

**The Housing Authority of the City of Atchison, Kansas  
103 South 7<sup>th</sup> Street, Atchison, KS 66002**

---

# **Public Housing Agency Plans**

**5 Year Plan for the Period of April 1, 2000 - March 31, 2005**

**Annual Plan for Fiscal Year Ending March 31, 2001**

**PHA Plan**  
**Agency Identification**

**PHA Name: Housing Authority of the City of Atchison, Kansas**

**PHA Number: KS017**

**PHA Fiscal Year: Begins on April 1 and Ends on March 31**

**Public Access to Information**

**Information regarding any activities outlined in this plan can be obtained by contacting:**

The PHA's administrative office, located at:  
103 South 7<sup>th</sup> Street, Atchison, Kansas 66002

**Display Locations For PHA Plans and Supporting Documents**

**The PHA Plans (including attachments) are available for public inspection at:**

The PHA's administrative office, located at:  
103 South 7<sup>th</sup> Street, Atchison, Kansas 66002

**PHA Plan Supporting Documents are available for inspection at:**

The PHA's administrative office, located at:  
103 South 7<sup>th</sup> Street, Atchison, Kansas 66002

**5-YEAR PLAN**  
**FOR PHA FISCAL YEARS BEGINNING IN 2000 - 2004**  
[24 CFR Part 903.5]

**A. Mission**

The PHA's mission is to assist low, very low and extremely low-income families in the PHA's jurisdiction by providing decent, safe and affordable housing opportunities in an efficient, ethical and professional manner, in partnership with its program participants and appropriate community agencies.

**B. Goals**

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

**1. PHA Goal: Increase the utilization of existing assisted housing programs and expand the number of available housing assistance programs.**

Objectives:

- A. Apply for additional rental vouchers: (a minimum of 50)
- B. Reduce public housing vacancies through both marketing and conversion programs: (target: no more than 3% vacancy rate)
- C. Leverage private and/or other public funds to acquire and renovate, or build single-family units for families participating in a first-time homeowners program: (at least 3 homes)

**2. PHA Goal: Maintain and improve the quality of assisted housing**

Objectives:

- A. Achieve and maintain high performer status under the public housing management system: (PHAS score of 90% or over)
- B. Achieve and maintain higher performer status under the voucher management assessment system: (SEMAP score of 90% or over)
- C. Achieve and maintain customer satisfaction: (90% or higher)
- D. Modernize public housing units to increase energy efficiency: (191 units)
- E. Install air conditioning to family units for marketability: (50 units)
- F. Convert zero-bedroom (efficiency) units to one-bedroom units: (convert at least 36 efficiencies to one-bedroom units)

**3. PHA Goal: Increase assisted housing choices**

Objectives:

- A. Provide voucher mobility counseling: (all voucher holders)
- B. Conduct outreach efforts to potential voucher landlords: (at least 25)
- C. Increase Fair Market Rents and voucher payment standards: (10%)
- D. Implement a voucher homeownership program: (by 10/1/01)
- E. Implement public housing or other homeownership programs: (by 10/1/02)
- F. Implement public housing site-based waiting lists: (by 4/1/00)
- G. Assess the need to convert public housing to vouchers: (by 10/1/00)
- H. If conversion of public housing units to vouchers is indicated by the assessment completed under objective G., convert applicable units to vouchers: (by 10/1/02)

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

**4. PHA Goal: Provide an improved living environment**

Objectives:

- A. Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments: (by 4/1/01)
- B. Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments: (by 4/1/01)
- C. Implement public housing security improvements: (by 4/1/01)
  - 1. Install security cameras and hallway mirrors in Mall Towers
  - 2. Install security cameras in the WWCC
- D. Designate developments or buildings for particular resident groups (elderly, persons with disabilities): (by 4/1/01)

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

**5. PHA Goal: Promote family self-sufficiency and asset development**

Objectives:

- A. Increase the number and percentage of employed persons in assisted families: (25 more people employed by 10/1/04)

- B. Provide or attract supportive services to improve assistance recipients' employability: (by 4/1/01)
- C. Provide or attract supportive services to increase independence for the elderly or families with disabilities: (by 4/1/01)
- D. Other: (list below)

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

**6. PHA Goal: Ensure equal opportunity and affirmatively further fair housing**

Objectives:

- A. Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability: (by 4/1/00)
- B. Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability: (by 4/1/00)
- C. Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required: (by 4/1/00)

**Atchison Housing Authority Annual Plan**  
**PHA Fiscal Year April 1, 2000 - March 31, 2001**

[24 CFR Part 903.7]

**A. Annual Plan Type:**

**Streamlined Plan:**

**High Performing PHA and Small Agency (<250 Public Housing Units)**

**B. Executive Summary of the Annual PHA Plan**

[24 CFR Part 903.7 9 (r)]

The Atchison Housing Authority has prepared this Annual Plan in compliance with Section 511 of the Quality Housing and Work Responsibility Act of 1998 and the ensuing HUD-issued requirements. This Annual Plan represents the first year's activities for fulfilling our mission, by attaining the goals and objectives established in our Five Year Plan.

**Our Mission Statement**

The PHA's mission is to assist low, very low and extremely low-income families in the PHA's jurisdiction by providing decent, safe and affordable housing opportunities in an efficient, ethical and professional manner, in partnership with its program participants and appropriate community agencies.

**Our Five Year Goals**

- 1. Increase the utilization of existing assisted housing programs and expand the number of available housing assistance programs.**
- 2. Maintain and improve the quality of assisted housing .**
- 3. Increase assisted housing choices.**
- 4. Provide an improved living environment.**
- 5. Promote family self-sufficiency and asset development .**
- 6. Ensure equal opportunity and affirmatively further fair housing.**

(Note: For a list of the objectives established to attain each goal, please refer to the Five Year Plan.)

The plans, statements, budget summary, policies, etc., set for the in this Annual Plan all lead towards the accomplishment of our goals and objectives, and, ultimately, to fulfillment of our mission . The Plan outlines a comprehensive approach to meeting our goals and objectives and is consistent with the jurisdiction's Consolidated Plan.

## Highlights of the Annual Plan

- Adopted four local preferences: for working families (the elderly and disabled automatically receive this preference), for involuntarily displaced persons, for victims of domestic violence and for homeless families.
- Established separate waiting lists: one for the elderly high-rise and one for families with children.
- Adopted aggressive screening policies for public housing applicants, to ensure, to the best of our ability, that new admissions will be good neighbors.
- Adopted policies whereby we screen Section 8 applicants to the fullest extent allowable, while not taking away the landlord's ultimate responsibilities.
- Adopted screening policies for both programs that will meet all fair housing requirements.
- Evaluated the concentrations of incomes at our development sites and determined no immediate need to implement a deconcentration plan.
- Established policies providing for selection of public housing applicants from each waiting list by preference and in order of date and time of application, except when a lower-ranked family of higher or lower income must be selected to meet admissions requirements for each income range.
- Established a minimum rent of \$ 0.
- Established flat rents for all public housing units and adopted policies whereby families who choose to pay flat rents will only be required to recertify every three years, rather than annually.
- To encourage public housing participants to work and advance in the workplace, we adopted policies whereby a family's increase(s) in earned income will not be included in income for rent calculations for 12 months, will only be included at 50% of the increase during the second 12 months and will be included at 100% after 24 months.
- Continue to utilize the HUD Fair Market Rents (FMRs) as the payment standard for the Section 8 program.
- Adopted policies allowing for rental of public housing units to over-income families on a month-to-month basis, when the demand for housing by qualified low-income families is less than the supply of available units.
- Included plans to pursue first time homeowners programs through either/both public housing and Section 8 programs.
- Included capital improvement plans to both maintain and improve the marketability of our public housing stock.

In summary, this plan is designed to allow the Atchison Housing Authority to continue to operate at a high level of achievement, while adjusting to changing market conditions.

**C. Annual Plan Table of Contents** [24 CFR Part 903.7 9 (r)]

**Annual Plan Table of Contents**

	<u>Page #</u>
A. Annual Plan Type	1
B. Executive Summary	1-2
C. Annual Plan Table of Contents (and attachments)	3
List of Supporting Documents	4-6
1. Housing Needs	6-15
2. Financial Resources	16
3. Policies on Eligibility, Selection and Admissions	17-26
4. Rent Determination Policies	26-30
5. Operations and Management Policies	30-31
6. Grievance Procedures	31-32
7. Capital Improvement Needs	32-33
8. Demolition and Disposition	33-34
9. Designation of Housing	34-35
10. Conversions of Public Housing	35-36
11. Homeownership	37-38
12. Community Service Programs	38-41
13. Crime and Safety	41-42
14. Pets	43
15. Civil Rights Certifications (included with PHA Plan Certifications)	43
16. Audit	43
17. Asset Management	43
18. Other Information	44-45

**Attachments (MSWord Format files submitted to HUD):**

A.	Public Housing Drug Elimination Program Plan	(file name: KS017a01.wpd)
B.	Capital Fund Program 5 Year Action Plan	(file name: KS017b01.wpd)
C.	PHA Management Organizational Chart	(file name: KS017c01.wpd)
D.	Comments Received on the Plan	(file name: KS017d01.wpd)
E.	FY 2000 Capital Fund Annual Statement	(file name: KS017e01.wpd)



### Supporting Documents Available for Review

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

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
X	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
X	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans
X	Fair Housing Documentation: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions’ initiatives to affirmatively further fair housing that require the PHA’s involvement.	5 Year and Annual Plans
X	Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair Housing Choice (AI)) and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources;
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public Housing Deconcentration and Income Mixing Documentation: 1. PHA board certifications of compliance with deconcentration requirements (section 16(a) of the US Housing Act of 1937, as implemented in the 2/18/99 <i>Quality Housing and Work Responsibility Act Initial Guidance; Notice</i> and any further HUD guidance) and 2. Documentation of the required deconcentration and income mixing analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public housing rent determination policies, including the methodology for setting public housing flat rents <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination

### List of Supporting Documents Available for Review

Applicable & On Display	Supporting Document	Applicable Plan Component
X	Schedule of flat rents offered at each public housing development <input type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Section 8 rent determination (payment standard) policies <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination
X	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)	Annual Plan: Operations and Maintenance
X	Public housing grievance procedures <input type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
X	Section 8 informal review and hearing procedures <input type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
X	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year	Annual Plan: Capital Needs
X	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	Annual Plan: Capital Needs
X	Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option)	Annual Plan: Capital Needs
	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans or any other approved proposal for development of public housing	Annual Plan: Capital Needs
	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
X	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act	Annual Plan: Conversion of Public Housing
	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
	Policies governing any Section 8 Homeownership program <input type="checkbox"/> check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
	Any cooperative agreement between the PHA and the TANF agency	Annual Plan: Community Service & Self-Sufficiency
X	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
X	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
X	The most recent Public Housing Drug Elimination Program (PHEDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	Annual Plan: Safety and Crime Prevention
X	The most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Annual Plan: Annual Audit
	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

## **1. Statement of Housing Needs**

[24 CFR Part 903.79 (a)]

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

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

<b>Rental Housing Needs of Families in the Jurisdiction by Family Type (Based on 1990 Census Data)</b>							
<b>Family Type</b>	<b>Overall</b>	<b>Afford-ability</b>	<b>Supply</b>	<b>Quality</b>	<b>Accessi-bility</b>	<b>Size</b>	<b>Locatio-n</b>

**Rental Housing Needs of Families in the Jurisdiction  
by Family Type (Based on 1990 Census Data)**

Family Type	Overall	Afford-ability	Supply	Quality	Accessi-bility	Size	Locatio-n
_Paying Over 30% Of Income as Rent	658	5	5	5	1	3	5

**Rental Housing Needs of Families in the Jurisdiction  
by Family Type (Based on 1990 Census Data)**

Family Type	Overall	Afford-ability	Supply	Quality	Accessi-bility	Size	Locatio-n
Percent of Renters Paying Over 30%_	283	5	5	5	1	3	5
52%_							
—							
—							
—							
—							
—							
_Paying Over 50% Of Income as Rent							

Rental Housing Needs of Families in the Jurisdiction by Family Type (Based on 1990 Census Data)							
Family Type	Overall	Afford-ability	Supply	Quality	Accessi-bility	Size	Locatio-n
Percent of Renters Paying Over 50%_23%_	386	5	5	5	2	1	5
-							
-							
-							
-							
-							
_Elderly over 30%							
Families with Disabil. Over 30%	79	5	5	5	5	1	5
White over 30%	485	5	5	5	2	3	5
Black over 30%	105	5	5	5	1	3	5
American Indian	13	5	5	5	1	3	5
Asian/Pac. Islander	6	5	5	5	1	3	5
Other Race	5	5	5	5	1	3	5
Hispanic Origin	16	5	5	5	1	3	5

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

- Consolidated Plan of the Jurisdiction/s  
Indicate year: 1999
- U.S. Census data: the Comprehensive Housing Affordability Strategy (“CHAS”) dataset
- American Housing Survey data  
Indicate year:
- Other housing market study  
Indicate year:
- Other sources: (list and indicate year of information)

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

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

**Housing Needs of Families on the Waiting List**

Waiting list type: (select one)

- Section 8 tenant-based assistance
- Public Housing
- Combined Section 8 and Public Housing
- Public Housing Site-Based or sub-jurisdictional waiting list (optional)

If used, identify which development/sub jurisdiction:

	# of families	% of total families	Annual Turnover
Waiting list total (Includes 21 on TBRA Program)	31		17
Extremely low income <=30% AMI	19	61.3%	
Very low income (>30% but <=50% AMI)	12	38.7%	
Low income (>50% but <80% AMI)	0	0.0%	
Families with children	20	64.5%	
Elderly families	1	3.2%	
Families with Disabilities	5	16.1%	
White	27	87%	
Black	4	13%	

Is the waiting list closed (select one)?  No  Yes

If yes:

How long has it been closed (# of months)?

Does the PHA expect to reopen the list in the PHA Plan year?  No  Yes

Does the PHA permit specific categories of families onto the waiting list, even if generally closed?  No  Yes

**Housing Needs of Families on the Waiting List**

### Housing Needs of Families on the Waiting List

Waiting list type: (select one)

- Section 8 tenant-based assistance  
 Public Housing  
 Combined Section 8 and Public Housing  
 Public Housing Site-Based or sub-jurisdictional waiting list (optional)

If used, identify which development/sub jurisdiction:

	# of families	% of total families	Annual Turnover
Waiting list total	7		68
Extremely low income <=30% AMI	5	71.4%	
Very low income (>30% but <=50% AMI)	1	14.3%	
Low income (>50% but <80% AMI)	1	14.3%	
Families with children	5	71.4%	
Elderly families	0	0%	
Families with Disabilities	0	0%	
White	5	71.4%	
Black	2	28.6%	
Race/ethnicity			
Race/ethnicity			
Characteristics by Bedroom Size (Public Housing Only)	# of families	% of total families	
1BR	2	28.6%	
2 BR	3	42.8%	
3 BR	2	28.6%	
4 BR	0		
5 BR	0		
5+ BR	0		

Is the waiting list closed (select one)?  No  Yes

If yes:

How long has it been closed (# of months)?

Does the PHA expect to reopen the list in the PHA Plan year?  No  Yes

Does the PHA permit specific categories of families onto the waiting list, even if generally closed?  No  Yes



## C. Housing Needs Narrative

Based on the included 1990 Census data, the lower-income population of Atchison has a far greater need for affordable housing than what is available. The agency has some reservations about the validity and usefulness of the census data, however. Our reservations include:

- The Census data is nearly 10 years old and many changes in affordable housing have taken place since the data was gathered.
- The Census data over-states the number of households paying more than 30% of their income for rent, due to the data split range of 30% to 34%. Given that the data is reported in this range, we have no way to determine how many households falling in this range actually were paying exactly 30% of their income for rent. We feel that households paying 30% of their income for rent should not be included in the data set of households in need, because the 30% benchmark was established by the Congress as an acceptable expense level. Every family residing in HUD-assisted housing in 1990 and paying 30% of their income for rent would fall into this data range, inflating the perceived need based on income for rent data.
- City-wide data concerning housing needs by percent of median income is unavailable.

In the absence of more reliable data, we feel we will be better served to base the majority of our current assessment of the affordable housing needs in our community on current demand for assistance - supply versus demand, rather than supply versus (projected) need. The following chart signifies current supply versus demand:

### Affordable Housing Supply/Usage/Demand in Atchison (9/99)

Entity/Program	Total Units	Leased Units	Vacant/Unused	** Applicants	Unmet Demand
Public Housing	191	154	37	7	(30)
AHA Tenant-based Programs	63	49*	14	10	(4)
Royal Oaks (LIHTC)	48	45*	3	3	0
Santa Fe Place (HUD Elderly)	36	34	2	2	0
Applegate (Subsidized)	36	34	2	10	8
(Unsubsidized)	4	2	2	0	(2)
Terrace Hills (Section 8 Proj)	54	48	6	0	(6)
Total	432	366	66	32	(34)

\* 18 of Royal Oaks' households receive AHA tenant-based assistance

\*\* Applicant families may appear on more than one waiting list

The above chart indicates a surplus of 34 affordable units versus demand. One can readily see that, as a whole, the affordable housing providers in Atchison are simply not receiving adequate demand for housing assistance. Combined, these providers have over 15% vacancies/unused units. In fact, all of the combined current applicant families wanting affordable housing could have housing assistance (assuming they are qualified and acceptable renters), if they would accept what is available.

The Housing Authority is experiencing large numbers of vacancies in its public housing units, particularly in its family units, even though census data indicates a much greater need than demand would indicate. There are two major reasons for the lack of usage of public housing: the majority of applicants for the family units do not meet the agency's aggressive screening criteria and very few elderly or disabled persons apply.

The implementation of more strict criminal background screening criteria and procedures has had a tremendous impact on applicant approval rates. Since implementing the NCIC criminal records checks, well over 50% of the public housing applicants fail to meet those screening criteria. For those who do pass this screening, when given a choice between tenant-based assistance and a public housing unit, the majority of families with children choose the tenant-based programs.

The Housing Authority's tenant-based programs are combined in the chart for the purpose of allowing accurate analysis of demand for assistance. Individually, the Section 8 Voucher program has 28 units under lease, 100% utilization, while the HOME Tenant-Based Rental Assistance (TBRA) is under-utilized, at only 21 families leased-up out of a potential of 35 families. All 21 TBRA families are on the Section 8 waiting list. The Section 8 program is the program of choice for many families.

Currently, ten families do have TBRA coupons and are seeking qualified housing. Recently, however, TBRA coupon holders have experienced problems finding homes that meet Housing Quality Standards (HQS). Virtually no homes meet HQS at first inspection. Many landlords are not willing to renovate their property to meet HQS, due to the fact that they can easily rent their units without assistance. As noted earlier, families who are unable to lease a home that meets HQS usually opt to rent a home without assistance, rather than accept a public housing unit.

Given the above, the Housing Authority's immediate needs are to find ways to more effectively market these units, perhaps including adding amenities. As a last resort, the Housing Authority may need to convert some of its units to vouchers and divest the applicable units.

Finally, the Housing Authority recognizes that the ideal is for every family who wants to own a home to have that opportunity, regardless of income. Therefore, the agency is committed to utilizing both its public housing and Section 8 resources to encourage home ownership by lower-income families, in complement with the First Time Home Buyers program administered by the Kansas Department of Commerce and Housing.

In summary, the Housing Authority has identified the following needs:

- An up-to-date comprehensive assessment of the community's housing needs.
- Improvement of occupancy rates in public housing.
- Increased utilization/lease-up rates of the HOME TBRA program.
- Expansion of first time homeowners opportunities for lower-income families .

## **D. Strategies Identified to Address Needs/Justification of Strategies**

### **(1) Strategies Identified to Address Needs**

**Need: A comprehensive assessment of the community's housing needs.**

**Strategy 1. Commission a comprehensive assessment of current local housing conditions, such as occupancy rates, affordability and occupant income levels, in cooperation with local units of government and other resources.**

**Strategy 2. Utilize the results of the comprehensive assessment to revise and update the Housing Authority's Five Year and Annual Plans.**

**Need: Improve occupancy rates in existing public housing stock.**

**Strategy 1. Improve the availability and marketability of PHA-owned units by:**

- Employ effective maintenance and management policies to minimize the number of public housing units off-line.
- Reduce turnover time for vacated public housing units.
- Reduce time to renovate public housing units.
- Install amenities to make the units more attractive to potential renters.
- Develop and implement a marketing program aimed at lower-income families.
- Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required.
- Participate in the Consolidated Plan development process to ensure coordination with broader community strategies.

**Strategy 2. Adjust programs/inventory to meet community demand.**

- Convert public housing units that continue to be unmarketable to vouchers and divest the applicable inventory.
- Convert unmarketable efficiency elderly/disabled apartments to one-bedroom units.
- Seek replacement of public housing units lost to the inventory through conversions with Section 8 replacement housing resources.

**Need: Increase lease-up/utilization rates for the TBRA program.**

**Strategy - Make the TBRA program more attractive to families and owners.**

- Increase TBRA lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction.
- Increase TBRA lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration.
- Increase TBRA lease-up rates by effectively screening applicants to increase owner acceptance of program.
- Increase TBRA lease-up rates by identify means by which to motivate owners to renovate property to meet HQS.

**Need: Expansion of home ownership opportunities for lower-income families.**

**Strategy 1. Utilize the Section 8 voucher program to further home ownership.**

- Develop and submit a Section 8 home ownership program proposal to HUD for approval.
- Upon approval, implement the Section 8 home ownership program locally.
- Coordinate the Section 8 home ownership program with the KDOC&H.

**Strategy 2. Utilize public housing resources to further home ownership.**

- Develop and submit a public housing home ownership program proposal to HUD for approval.
- Upon approval, implement the public housing home ownership program.
- Coordinate the public housing home ownership program with the KDOC&H.

**Potential Need: Increase the number of affordable housing units.**

**Strategy: In the event that the comprehensive housing needs assessment indicates a need for more affordable housing units in the community, the Housing Authority will:**

- Apply for additional section 8 units should they become available
- Leverage affordable housing resources in the community through the creation of mixed - finance housing
- Pursue housing resources other than public housing or Section 8 tenant-based assistance.
- Support the efforts of other local entities to increase the supply of affordable housing.

**Potential Need: More affordable housing for families at or below 30% of median**

**Strategy 1: In the event that the comprehensive housing needs assessment indicates an unmet housing need for families at or below 30 % of AMI, the Housing Authority will target this group of families by:**

- Meet or exceed HUD federal targeting requirements for families at or below 30% of AMI in public housing
- Meet or exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based section 8 assistance
- Adopt rent policies to support and encourage work

**Potential Need: More affordable housing for families at or below 50% of AMI.**

**Strategy 1: In the event that the comprehensive housing needs assessment indicates a need for additional affordable housing for families at or below 50% of AMI, the Housing Authority will target this group by:**

- Employ admissions preferences aimed at families who are working
- Adopt rent policies to support and encourage work

**Potential Need: More affordable housing for the Elderly.**

**Strategy 1: In the event that the comprehensive housing needs assessment indicates a need for additional affordable housing for the elderly and/or disabled, the Housing Authority will target available assistance to the elderly and/or disabled by:**

- Continue designation of public housing for the elderly and disabled.
- Apply for special-purpose vouchers targeted to the elderly and disabled, should they become available
- Affirmatively market to local non-profit agencies that assist families with disabilities

**Potential Need: More affordable housing for races or ethnicities with disproportionate housing needs.**

**In the event that the comprehensive housing needs assessment indicates the need for additional affordable housing for specific races or ethnicities who have a disproportional housing need, the Housing Authority will:**

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

- Affirmatively market to races/ethnicities shown to have disproportionate housing needs

**Strategy 2: Conduct activities to affirmatively further fair housing:**

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

**(2) Justification for Selecting Strategies**

The following factors influenced the PHA’s selection of the strategies it will pursue:

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

**2. Statement of Financial Resources** [24 CFR Part 903.7 9 (b)]

<b>Financial Resources: Planned Sources and Uses</b>		
<b>Sources</b>	<b>Planned \$</b>	<b>Planned Uses</b>
<b>1. Federal Grants (FY 2000 grants)</b>		
a) Public Housing Operating Fund	145,603	
b) Public Housing Capital Fund	285,919	
c) HOPE VI Revitalization		
d) HOPE VI Demolition		

<b>Financial Resources: Planned Sources and Uses</b>		
<b>Sources</b>	<b>Planned \$</b>	<b>Planned Uses</b>
e) Annual Contributions for Section 8 Tenant-Based Assistance	106,000	
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)	57,000	
g) Resident Opportunity and Self-Sufficiency Grants		
h) Community Development Block Grant		
i) HOME (TBRA Program)	35,000	Tenant-based Assist.
Other Federal Grants (list below)		
<b>2. Prior Year Federal Grants (unobligated funds only) (list below)</b>		
CHSP Grant	67,660	PHA Support Services
FFY 1999 CIAP Grant	200,000	Capital Improvements
<b>3. Public Housing Dwelling Rental Income</b>		
Dwelling Rent	300,000	PHA Operations
Excess Utilities	7,800	PHA Operations
<b>4. Other income (list below)</b>		
Tenant Damages/Laundry	9,600	PHA Operations
Interest on General Fund	7,170	PHA Operations
<b>4. Non-federal sources (list below)</b>		
<b>Total resources</b>	<b>\$ 1,221,752</b>	

### **3. PHA Policies Governing Eligibility, Selection, and Admissions**

[24 CFR Part 903.7 9 (c)]

#### **A. Public Housing**

**(1) Eligibility**

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

- When families are within a certain number of being offered a unit: (state number)
- When families are within a certain time of being offered a unit: (90 days)
- Other: (describe)

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

- Criminal or Drug-related activity
- Rental history
- Housekeeping

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

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

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

**(2)Waiting List Organization**

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

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

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

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

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

1. How many site-based waiting lists will the PHA operate in the coming year?2

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

If yes, how many lists? 2



3.  Yes  No: May families be on more than one list simultaneously  
If yes, how many lists? 2

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

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

### **(3) Assignment**

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

- One
- Two
- Three or More

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

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

### **(4) Admissions Preferences**

a. Income targeting:

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

b. Transfer policies:

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

- Emergencies
- Over housed
- Under housed
- Medical justification
- Administrative reasons determined by the PHA (e.g., to permit modernization work)
- Resident choice: (state circumstances below)
- Other: (list below)

c. Preferences

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

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

Former Federal preferences:

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

Other preferences: (select below)

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

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

(1) Date and Time

Former Federal preferences:

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

Other preferences (select all that apply)

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

4. Relationship of preferences to income targeting requirements:

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

**(5) Occupancy**

a. What reference materials can applicants and residents use to obtain information about the rules of occupancy of public housing (select all that apply)

- The PHA-resident lease
- The PHA's Admissions and (Continued) Occupancy policy
- PHA briefing seminars or written materials
- Other source (list)

b. How often must residents notify the PHA of changes in family composition?  
(select all that apply)

- At an annual reexamination and lease renewal
- Any time family composition changes
- At family request for revision
- Other (list)

**(6) Deconcentration and Income Mixing**

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

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

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

- Adoption of site-based waiting lists  
If selected, list targeted developments below:
- Employing waiting list “skipping” to achieve deconcentration of poverty or income mixing goals at targeted developments  
If selected, list targeted developments below:
- Employing new admission preferences at targeted developments  
If selected, list targeted developments below:
- Other (list policies and developments targeted below)

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

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

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

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

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

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

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

## **B. Section 8**

### **(1) Eligibility**

a. What is the extent of screening conducted by the PHA? (select all that apply)

- Criminal or drug-related activity only to the extent required by law or regulation
- Criminal and drug-related activity, more extensively than required by law or regulation
- More general screening than criminal and drug-related activity (list factors below) (determine history in HUD-assisted housing)
- Other (list below)

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

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

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

e. Indicate what kinds of information you share with prospective landlords? (select all that apply)

- Criminal or drug-related activity (public record only)
- Other (describe below) (rental history in local public housing)

## **(2) Waiting List Organization**

a. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged? (select all that apply)

- None
- Federal public housing
- Federal moderate rehabilitation
- Federal project-based certificate program
- Other federal or local program (list below): (HOME TBRA Program)

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

- PHA main administrative office
- Other (list below)

## **(3) Search Time**

a.  Yes  No: Does the PHA give extensions on standard 60-day period to search for a unit?  
If yes, state circumstances below:

(Extensions granted if family shows a good-faith effort to lease-up)

**(4) Admissions Preferences**

a. Income targeting

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

b. Preferences

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

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

Former Federal preferences

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

Other preferences (select all that apply)

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

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

(1) Date and Time

Former Federal preferences:

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

Other preferences (select all that apply)

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

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

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

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

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

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

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

**(5) Special Purpose Section 8 Assistance Programs**

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

- The Section 8 Administrative Plan
- Briefing sessions and written materials
- Other (list below): (Not Applicable)

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

- Through published notices
- Other (list below): (Not Applicable)

**4. PHA Rent Determination Policies**

[24 CFR Part 903.7 9 (d)]

**A. Public Housing**

**(1) Income Based Rent Policies**

a. Use of discretionary policies: (select one)

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

---or---



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

b. Minimum Rent

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

- \$0  
 \$1-\$25  
 \$26-\$50

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

3. If yes to question 2, list these policies below: **(included in ACOP)**

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

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

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

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

For the earned income of a previously unemployed household member

For increases in earned income

Fixed amount (other than general rent-setting policy)

If yes, state amount/s and circumstances below:

Fixed percentage (other than general rent-setting policy)

If yes, state percentage/s and circumstances below:

For household heads

For other family members

For transportation expenses

For the non-reimbursed medical expenses of non-disabled or non-elderly families

Other (describe below)

e. Ceiling rents

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

- Yes for all developments
- Yes but only for some developments
- No

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

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

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

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

f. Rent re-determinations:

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

- Never
- At family option
- Any time the family experiences an income increase
- Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold): (\$50/month)
- Other (list below)

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

**(2) Flat Rents**

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

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

## **B. Section 8 Tenant-Based Assistance**

### **(1) Payment Standards**

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

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

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

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

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

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

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

- Annually
- Other (list below)

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

- Success rates of assisted families
- Rent burdens of assisted families
- Other (list below)

**(2) Minimum Rent**

a. What amount best reflects the PHA’s minimum rent? (select one)

- \$0
- \$1-\$25
- \$26-\$50

b.  Yes  No: Has the PHA adopted any discretionary minimum rent hardship exemption policies? (if yes, list below)  
**(included in Admin. Plan)**

**5. Operations and Management** [24 CFR Part 903.7 9 (e)]

**A. PHA Management Structure**

- An organization chart showing the PHA’s management structure and organization is attached.
- A brief description of the management structure and organization of the PHA follows:

**B. HUD Programs Under PHA Management**

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

<b>Program Name</b>	<b>Units or Families Served at Year Beginning</b>	<b>Expected Turnover</b>
Public Housing	191	65
Section 8 Vouchers	28	17
Section 8 Certificates		
Section 8 Mod Rehab		
Special Purpose Section 8 Certificates/Vouchers (list individually)		

Public Housing Drug Elimination Program (PHDEP)	191	82
---	-----	----

**C. Management and Maintenance Policies**

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

- Admissions and Continued Occupancy Policy (ACOP)
- Blood Borne Disease Policy
- Capitalization Policy
- Check Signing Policy
- Community Space Policy
- Whitely-Wrothwell Community Center Policy
- Disposition Policy
- Drug Free Workplace Policy
- Equal Housing Opportunity Policy
- Ethics Policy
- Funds Transfer Policy
- Hazardous Materials Policy
- Investment Policy
- Maintenance Policy
- Pest Control Policy (included in Maintenance Policy)
- Natural Disaster Policy
- Personnel Policy
- Procurement Policy
- One Strike and Your Out Policy

**(2) Section 8 Voucher Program:**

- Section 8 Administrative Plan

**6. PHA Grievance Procedures**

[24 CFR Part 903.7 9 (f)]

**A. Public Housing**

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

If yes, list additions to federal requirements below:

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

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

**B. Section 8 Tenant-Based Assistance**

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

If yes, list additions to federal requirements below: (N/A)

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

- PHA main administrative office
- Other (list below)

**7. Capital Improvement Needs**

[24 CFR Part 903.7 9 (g)]

**A. Capital Fund Activities**

**(1) Capital Fund Program Annual Statement**

Using parts I, II, and III of the Annual Statement for the Capital Fund Program (CFP), identify capital activities the PHA is proposing for the upcoming year to ensure long-term physical and social viability of its public housing developments.

Select one:

- The Capital Fund Program Annual Statement is provided as an attachment to the PHA Plan at Attachment E.

-or-

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

**(2) 5-Year Capital Improvement Action Plan**

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

b. If yes to question a, select one:

The Capital Fund Program 5-Year Action Plan is provided as an attachment to the PHA Plan at Attachment B.

-or-

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

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

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

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

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

Yes  No: d) Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year?  
If yes, list developments or activities below:

(Acquisition of single-family homes for first time homeowners program using PHA funds, Tax Credits and private financing)

Yes  No: e) Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement?

If yes, list developments or activities below:

## **8. Demolition and Disposition**

[24 CFR Part 903.7 9 (h)]

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

### 2. Activity Description

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

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

[24 CFR Part 903.7 9 (i)]

1.  Yes  No: Has the PHA designated or applied for approval to designate or does the PHA plan to apply to designate any public housing for occupancy only by the elderly families or only by families with disabilities, or by elderly families and families with disabilities or will apply for designation for occupancy by only elderly families or only families with disabilities, or by elderly families and families with disabilities as provided by section 7 of the

U.S. Housing Act of 1937 (42 U.S.C. 1437e) in the upcoming fiscal year? (If “No”, skip to component 10. If “yes”, complete one activity description for each development, unless the PHA is eligible to complete a streamlined submission; PHAs completing streamlined submissions may skip to component 10.)

### 2. Activity Description

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

<b>Designation of Public Housing Activity Description</b>
---



1a. Development name: Housing Authority of the City of Atchison, Kansas 1b. Development (project) number: KS017
2. Designation type: Occupancy by only the elderly <input type="checkbox"/> Occupancy by families with disabilities <input type="checkbox"/> Occupancy by only elderly families and families with disabilities <input checked="" type="checkbox"/>
3. Application status (select one) Approved; included in the PHA's Designation Plan <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date this designation approved, submitted, or planned for submission: <u>(01/01/70)</u>
5. If approved, will this designation constitute a (select one) <input type="checkbox"/> New Designation Plan <input type="checkbox"/> Revision of a previously-approved Designation Plan?
6. Number of units affected: 141 7. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development

## **10. Conversion of Public Housing to Tenant-Based Assistance**

[24 CFR Part 903.7 9 (j)]

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

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

#### 2. Activity Description

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

<b>Conversion of Public Housing Activity Description</b>
1a. Development name: Housing Authority of the City of Atchison, Kansas 1b. Development (project) number: KS017001

2. What is the status of the required assessment?

- Assessment underway
- Assessment results submitted to HUD
- Assessment results approved by HUD (if marked, proceed to next question)
- Other (explain below)

3.  Yes  No: Is a Conversion Plan required? (If yes, go to block 4; if no, go to block 5.)

4. Status of Conversion Plan (select the statement that best describes the current status)

- Conversion Plan in development
- Conversion Plan submitted to HUD on: (DD/MM/YYYY)
- Conversion Plan approved by HUD on: (DD/MM/YYYY)
- Activities pursuant to HUD-approved Conversion Plan underway

5. Description of how requirements of Section 202 are being satisfied by means other than conversion (select one)

- Units addressed in a pending or approved demolition application (date submitted or approved: \_\_\_\_\_)
- Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved: \_\_\_\_\_)
- Units addressed in a pending or approved HOPE VI Revitalization Plan (date submitted or approved: \_\_\_\_\_)
- Requirements no longer applicable: vacancy rates are less than 10 percent
- Requirements no longer applicable: site now has less than 300 units
- Other: (describe below) (Not applicable: less than 300 units)

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

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

**11. Homeownership Programs Administered by the PHA**

[24 CFR Part 903.7 9 (k)]

**A. Public Housing**

1.  Yes  No: Does the PHA administer any homeownership programs administered by the PHA under an approved section 5(h) homeownership program (42 U.S.C. 1437c(h)), or an approved HOPE I program (42 U.S.C. 1437aaa) or has the PHA applied or plan to apply to administer any homeownership programs under section 5(h), the HOPE I program, or section 32 of the

U.S. Housing Act of 1937 (42 U.S.C. 1437z-4). (If “No”, skip to component 11B; if “yes”, complete one activity description for each applicable program/plan, unless eligible to complete a streamlined submission due to **small PHA** or **high performing PHA** status. PHAs completing streamlined submissions may skip to component 11B.)

2. Activity Description

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

<b>Public Housing Homeownership Activity Description (Complete one for each development affected)</b>
1a. Development name: Housing Authority of the City of Atchison, Kansas 1b. Development (project) number: KS017001
2. Federal Program authority: <input type="checkbox"/> HOPE I <input type="checkbox"/> 5(h) <input type="checkbox"/> Turnkey III <input checked="" type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one) <input type="checkbox"/> Approved; included in the PHA’s Homeownership Plan/Program <input type="checkbox"/> Submitted, pending approval <input checked="" type="checkbox"/> Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: (10/01/2000)
5. Number of units affected: 3 6. Coverage of action: (select one) <input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development

**B. Section 8 Tenant Based Assistance**

1.  Yes  No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982 ? (If “No”, skip to component 12; if “yes”, describe each program using the table below (copy and complete questions for each program identified), unless the PHA is eligible to complete a streamlined submission due to high performer status. **High performing PHAs** may skip to component 12.)

2. Program Description:

a. Size of Program

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

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

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

b. PHA-established eligibility criteria

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

## **12. PHA Community Service and Self-sufficiency Programs**

[24 CFR Part 903.7 9 (l)]

### **A. PHA Coordination with the Welfare (TANF) Agency**

1. Cooperative agreements:

Yes  No: Has the PHA entered into a cooperative agreement with the TANF Agency, to share information and/or target supportive services (as contemplated by section 12(d)(7) of the Housing Act of 1937)?  
**(under negotiation at this time)**  
If yes, what was the date that agreement was signed? DD/MM/YY

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

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

### **B. Services and programs offered to residents and participants**

**(1) General**

a. Self-Sufficiency Policies

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

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

b. Economic and Social self-sufficiency programs

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

<b>Services and Programs</b>				
Program Name & Description (including location, if appropriate)	Estimated Size	Allocation Method (waiting list/random selection/specific criteria/other)	Access (development office / PHA main office / other provider name)	Eligibility (public housing or section 8 participants or both)
<i>Section 8 FSS Program</i>	<i>25 Max.</i>	<i>All Current</i>	<i>PHA Main Office</i>	<i>Section 8</i>

**(2) Family Self Sufficiency program/s**

a. Participation Description

<b>Family Self Sufficiency (FSS) Participation</b>		
Program	Required Number of Participants (start of FY 2000 Estimate)	Actual Number of Participants (As of: 09/01/99)

Public Housing	0	0
Section 8	25	8

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

If no, list steps the PHA will take below:

(Currently not possible to reach required program size due to the number of exempt families participating)

### C. Welfare Benefit Reductions

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

- Adopting appropriate changes to the PHA's public housing rent determination policies and train staff to carry out those policies
- Informing residents of new policy on admission and re-examination
- Actively notifying residents of new policy at times in addition to admission and re-examination.
- Establishing or pursuing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services
- Establishing a protocol for exchange of information with all appropriate TANF agencies

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

Resident community service requirements are incorporated into the attached ACOP.

## 13. PHA Safety and Crime Prevention Measures

[24 CFR Part 903.7 9 (m)]

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

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

- High incidence of violent and/or drug-related crime in some or all of the PHA's developments
- High incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the PHA's developments
- Residents fearful for their safety and/or the safety of their children
- Observed lower-level crime, vandalism and/or graffiti

- People on waiting list unwilling to move into one or more developments due to perceived and/or actual levels of violent and/or drug-related crime
- Other (describe below)

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

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

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

(Lakeview and Southwoods family sites)

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

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

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

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

(Lakeview and Southwoods family sites)

**C. Coordination between PHA and the police**

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

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

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

(Lakeview and Southwoods family sites)

**D. Additional information as required by PHDEP/PHDEP Plan**

- Yes  No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?
- Yes  No: Has the PHA included the PHDEP Plan for FY 2000 in this PHA Plan?
- Yes  No: This PHDEP Plan is an Attachment. (**Attachment A.**)

**14. PET POLICY** [24 CFR Part 903.7 9 (n)]

The agency's pet policy is incorporated into the revised ACOP (see attachment).

**15. Civil Rights Certifications** [24 CFR Part 903.7 9 (o)]

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

**16. Fiscal Audit** [24 CFR Part 903.7 9 (p)]

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

**17. PHA Asset Management**



1.  Yes  No: Is the PHA engaging in any activities that will contribute to the long-term asset management of its public housing stock , including how the Agency will plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs that have **not** been addressed elsewhere in this PHA Plan?
2. What types of asset management activities will the PHA undertake? (select all that apply)
- Not applicable
  - Private management
  - Development-based accounting
  - Comprehensive stock assessment
  - Other: (list below)
3.  Yes  No: Has the PHA included descriptions of asset management activities in the **optional** Public Housing Asset Management Table?

## **18. Other Information**

[24 CFR Part 903.7 9 (r)]

### **A. Resident Advisory Board Recommendations**

1.  Yes  No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?
2. If yes, the comments are: (if comments were received, the PHA **MUST** select one)
- Attached at Attachment (File name) (AHARESIDENTCOMMENTS.WPD)
  - Provided below:
3. In what manner did the PHA address those comments? (select all that apply)
- Considered comments, but determined that no changes to the PHA Plan were necessary.
  - The PHA changed portions of the PHA Plan in response to comments  
List changes below:
  - Other: (list below)

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

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

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

3. Description of Resident Election Process

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

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

b. Eligible candidates: (select one)

- Any recipient of PHA assistance
- Any head of household receiving PHA assistance
- Any adult recipient of PHA assistance
- Any adult member of a resident or assisted family organization
- Other (list)

c. Eligible voters: (select all that apply)

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

**C. Statement of Consistency with the Consolidated Plan**

1. Consolidated Plan jurisdiction: Non-metropolitan areas of the State of Kansas

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

- The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s.
- The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
- The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
- Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below):

- Increasing Affordable Housing Choices
- Increasing Availability of Homes for First Time Home Owners

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

**D. Other Information Required by HUD**

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

## **Attachments**

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

**The following documents are attachments to and an integral part of this Plan:**

**Attachment A. Public Housing Drug Elimination Program Plan**

**Attachment B. Capital Fund Program 5-Year Action Plan**

**Attachment C. PHA Management Organizational Chart**

**Attachment D. Comments Received on the Plan**

**Attachment E. FY 2000 Capital Fund Program Annual Statement**

**Part I. Summary of activities to be conducted over the five-year period.**

The Atchison Housing Authority's innovative People Learning And Teaching Others (PLATO) program is a comprehensive five-year drug elimination strategy that will utilize PHDEP activities to supplement current local activities, such as coordination with the local Police Department, aggressive applicant screening processes, contract security, and drug prevention and intervention programs, to reduce and prevent illegal drug and drug-related activity in the agency's public housing development. The PLATO program will complement the PHA's commitment to create/maintain a drug-free and violence-free housing development through the following activities:

- Provision of recreational and leadership development programs
- Provision of drug education programs
- Provision of family support/case management programs
- Provision of resident education/economic enhancement programs
- Provision of drug intervention and referral programs
- Provision of additional security services
- Coordination of PHDEP programs with existing PHA activities, the PHA's resident advisory committee, and local social service agencies and businesses
- Aggressive screening of applicants and strict enforcement of the agency's One Strike and You're Out Policy for residents, to help ensure control of the drug elimination process.

**A. Management Activities: Applicant Screening/Orientation/Resident Accountability:**

Housing Authority management will continue to play a key role in the reduction and elimination of drug-related criminal activity in the agency's public housing community. The administration of effective applicant screening, new admissions orientation and resident accountability policies will help ensure a family's suitability for and compatibility with residency in the agency's public housing environment.

1. As specified in the agency's Admissions and Continued Occupancy Policy (ACOP) and One Strike and You're Out Policy (One Strike), Housing Authority management will continue to conduct a thorough screening of applicants, including performing a criminal history check of local court records and FBI records. Adult applicant family

members with potential FBI arrest records will be required to submit finger prints for record verification prior to admission to public housing. Applicants with verified recent histories of drug-related and/or violent criminal activities will be rejected. Applicants who refuse to submit finger prints for FBI verification when required will also be denied housing assistance.

2. After the family's criminal history has been determined and evaluated, and the application has not been rejected due to such history, the family will be required to provide reliable personal information and references. Housing Authority management will utilize this information to determine whether the family will be suitable residents of public housing. Applicants who do not present a history of behavior conducive to maintaining a decent, safe, sanitary, violence-free, drug-free and enjoyable housing environment will be rejected.
3. At the time of admission, each family will receive an orientation package and be required to attend an orientation meeting. Orientation materials and the orientation meeting will emphasize the importance of maintaining a decent, safe, sanitary, violence-free, drug-free and enjoyable housing environment.
4. As specified in the ACOP and One Strike policies, Housing Authority management will hold residents accountable for family members' violent and/or illegal drug-related criminal behavior, as well as behavior that is not conducive to the maintenance of a decent, safe environment for other residents of the development. Residents will also be held responsible for resident-caused damage to agency property. Dwelling units will be subjected to the regularly scheduled inspections to monitor the condition of agency property, including damages and vandalism.
5. PHA management will continue to be responsive to resident complaints and suggestions, with the goal of maintaining a harmonious relationship between residents and staff.

**B. Contract for Additional Security:**

The Atchison Housing Authority will continue to utilize John Yardley Securities for 120 hours per year of contract security and coordination of PHDEP activities/services with the Atchison Police Department. Through this relationship, security measures, public relations and protective services will be coordinated between Housing Authority management, PHA residents, the

security company, and the Police Department. This component will complement the other PHDEP components listed in the Part I summary.

These services will also foster a more harmonious relationship between the PHA's residents and local law enforcement. This improvement will take place for a variety of reasons, such as better coordination of PHA security efforts with police patrols during the peak activity hours in the evenings, improved police officer perception that law enforcement in the public housing development is a viable and worthy endeavor, an easing of resident fears through a greater police presence on site, promotion of the positive attributes of the drug elimination program by the Police Department, through officers that are trained in the DARE PROGRAM, and police officer participation in workshops that are part of the comprehensive drug elimination activities of the Atchison Housing Authority.

The PHA's security contractor and the Atchison Police Department will coordinate with the on-site resident policeman, the community policing group(s) in the development or in close proximity of the development, and will compliment proposed neighborhood watch groups, who will help monitor suspect activity.

**C. Drug education activities:**

The drug education component will include activities commonly utilized in various drug education and outreach programs. These activities will include workshops, support group development and other means to teach and assist people to stay drug free. The workshops will include presentations by law enforcement agents, community and resident leaders, PHA management and other selected presenters. Contracted activities will include self-esteem training, drug treatment center staff presentations and awareness camps conducted by sports personalities. Delivery of these educational services will be incorporated into the Family, Youth, and Economic and Educational Services discussed in detail in paragraph F., following. Residents selected to participate in the Innovative Resident Support activity of paragraph F. will be required to participate in these educational activities.

The basic goal of all of the PHDEP educational activities will be to inform/educate the PHA's residents in a positive way about the menace of drug use and abuse. We want our residents to learn that drugs are not prejudiced and we know that if we fail to educate our populous using positive means, someone else, such as

gang members, will provide them with a negative view. At-risk residents will be identified and targeted for educational programs. Hopefully, these residents will learn that they can control their own destiny, without the use of drugs.

We believe that the referral, outreach, and support services of this component are self-explanatory. Such activities will include one-on-one counseling and discussion groups, using items of interest to the particular clients to explore and examine the effects of drug use and drug-related crime, and where appropriate, referrals will be made to local drug treatment centers.

**D. Family and other supportive services:**

The case management support program will utilize case management services, one-to-one and family interaction, training seminars and family oriented activities, and will emphasize family stability and growth. Presentations will include such topics as cultural diversity, social skills, life skills, parenting classes, stress management, budgeting workshops, educational programs, and identification of barriers to success, such as lack of skills or education.

Case management services will be geared to promote the family and to offer technical assistance in dealing with basic every day problems that sometimes seem overwhelming. There will also be training seminars to help people understand themselves and their children, the importance of life skills, coping skills, and dealing with different cultures. Family oriented sessions will be held to help promote positive family traits that include:

- Effective communication/appropriate responsive behavior;
- The importance of quality time with family members;
- Positive family recreational activities.

**F. Adult and Youth Services:**

Adult and youth services activities will include recreation and peer development. This component will provide our youth alternate year-around safe, supervised developmental activities to keep them occupied, promote self-worth and initiative, exposure to culture, and exposure to positive role models. The program will also provide childcare services to parents while they participate in component activities.



Leadership development activities will include arts and crafts, reading/story-time events, career education, mentoring, drill team routines, resident-run activities (such as "Teen Night"), and sports activities (such as basketball, swimming, roller skating, volleyball, and table games). These drug-free group activities will provide youth with strong positive reinforcement that drug use is not necessary in their lives.

A case worker and resident assistants will be employed to oversee activities that will be held during the year, both on and off-site, and resident volunteers will assist with these activities. Activities will be held during the school year at the Lakeview, Southwoods and Mall Towers Apartments, and alternated at the sites during the summer months. Playground areas have been developed at Lakeview & Southwoods, and a community building/gymnasium is located at Lakeview. These facilities will be utilized to the maximum extent feasible as locations for PHDEP activities. The summer program will provide our youth with alternate activities to keep them occupied, to promote self-worth, and with opportunities for exposure to positive role models.

**F. Economic Improvement/Educational Opportunities:**

Recognizing that lack either sufficient education or marketable job skills, or both, the programs and services of this component are intended to help enable participants to reach economic self-sufficiency and a resulting increase in self esteem. Component programs and services will be provided through both volunteer experience and available supportive services.

These community-based programs are designed to enhance students' learning experiences, as well as enhancing/improving school retention of potential drop-outs, improving participants self-esteem, increasing marketable job skills and increasing civic awareness. Existing community supportive services and volunteer experience will be utilized for these purposes. It is anticipated that up to 20 residents will participate in this component.

As part of this component, State welfare workers will be invited to speak and offer comments on compliance with welfare reform. The purpose of this activity is to address a variety of barriers to success, such as a lack of work history/skills, low self-esteem, lack of counseling services, transportation and related services.

This component will break the welfare cycle of families by bringing each family to the realization that the system can work for them.

Planned activities will help prepare residents for welfare-to-work compliance by getting residents involved in work-like settings to improve their skills. Participants will also work with appropriate agencies to increase networking skills, as they will be making contacts with businesses and providers toward development of careers. The local welfare office has been approached and consulted about the merits of this program and will coordinate services to ensure that any stipend amounts are not negative obstacles to success.

**G. Drug Abuse Intervention:**

The PHA recognizes that current drug abuse and drug-related criminal activity on or near its development sites poses a threat to the well-being of PHA residents. Therefore, through this component, the PHA's residents will be provided with drug education and intervention programs that will teach residents that they can control their own destiny. Such activities will include one-on-one counseling and group sessions, both using items of interest to the particular clients to explore and examine the effects of drugs and drug-related crime. Where appropriate, referrals will be made to local drug treatment centers.

PHA management will also hold residents accountable for the unacceptable behavior of their family members and guests. Those families who continue to ignore their responsibilities will be removed from the development sites.

The PHA will coordinate component activities with existing and expanded programs, and current community policing by the Atchison Police Department. It is expected that this coordination will enhance resident/police relations and help identify potential drug users/abusers.

This component will be coordinated with existing community services. These services include the contract security services, community drug treatment centers, the DARE program of the Atchison Police Department, social service groups, Happy Hearts Learning Center, the local Social and Rehabilitation Service (SRS) office and the Atchison Housing Authority's strong emphasis on a drug-free development.

**Part II. The annual independent survey of residents.**

The PHA will contract with an independent survey organization to conduct an annual survey of residents regarding progress toward

achieving its PHDEP goals, in compliance with PHDEP requirements. Potential providers of this service include the Benedictine College Math/Science Departments and the Northeast Guidance Center.

**Part III. How each component will assist in attainment of the PHDEP goals and objectives over a five year period:****A. Management Activities:**

These activities are integral to all of the goals of the program. The PHA believes that holding applicants and residents accountable for their actions enables management to effectively enforce the agency's zero-tolerance policy toward illegal drug activity and violent behavior.

Some examples of how the activity corresponds to the demonstrated needs/goals established for the PHDEP are:

- 92% of the residents polled believe drugs and drug-related crime are major concerns in PHA-owned property;
- a drug dealer that lived within 100 feet of the only drive entrance into the Lakeview Apartments was recently convicted on drug charges;
- residents fear violence in their neighborhoods; and
- the community has a current vandalism rate of 2.2%.

**B. Contract For Additional Security:**

This component of the PHA's PHDEP plan will provide 120 hours of contract security per year, over five years. This activity addresses many of the identified local needs by providing additional security and on-site resident policing, both of which will enhance residents' feeling of security. Specifically, this component will help address problems with vandalism, theft, drug abuse and violent behavior in Atchison.

This component will also help foster a harmonious relationship between residents and local police through coordination of activities and Police Department public relations efforts that include community policing, Police Officers and security personnel giving presentations and Policemen passing out baseball and Police Officer collector cards.

As noted earlier, residents fear potential neighborhood violence, with 92% of residents feeling that drugs and drug-related crime is a major concern. In addition to resident fears, statistics indicate that the City has experienced an increase in

automobile traffic, which directly correlates to increased incidents of theft and aggravated battery in Atchison.

Residents are apathetic about these problems because they do not perceive that the PHA or local law enforcement groups are effectively dealing with the problems. Many residents do not realize their role in the process of drug and violence elimination.

**C. Drug Education Activities:**

Education about the menace of drugs and the concept that we can control our own destiny is an integral part of achieving the over-all PHDEP plan goals. As such, some form of drug education will be a common activity in all program components and outreach programs. Ultimately, education will address and alleviate the drug-related fears and problems of the PHA's residents.

As noted earlier, educational services will include one-on-one counseling, group counseling, workshops, and presentations by law enforcement agents, community and resident leaders, and PHA management. These activities will use items of interest to the particular clients to explore and examine the effects of drugs and drug-related crime on their lives. Topics will include vandalism, theft, assaults and disturbances. Ideally, the educational component of the PHDEP will put in place on-going programs that will support and benefit both current and future residents.

The educational activities relate to demonstrated needs and data, by addressing the prevailing resident opinion that drugs, violence, vandalism, other drug-related criminal activity and the lack of a resident support system are major problems. Major emphasis will be placed on the following areas:

- 92% of surveyed residents reported the need for some type of drug awareness education and continued security services;
- 30% of surveyed residents were crime victims in the past year;
- 94% of surveyed residents believe that drug education for the children is needed to give them a chance (hence the program will educate both youth/adults);
- 14% local public school drop-out rate (parents will be encouraged to become more involved in their children's activities);

- Atchison County's continued marijuana eradication efforts;
- 200% increase in assaults over one year (1997 vs. 1998);
- the close correlation between thefts, violence and illegal drug activities;

**D. Family and other Support Services:**

The family and other supportive services component is designed to promote the family and help promote positive family traits by providing training seminars and family oriented sessions that address issues that commonly effect families. This component is inter-related with all of activities of the PHA's People Learning And Teaching (PLATO) PHDEP.

This component utilizes trained professionals within the community, such as counselors, doctors, lawyers and juvenile officials, to promote family unity and family values. Activities address the damage drug abuse, drug-related criminal activity and violent behavior can have on the family. The component also includes programs to prevent and/or intervene in drug abuse, family-oriented case management, learning activities, counseling, support groups, and coordination of component activities with existing and future activities and/or programs.

Design of the activities in this component have a major focus on the following statistical data:

- 90% female heads of households in public housing;
- 13% increase assistance for the 6.25% teenage parents in public housing;
- 100% resident opinion of the need for adequate programs for youths and adults;
- 92% resident opinion of the need for some types of family services (i.e.: parenting education and encouraging parents to become involved in the child's world);

**E. Adult and Youth Services:**

This component includes recreational and leadership development programs. Believing that persons with high self esteem and good social skills are less likely to abuse drugs or participate in other illegal or socially unacceptable behavior, these programs are designed to promote the positive personal development of participants, both at work and at play. The success of these programs will play a key role in attaining the PHDEP five-year goals.

Each program and activity incorporated into this component will

focus on one or more of the following facts and/or issues:

- Public Housing residents need positive activities as alternatives to drug-related activities;
- 58% of family unit members are under age 19;
- 90% of the PHA's households are headed by females; and
- 6.25% of the PHA's families are headed by teenage parents.

As an added benefit to the PHA, valuable information and insight regarding vandalism, drug abuse, violence and disturbances has been gleaned from PHDEP participants in the past. Such information has been provided by both residents and community members in the friendly atmosphere of recreational, sports and educational activities, and during workshops, the summer feeding program, informal group discussions and field trips. This type of information has proven instrumental in addressing problems that have occurred in the PHA's development.

**F. Economic/Educational Opportunities:**

The activities conducted through this component are designed to assist participants in improving themselves economically and, by doing so, improving their self esteem. In most cases, participants will need to improve both their motivation to work and their employability. The PHA believes that accomplishing these tasks will play a vital role in breaking the cycles of substance abuse, drug-related criminal behavior, violence and welfare participation. Breaking these cycles will facilitate the PHA's efforts to achieve its PHDEP plan goals.

Included in this component are programs such as volunteer training opportunities for residents, work skills improvement programs through potential employers, and other career and in-service training programs. Referrals to appropriate education providers will also occur, depending on the specific needs of each participant. Recognizing that childcare issues are often stumbling blocks to success, this component will also provide childcare for participants in various activities.

The activities and programs provided through this component are designed with a focus on the following facts/issues:

- 100% of the public housing resident participants are low, very low or extremely low-income families;
- 40% of surveyed residents desired job training;
- the City has a 7.3% unemployment rate;
- the local public school system has a 14% drop-out rate;
- 94% of surveyed residents believe that education is needed

to give their children a chance at success;

- 90% of the PHA's families are headed by single parents;
- 6.25% of the PHA's families are headed by teenage parents;
- Many of the potential participants have a limited work history due to a variety of reasons, including limited job skills, no drivers license or transportation, limited education because they dropped out of school, and/or they may avoid seeking work for fear of losing welfare benefits.

**G. Drug Abuse Intervention Programs:**

The PHA recognizes that existing drug abuse, drug-related criminal activity, violent behavior and other unacceptable behavior on the part of some residents and/or resident guests pose a threat to the health and well-being of all PHA residents. Therefore, the programs and activities included in this component are intended to intervene in such existing drug-related problems. Successful intervention will reduce incidents of drug use, vandalism, physical assault and domestic disturbances on PHA property. Reduction of these types of incidents are included in the PHA's PHDEP plan goals.

The activities and programs conducted through this component will include information sharing, a neighborhood watch program, volunteer patrols, referral of some problems to appropriate providers, support group development, workshop presentations by area providers and other training opportunities. PHA management will also hold residents accountable for both their actions and the actions of their guests, removing non-responsible families from the development sites.

Each activity or program will be designed with the following facts/ information in mind:

- 92% of the residents of the PHA's family units believe that drugs are a major problem at their locations;
- local police statistics indicate a 1.8% occurrence of illegal drug activity in the PHA's family units;
- PHA family unit residents do not believe they have a support system in place to help them combat drug-related problems;
- 30% of surveyed residents were crime victims in the past year;
- 94% reported education for the children in needed to give

them a chance;

- 10% of the PHA's residents see a need for prescription drug education;
- there is a close correlation between such crimes as theft and battery, and illegal drug usage.

#### **Part IV. PHDEP Five-Year Goals**

In order to be able to assess the success of its drug elimination program, the PHA has established several measurable PHDEP goals:

- Goal 1.** A 5% decrease in incidents of vandalism to PHA-owned property;
- Goal 2.** A 6% decrease in incidents of theft on PHA-owned property;
- Goal 3.** A 5% decrease in incidents of illegal drug activity (measured by arrests for possession and/or sale of illegal substances) on PHA-owned property;
- Goal 4.** A 10% decrease in incidents of aggravated assault on PHA-owned property;
- Goal 5.** A 10% decrease in incidents of simple assault on PHA-owned property;
- Goal 6.** A 10% decrease in disturbance calls to the Police from residents of PHA-owned property;



# Public Housing Drug Elimination Program Plan

**Note: THIS PHDEP Plan template (HUD 50075-PHDEP Plan) is to be completed in accordance with Instructions located in applicable PIH Notices.**

**Annual PHDEP Plan Table of Contents:**

1. General Information/History
2. PHDEP Plan Goals/Budget
3. Milestones
4. Certifications

**Section 1: General Information/History**

- A. Amount of PHDEP Grant \$\_42,009.00**
- B. Eligibility type (Indicate with an “x”) N1\_\_\_\_\_ N2\_\_\_\_\_ R\_x\_\_\_\_\_**
- C. FFY in which funding is requested 2000**
- D. Executive Summary of Annual PHDEP Plan**

In the space below, provide a brief overview of the PHDEP Plan, including highlights of major initiatives or activities undertaken. It may include a description of the expected outcomes. The summary must not be more than five (5) sentences long

The PHDEP program of the Atchison Housing Authority will utilize coordination with current management/screening, alternate activities, and security measures with Comprehensive Drug Prevention & Intervention Programs & Contract Security. These programs are designed to reduce drugs/crime in the AHA Developments of Mall Towers, Lakeview & Southwoods. The program will provide Drug Education, Recreation, Leadership, Parent Classes and skill training, Resident Enhancement, & Referral. All programs will be coordinated with local treatment & referral group, present/future WEED and SEED, One Strike, Welfare Reform, and benefit from participation of professional athletes in the program.

**E. Target Areas**

Complete the following table by indicating each PHDEP Target Area (development or site where activities will be conducted), the total number of units in each PHDEP Target Area, and the total number of individuals expected to participate in PHDEP sponsored activities in each Target Area.

PHDEP Target Areas (Name of development(s) or site)	Total # of Units within the PHDEP Target Area(s)	Total Population to be Served within the PHDEP Target Area(s)
PHA wide	191	253

**F. Duration of Program**

Indicate the duration (number of months funds will be required) of the PHDEP Program proposed under this Plan (place an “x” to indicate the length of program by # of months. For “Other”, identify the # of months).

**6 Months\_\_\_\_\_ 12 Months\_x\_\_\_\_\_ 18 Months\_\_\_\_\_ 24 Months\_\_\_\_\_ Other \_\_\_\_\_**

## G. PHDEP Program History

Indicate each FY that funding has been received under the PHDEP Program (place an “x” by each applicable Year) and provide amount of funding received. If previously funded programs have not been closed out at the time of this submission, indicate the fund balance and anticipated completion date. For grant extensions received, place “GE” in column or “W” for waivers.

Fiscal Year of Funding	PHDEP Funding Received	Grant #	Fund Balance as of Date of this Submission	Grant Extensions or Waivers	Anticipated Completion Date
FY 1995	95,000.00	KS16DEP0170195	0.00	No	02/23/1998
FY 1996	95,000.00	KS16DEP0170196	0.00	No	12/31/1998
FY 1997	57,000.00	KS16DEP0170197	0.00	No	11/30/1999
FY1998	57,000.00	KS16DEP0170198	11,559.96	No	12/03/2000
FY 1999	42,009.00	KS16DEP0170199	42,009.00	No	01/06/2001

## Section 2: PHDEP Plan Goals and Budget

### A. PHDEP Plan Summary

In the space below, summarize the PHDEP strategy to address the needs of the target population/target area(s). Your summary should briefly identify: the broad goals and objectives, the role of plan partners, and your system or process for monitoring and evaluating PHDEP-funded activities. This summary should not exceed 5-10 sentences.

**The PHDEP program consists of a five year comprehensive Drug Elimination strategy that will coordinate activities with current activities. This coordination of services include the local Atchison Police Department, contract providers for implementation, service provision and evaluations. The program will utilize management and screening, and providing for Contract Security, Drug Prevention and Intervention Programs to reduce drugs/crime, and provide for service activities in the Housing Complex. The project will complement the PHA’s commitment on maintaining/creating a Drug Free Developments.**

**The AHA evaluation process will consist of collection of quantitative and qualitative data, maintain, and analyze Uniform Crime Reporting, drug crime related activities, and the independent survey. Program outcomes and solutions will be shared and the monitoring of funded activities will occur through i.e. meeting, networking review of related data/materials will be a on going porocess that will collect, alalyze, and maintain a variety of data that will be used to measure the programs effectiveness or modification.**

### B. PHDEP Budget Summary

Enter the total amount of PHDEP funding allocated to each line item.

FY 1999 PHDEP Budget Summary	
Budget Line Item	Total Funding
9110 - Reimbursement of Law Enforcement	2,382.00
9120 - Security Personnel	2,760.00
9130 - Employment of Investigators	
9140 - Voluntary Tenant Patrol	
9150 - Physical Improvements	
9160 - Drug Prevention	36,767.00
9170 - Drug Intervention	100.00
9180 - Drug Treatment	
9190 - Other Program Costs	

<b>TOTAL PHDEP FUNDING</b>	42,009.00

### C. PHDEP Plan Goals and Activities

In the tables below, provide information on the PHDEP strategy summarized above by budget line item. Each goal and objective should be numbered sequentially for each budget line item (where applicable). Use as many rows as necessary to list proposed activities (additional rows may be inserted in the tables). PHAs are not required to provide information in shaded boxes. Information provided must be concise—not to exceed two sentences in any column. Tables for line items in which the PHA has no planned goals or activities may be deleted.

<b>9110 - Reimbursement of Law Enforcement</b>					<b>Total PHDEP Funding: \$ 2,382.00</b>		
Goal(s)	To provide a safe place for low-income families to live.						
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount/Source)	Performance Indicators
1.NCIC Screening			1/6/00	1/5/2001	2,382.00		
2.							
3.							

<b>9120 - Security Personnel</b>					<b>Total PHDEP Funding: \$2,760.00</b>		
Goal(s)	1) 5% decrease of Vandalism 2) 6% decrease theft 3)10%decrease aggravated and simple assaults.4) 10%decrease in disturbance calls.						
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount/Source)	Performance Indicators
1.Contract Security			1/6/00	1/5/2001	2760.00		
2.							
3.							

<b>9130 - Employment of Investigators</b>					<b>Total PHDEP Funding: \$</b>		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount/Source)	Performance Indicators
1.							
2.							
3.							

<b>9140 - Voluntary Tenant Patrol</b>					<b>Total PHDEP Funding: \$</b>		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

<b>9150 - Physical Improvements</b>					<b>Total PHDEP Funding: \$</b>		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

<b>9160 - Drug Prevention</b>					<b>Total PHDEP Funding: \$36,767.00</b>		
Goal(s)							
Provide Programs to alleviate/reduce drugs and crime.							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1. Drug Education	150	PHA wide	1/6/00	1/5/2001	725.00		
2. Family & Resident Supp.	200	PHA wide	1/6/00	15/2001	31804.00		
3. Management & Sub Contractors	7	PHA wide	1/6/00	1/5/2001	4238.00		

<b>9170 - Drug Intervention</b>					<b>Total PHDEP Funding: \$100.00</b>		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							

2.							
3.							

<b>9180 - Drug Treatment</b>						<b>Total PHDEP Funding: \$</b>	
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

<b>9190 - Other Program Costs</b>						<b>Total PHDEP Funds: \$</b>	
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

**Section 3: Expenditure/Obligation Milestones**

Indicate by Budget Line Item and the Proposed Activity (based on the information contained in Section 2 PHDEP Plan Budget and Goals), the % of funds that will be expended (at least 25% of the total grant award) and obligated (at least 50% of the total grant award) within 12 months of grant execution.

Budget Line Item #	25% Expenditure of Total Grant Funds By Activity #	Total PHDEP Funding Expended (sum of the activities)	50% Obligation of Total Grant Funds by Activity #	Total PHDEP Funding Obligated (sum of the activities)
<i>e.g Budget Line Item # 9120</i>	<i>Activities 1, 3</i>		<i>Activity 2</i>	
9110	Activities 1, 85%	\$ 2,025.00	Activity 1 100%	\$ 2,382.00
9120	Act. 1&2 85%	\$ 2,2006	Act. 1&2 100%	\$ 2,760.00
9130				
9140				
9150				
9160	Act. 1 -3 , 85%	\$31,252.00	Act. 1 - 3 , 100%	\$36,767.00
9170	Act. 1, 100%	\$ 100.00	Act. 1. 100%	\$ 100.00
9180				
9190				

<b>TOTAL</b>		\$35,383.00		\$42,009.00

**Section 4: Certifications**

A comprehensive certification of compliance with respect to the PHDEP Plan submission is included in the “PHA Certifications of Compliance with the PHA Plan and Related Regulations.”

## PHA Plan Attachment B.

### **5-Year Action Plan for Capital Fund Tables (Component 7 - Table 1)**

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

<b>Summary 5-Year Capital Improvement Action Plan Table</b>				
<b>Development Number</b>	<b>Development Name (or indicate PHA wide)</b>	<b>Number Vacant Units</b>	<b>% Vacancies in Development</b>	
<b>KS017001</b>	<b>PHA Wide</b>	<b>37</b>	<b>19.4%</b>	
<b>Description of Needed Physical Improvements or Management Improvements (ESTIMATED FUNDING SUMMARY SHEET)</b>			<b>Estimated Cost</b>	<b>Planned Start Date (HA Fiscal Year)</b>
Unobligated Capital (CIAP) (from FFY 1999 Grant)			<b>\$ 200,000</b>	<b>4/1/2000</b>
Agency Plan Year One Estimated Capital Funding (FFY 2000)			<b>285,919</b>	<b>4/1/2000</b>
Agency Plan Year Two	"	" (FFY2001)	<b>285,919</b>	<b>4/1/2001</b>
Agency Plan Year Three	"	" (FFY 2002)	<b>285,919</b>	<b>4/1/2002</b>
Agency Plan Year Four	"	" (FFY 2003)	<b>285,919</b>	<b>4/1/2003</b>
Agency Plan Year Five	"	" (FFY 2004)	<b>285,919</b>	<b>4/1/2004</b>
<b>Total estimated cost over next 5 years</b>			<b>\$ 1,629,595</b>	



**5-Year Action Plan for Capital Fund Tables (Component 7 - Table 2)**

<b>5-Year Capital Improvement Action Plan Table (Year Two)</b>				
<b>Development Number</b>	<b>Development Name (or indicate PHA wide)</b>	<b>Number Vacant Units</b>	<b>% Vacancies in Development</b>	
<b>KS017001</b>	<b>PHA Wide</b>			
<b>Description of Needed Physical Improvements or Management Improvements to Be Addressed Using Year-Two Funding</b>			<b>Estimated Cost</b>	<b>Planned Start Date (HA Fiscal Year)</b>
<b>1. Operations</b>			<b>\$ 28,592</b>	<b>4/1/2001</b>
<b>2. Management Improvements</b>			<b>4,000</b>	
<b>3. Administration (Salaries, Benefits and Office Supplies)</b>			<b>30,000</b>	
<b>4. Fees and Costs (Consultants and A&amp;E Services)</b>			<b>18,000</b>	
<b>5. Site Improvements:</b>			<b>0</b>	
<b>a.</b>				
<b>b.</b>				
<b>c.</b>				
<b>6. Dwelling Structures:</b>			<b>99,735</b>	
<b>a. Replace floor tile in family units</b>				
<b>b.</b>				
<b>c.</b>				
<b>7. Nondwelling Structures:</b>			<b>0</b>	
<b>a.</b>				
<b>b.</b>				
<b>c.</b>				
<b>8. Nondwelling Equipment:</b>			<b>27,000</b>	
<b>a. Replace Mall Towers Emergency Water Pump</b>				
<b>b. Replace Mall Towers Emergency Jockey Pump</b>				
<b>c.</b>				
<b>9. Replacement Reserve</b>			<b>28,592</b>	

<b>10. Relocation Costs</b>		
<b>11. Mod Used for Development (First Time Homebuyers Program)</b>	<b>50,000</b>	
<b>Total Estimated Cost of Year Two Grant Projects</b>	<b>\$ 285,919</b>	

**5-Year Action Plan for Capital Fund Tables (Component 7 - Table 3)**

<b>5-Year Capital Improvement Action Plan Table (Year Three)</b>			
<b>Development Number</b>	<b>Development Name (or indicate PHA wide)</b>	<b>Number Vacant Units</b>	<b>% Vacancies in Development</b>
<b>KS017001</b>	<b>PHA Wide</b>		
<b>Description of Needed Physical Improvements or Management Improvements to Be Addressed Using Year-Three Funding</b>			<b>Estimated Cost</b>
<b>1. Operations</b>			<b>\$ 28,592</b>
<b>2. Management Improvements</b>			<b>4,000</b>
<b>3. Administration (Salaries, Benefits and Office Supplies)</b>			<b>30,000</b>
<b>4. Fees and Costs (Consultants and A&amp;E Services)</b>			<b>18,000</b>
<b>6. Site Improvements:</b>			
<b>a.</b>			
<b>b.</b>			
<b>c.</b>			
<b>6. Dwelling Structures:</b>			<b>0</b>
<b>a.</b>			
<b>b.</b>			
<b>c.</b>			
<b>7. Nondwelling Structures:</b>			<b>126,735</b>
<b>a. Energy Conservation Projects</b>			
<b>8. Replace Kitchen Cabinets - Family Units</b>			
<b>c.</b>			
<b>9. Nondwelling Equipment:</b>			<b>0</b>
<b>a.</b>			
<b>b.</b>			

<b>c.</b>		
<b>10. Replacement Reserve</b>	<b>28,592</b>	
<b>11. Relocation Costs</b>		
<b>12. Mod Used for Development (First Time Homebuyers Program)</b>	<b>50,000</b>	
<b>Total Estimated Cost of Year Three Grant Projects</b>	<b>\$ 285,919</b>	

**5-Year Action Plan for Capital Fund Tables (Component 7 - Table 4)**

<b>5-Year Capital Improvement Action Plan Table (Year Four)</b>			
<b>Development Number</b>	<b>Development Name (or indicate PHA wide)</b>	<b>Number Vacant Units</b>	<b>% Vacancies in Development</b>
<b>KS017001</b>	<b>PHA Wide</b>		
<b>Description of Needed Physical Improvements or Management Improvements to Be Addressed Using Year Four Funding</b>			<b>Estimated Cost</b>
			<b>Planned Start Date (HA Fiscal Year)</b>
<b>1. Operations</b>			<b>\$ 28,592</b>
<b>2. Management Improvements</b>			<b>4,000</b>
<b>3. Administration (Salaries, Benefits and Office Supplies)</b>			<b>30,000</b>
<b>4. Fees and Costs (Consultants and A&amp;E Services)</b>			<b>18,000</b>
<b>7. Site Improvements:</b>			<b>0</b>
<b>a.</b>			
<b>b.</b>			
<b>c.</b>			
<b>6. Dwelling Structures:</b>			<b>126,735</b>
<b>a. Replace Window Blinds - All Units</b>			
<b>b.</b>			
<b>c.</b>			
<b>7. Nondwelling Structures:</b>			
<b>a.</b>			
<b>b.</b>			
<b>c.</b>			
<b>8. Nondwelling Equipment:</b>			
<b>a.</b>			
<b>b.</b>			
<b>c.</b>			
<b>9. Replacement Reserve</b>			<b>28,592</b>
<b>10. Relocation Costs</b>			
<b>11. Mod Used for Development (First Time Homebuyers)</b>			<b>50,000</b>

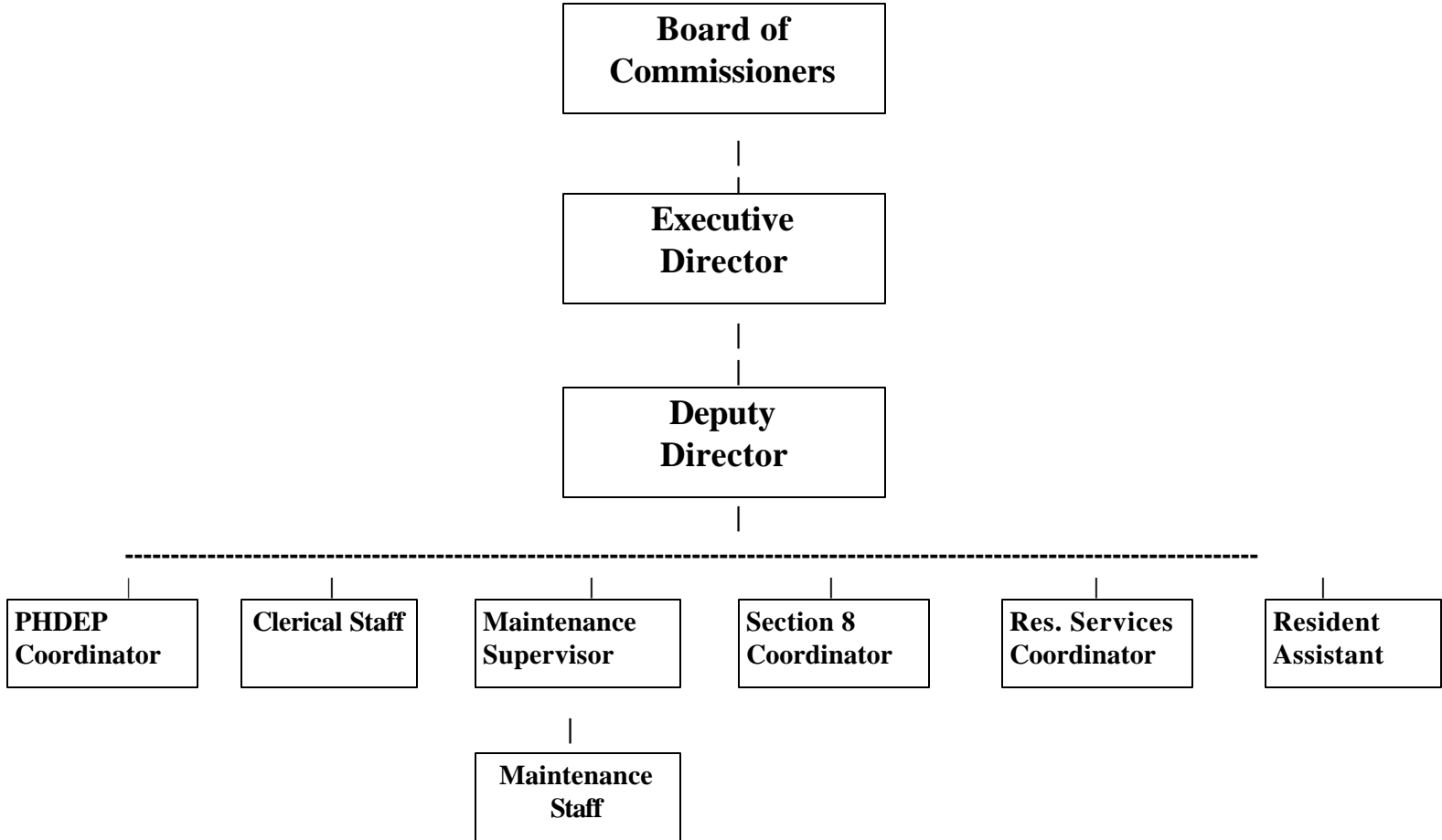
<b>Program)</b>		
<b>Total Estimated Cost of Year Four Grant Projects</b>	<b>\$ 285,919</b>	

**5-Year Action Plan for Capital Fund Tables (Component 7 - Table 5)**

<b>5-Year Capital Improvement Action Plan Table (Year Five)</b>			
<b>Development Number</b>	<b>Development Name (or indicate PHA wide)</b>	<b>Number Vacant Units</b>	<b>% Vacancies in Development</b>
<b>KS017001</b>	<b>PHA Wide</b>		
<b>Description of Needed Physical Improvements or Management Improvements to Be Addressed Using Year Five Funding</b>			<b>Estimated Cost</b>
			<b>Planned Start Date (HA Fiscal Year)</b>
<b>1. Operations</b>			<b>\$ 28,592</b>
<b>2. Management Improvements</b>			<b>4,000</b>
<b>3. Administration (Salaries, Benefits and Office Supplies)</b>			<b>30,000</b>
<b>4. Fees and Costs (Consultants and A&amp;E Services)</b>			<b>18,000</b>
<b>8. Site Improvements:</b>			<b>93,735</b>
<b>a. Sidewalk Replacement - Phase II</b>			
<b>b.</b>			
<b>c.</b>			
<b>6. Dwelling Structures:</b>			<b>10,000</b>
<b>a. Resurface Mall Towers Roof</b>			
<b>b.</b>			
<b>c.</b>			
<b>7. Nondwelling Structures:</b>			<b>15,000</b>
<b>a. Replace Hallway Carpet</b>			
<b>b.</b>			
<b>c.</b>			
<b>8. Nondwelling Equipment:</b>			<b>8,000</b>
<b>a. Replace Community Room Furnishings</b>			
<b>b.</b>			
<b>c.</b>			
<b>9. Replacement Reserve</b>			<b>28,592</b>
<b>10. Relocation Costs</b>			
<b>11. Mod Used for Development (First Time Homebuyers)</b>			<b>50,000</b>

<b>Program)</b>		
<b>Total Estimated Cost of Year Five Grant Projects</b>	<b>\$ 285,919</b>	

**PHA Plan Attachment C. Atchison Housing Authority Organizational Chart**





**1999 RESIDENT/PUBLIC COMMENT SHEET**  
**(Attachment D. to the Atchison Housing Authority Agency**  
**Plans)**

**Comment:** **The use of acronyms is confusing. Could the acronyms used be replaced with the actual names/titles?**

**Management Response:** Replacement of all acronyms would be somewhat unwieldy, due to the length of some of the names. However, more care can be taken to use the entire name(s) the first time each is referenced on each page, with the acronym(s) being used in the balance of the page.

**Board Action:** Insert a page near the front of the Plan which lists the full names and acronyms used throughout the body of the Plan.

\*\*\*\*\*

**Comment:** **The use of the words “strategy” and “strategies” in the layout of Section D. (page 11) of the one-year plan is unclear and confusing. Can this section be outlined differently?**

**Management Response:** Suggest that the section title be changed from “Strategy for Addressing Needs” to “Strategies Identified to Address Needs and Justification of Strategies”, and the title to subsection (1) be changed from “Strategies” to “Strategies Identified to Address Needs”.

**Board Action:** Adopted the management recommendation.

\*\*\*\*\*

**Comment:** **On pages 15 and 16 of the One-Year Plan, the “Planned Uses” column in the financial resources chart is not complete. Is this correct?**

**Management Response:** This column should be completed as follows:  
The planned uses of item 1. a) should read “PHA Operations”, the planned uses of item 1. b) should read “Capital Improvements”, the planned uses of item 1. e) should read “Tenant-Based Assistance” and the planned uses of item 1. f) should read “PHA Drug Elimination Programs”.

**Board Action:** Directed management to complete the applicable column.

\*\*\*\*\*

**Comment:** **The Statement of Financial Resources chart appearing on pages 15 and 16 of the One-Year Plan would be easier to read and understand if it appeared only on one page. Can this be accomplished?**

**1999 RESIDENT/PUBLIC COMMENT SHEET**  
**(Attachment D. to the Atchison Housing Authority Agency Plans)**

**Management Response:** Yes – this chart can be made to fit on only one page.

**Board Action:** Adopted this change.

\*\*\*\*\*

**Comment:** Under paragraph (3) Search Time, on page 23 of the One-Year Plan, the phrase “Family must show a good-faith effort to lease-up” should be moved below the phrase “If yes, state circumstances below:”.

**Management Response:** Agree that this change should take place.

**Board Action:** Adopted this change.

\*\*\*\*\*

**Comment:** Under item 3. on page 24 of the One-Year Plan, the “check boxes” are missing, which makes this section confusing.

**Management Response:** Agree that the boxes should be re-inserted in this section.

**Board Action:** Adopted this change.

---

**Comment:** On page 30 of the One-Year Plan, in the chart at the bottom of the page, the “Expected Turnover” column is blank. Is this correct?

**Management Response:** This column should be completed as follows: the expected turnover of Public Housing is 60 units and the expected turnover of Section 8 Vouchers is 10 units. These are expectations for the 12 month plan period, based on historical averages.

**Board Action:** Directed management to include this information.

\*\*\*\*\*

**Comment:** The agency’s “One Strike” policy is not included in the list of policies to be maintained by the Housing Authority (page 31 of the One-Year Plan). Should that policy be listed here?

**1999 RESIDENT/PUBLIC COMMENT SHEET**  
**(Attachment D. to the Atchison Housing Authority Agency**  
**Plans)**

**Management Response:** Yes it should.

**Board Action:** Adopted this change.

---

**Comment:** Regarding the agency's transfer policy (paragraph (4) on page 18 of the One-Year Plan), some residents believe that over-income families are being given one-bedroom apartments ahead of current residents who are on the one-bedroom waiting list and some residents don't believe there truly is a one-bedroom waiting list. Is either of these beliefs true?

**Management Response:** Per the agency's admissions policies, every single-person family who moves into Mall Towers, regardless of income, must first move in to an efficiency apartment, except someone with a verifiable medical reason for needing a one-bedroom unit. Every person who moves into an efficiency apartment is automatically placed on the one-bedroom waiting list, by the date of their admission. Staff maintains this waiting list, current at all times.

When a person's name comes to the top of the waiting list and we have a one-bedroom unit available, that person is offered the unit, unless we have a couple or a single person with a medical excuse waiting for a one-bedroom unit. We do not deny admission to families who qualify for a one-bedroom unit simply to allow individuals already housed in Mall Towers to move into a larger apartment.

Any person can find out what their position is on that waiting list at any time. The other names on the waiting list are confidential, to protect their privacy. Each person who asks is simply told their position by number, such as "you are number 3 on the waiting list".

If the top-most person on the waiting list refuses an offer of a one-bedroom unit, they are dropped from the one-bedroom waiting list. They must ask to be put back on the list, and will be placed back on the list basis the date of their request, not their date of admission.

**Board Action:** None required or taken.

## PHA Plan Attachment E.

### Component 7 Capital Fund Program Annual Statement Parts I, II, and III

#### Annual Statement

#### Capital Fund Program (CFP) Part I: Summary

Capital Fund Grant Number: N/A      FFY of Grant Approval: (10/2000)

Original Annual Statement (Based on Estimated Capital Grant Funding for FFY)

Line No.	Summary by Development Account	Total Estimated Cost (\$)
1	Total Non-CGP Funds	
2	1406 Operations	28,592
3	1408 Management Improvements	
4	1410 Administration	30,000
5	1411 Audit	
6	1415 Liquidated Damages	
7	1430 Fees and Costs	15,900
8	1440 Site Acquisition	
9	1450 Site Improvement	11,835
10	1460 Dwelling Structures	91,000
11	1465.1 Dwelling Equipment-Nonexpendable	80,000
12	1470 Nondwelling Structures	
13	1475 Nondwelling Equipment	
14	1485 Demolition	
15	1490 Replacement Reserve	28,592
16	1492 Moving to Work Demonstration	
17	1495.1 Relocation Costs	
18	1498 Mod Used for Development	
19	1502 Contingency	
20	<b>Amount of Annual Grant (Sum of lines 2-19)</b>	285,919
21	Amount of line 20 Related to LBP Activities	
22	Amount of line 20 Related to Section 504 Compliance	
23	Amount of line 20 Related to Security	

**Annual Statement  
Capital Fund Program (CFP) Part II: Supporting Table**

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Total Estimated Cost (\$)
KS017001	Operations	1406	28,592
	Administration	1410	30,000
	Fees and Costs (Professional Services)	1410	14,630
	Site Improvements:  Sidewalk Replacement Parking Area Replacement Erosion Control Project (Phase 2)	1450	36,605
	Dwelling Structures:  Closet Door Replacement (Phase 2)	1460	67,500
	(or) Conversion of 45 Efficiency Units	1465.1	80,000
	Dwelling Equipment - Nonexpendable:  Add C/A to Family Units		
	Replacement Reserve	1490	28,592

--	--	--	--

**Annual Statement  
Capital Fund Program (CFP) Part III: Implementation Schedule**

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)	All Funds Expended (Quarter Ending Date)
KS017001	9/30/2002	12/31/2002

# ATCHISON HOUSING AUTHORITY ACOP TABLE OF CONTENTS

---

<b>1.0</b>	<b>FAIR HOUSING.....</b>	<b>6</b>
<b>2.0</b>	<b>REASONABLE ACCOMODATION .....</b>	<b>6</b>
2.1	COMMUNICATION.....	7
2.2	QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION .....	7
<b>3.0</b>	<b>SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS</b>	
	<b>AND RESIDENTS .....</b>	<b>9</b>
<b>4.0</b>	<b>FAMILY OUTREACH .....</b>	<b>9</b>
<b>5.0</b>	<b>RIGHT TO PRIVACY.....</b>	<b>9</b>
<b>6.0</b>	<b>REQUIRED POSTINGS .....</b>	<b>9</b>
<b>7.0</b>	<b>TAKING APPLICATIONS.....</b>	<b>10</b>
<b>8.0</b>	<b>ELIGIBILITY FOR ADMISSION.....</b>	<b>12</b>
8.1	INTRODUCTION.....	12
8.2	ELIGIBILITY CRITERIA .....	12
8.3	SUITABILITY .....	15
8.4	GROUND FOR DENIAL .....	17
8.5	INFORMAL REVIEW .....	19
<b>9.0</b>	<b>MANAGING THE WAITING LIST .....</b>	<b>19</b>
9.1	ESTABLISHMENT OF TWO WAITING LISTS.....	17
9.2	OPENING AND CLOSING THE WAITING LIST .....	19
9.3	ORGANIZATION OF THE WAITING LIST .....	20
9.4	FAMILIES NEARING THE TOP OF THE WAITING LIST .....	20
9.5	PURGING THE WAITING LIST.....	21
9.6	REMOVAL OF APPLICANTS FROM THE WAITING LIST .....	21
9.7	MISSED APPOINTMENTS .....	21
9.8	NOTIFICATION OF NEGATIVE ACTIONS.....	21
<b>10.0</b>	<b>TENANT SELECTION AND ASSIGNMENT PLAN.....</b>	<b>22</b>
10.1	PREFERENCES.....	22
10.2	ASSIGNMENT OF BEDROOM SIZES .....	23
10.3	SELECTION FROM THE WAITING LIST .....	25
10.4	DECONCENTRATION POLICY.....	25
10.5	DECONCENTRATION INCENTIVES .....	25
10.6	OFFER OF A UNIT .....	26
10.7	REJECTION OF UNIT.....	26

10.8	ACCEPTANCE OF UNIT .....	24
<b>11.0</b>	<b>INCOME, EXCLUSIONS FROM INCOME, AND DEDUCTIONS</b>	
	<b>FROM INCOME.....</b>	<b>25</b>
11.1	INCOME.....	28
11.2	ANNUAL INCOME.....	30
11.3	DEDUCTIONS FROM ANNUAL INCOME .....	34
<b>12.0</b>	<b>VERIFICATION .....</b>	<b>32</b>
12.1	ACCEPTABLE METHODS OF VERIFICATION .....	35
12.2	TYPES OF VERIFICATION.....	33
12.3	VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS.....	39
12.4	VERIFICATION OF SOCIAL SECURITY NUMBERS.....	40
12.5	TIMING OF VERIFICATION .....	40
12.6	FREQUENCY OF OBTAINING VERIFICATION .....	41
<b>13.0</b>	<b>DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT .....</b>	<b>41</b>
13.1	FAMILY CHOICE .....	41
13.2	THE FORMULA METHOD.....	42
13.3	MINIMUM RENT.....	39
13.4	THE FLAT RENT .....	43
13.5	CEILING RENT.....	44
13.6	RENT FOR FAMILIES UNDER THE NONCITIZEN RULE.....	44
13.7	UTILITY ALLOWANCE.....	45
13.8	PAYING RENT .....	46
<b>14.0</b>	<b>CONTINUED OCCUPANCY AND COMMUNITY SERVICE.....</b>	<b>46</b>
14.1	GENERAL .....	46
14.2	EXEMPTIONS.....	47
14.3	NOTIFICATION OF THE REQUIREMENT .....	47
14.4	VOLUNTEER OPPORTUNITIES.....	48
14.5	THE PROCESS.....	48
14.6	NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT.....	49
14.7	OPPORTUNITY FOR CURE.....	49
<b>15.0</b>	<b>RECERTIFICATIONS .....</b>	<b>49</b>
15.1	GENERAL .....	49
15.2	MISSED APPOINTMENTS .....	50
15.3	FLAT RENTS .....	50
15.4	THE FORMULA METHOD.....	51
15.5	EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS .....	52
15.6	INTERIM REEXAMINATIONS.....	52



15.7	SPECIAL REEXAMINATIONS.....	53
15.8	EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS .....	53
<b>16.0</b>	<b>UNIT TRANSFERS.....</b>	<b>50</b>
16.1	OBJECTIVES OF THE TRANSFER POLICY.....	54
16.2	CATEGORIES OF TRANSFERS.....	54
16.3	DOCUMENTATION .....	55
16.4	INCENTIVE TRANSFERS .....	55
16.5	PROCESSING TRANSFERS.....	56
16.6	COST OF THE FAMILY'S MOVE.....	57
16.7	TENANTS IN GOOD STANDING.....	57
16.8	TRANSFER REQUESTS.....	57
16.9	RIGHT OF THE XYZ HOUSING AUTHORITY IN TRANSFER POLICY .....	58
<b>17.0</b>	<b>INSPECTIONS.....</b>	<b>58</b>
17.1	MOVE-IN INSPECTIONS.....	58
17.2	ANNUAL INSPECTIONS .....	58
17.3	PREVENTATIVE MAINTENANCE INSPECTIONS.....	59
17.4	SPECIAL INSPECTIONS.....	55
17.5	HOUSEKEEPING INSPECTIONS.....	59
17.6	NOTICE OF INSPECTION.....	59
17.7	EMERGENCY INSPECTIONS .....	59
17.8	PRE-MOVE-OUT INSPECTIONS.....	59
17.9	MOVE-OUT INSPECTIONS .....	60
<b>18.0</b>	<b>PET POLICY.....</b>	<b>56</b>
18.1	EXCLUSIONS .....	60
18.2	PETS IN SENIOR BUILDINGS .....	60
18.3	APPROVAL .....	60
18.4	TYPES AND NUMBER OF PETS .....	60
18.5	INOCULATIONS .....	61
18.6	PET DEPOSIT .....	61
18.7	FINANCIAL OBLIGATION OF RESIDENTS .....	57
18.8	NUISANCE OR THREAT TO HEALTH OR SAFETY .....	61
18.9	DESIGNATION OF PET AREAS .....	61
18.10	VISITING PETS .....	62
18.11	REMOVAL OF PETS.....	62
<b>19.0</b>	<b>REPAYMENT AGREEMENTS.....</b>	<b>62</b>
<b>20.0</b>	<b>TERMINATION .....</b>	<b>62</b>

20.1 TERMINATION BY TENANT .....62  
20.2 TERMINATION BY THE HOUSING AUTHORITY .....63  
20.3 ABANDONMENT .....64  
20.4 RETURN OF SECURITY DEPOSIT .....64

**(PAGE RESERVED)**

# **AHA ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

---

This Admissions and Continued Occupancy Policy defines the Atchison Housing Authority's policies for the operation for the Public Housing Program, incorporating Federal, State and local law. If there is any conflict between this policy and current laws or regulations, the laws and regulations will prevail.

## **1.0 FAIR HOUSING**

It is the policy of the Atchison Housing Authority to fully 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.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Atchison Housing Authority's programs.

To further its commitment to full compliance with applicable Civil Rights laws, the Atchison Housing Authority will provide Federal/State/local information to applicants/tenants of the Public Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Atchison Housing Authority office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The Atchison Housing Authority will assist any family that believes they have suffered illegal discrimination by providing them copies of the appropriate housing discrimination forms. The Atchison Housing Authority will also assist them in completing the forms if requested, and will provide them with the address of the nearest HUD office of Fair Housing and Equal Opportunity.

## **2.0 REASONABLE ACCOMODATION**

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Atchison Housing Authority housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the Atchison Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Atchison Housing Authority will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodations.

## **2.1 COMMUNICATION**

Anyone requesting an application will also receive a Request for Reasonable Accommodation form.

Notifications of reexamination, inspection, appointment, or eviction will include information about requesting a reasonable accommodation. Any notification requesting action by the tenant will include information about requesting a reasonable accommodation.

All decisions granting or denying requests for reasonable accommodations will be in writing.

## **2.2 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION**

- A. Is the requestor a person with disabilities? For this purpose the definition of person with disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment. (The disability may not be apparent to others, i.e., a heart condition).

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the Atchison Housing Authority will obtain verification that the person is a person with a disability.

- B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is

yes. If it is not apparent, the Atchison Housing Authority will obtain documentation that the requested accommodation is needed due to the disability. The Atchison Housing Authority will not inquire as to the nature of the disability.

- C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:
1. Would the accommodation constitute a fundamental alteration? The Atchison Housing Authority's business is housing. If the request would alter the fundamental business that the Atchison Housing Authority conducts, that would not be reasonable. For instance, the Atchison Housing Authority would deny a request to have the Atchison Housing Authority do grocery shopping for a person with disabilities.
  2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Atchison Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.
- D. Generally the individual knows best what it is they need; however, the Atchison Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the Atchison Housing Authority's programs or services.

If more than one accommodation is equally effective in providing access to the Atchison Housing Authority's programs and services, the Atchison Housing Authority retains the right to select the most efficient or economic choice.

The cost necessary to carry out approved requests, including requests for physical modifications, will be borne by the Atchison Housing Authority if there is no one else willing to pay for the modifications. If another party pays for the modification, the Atchison Housing Authority will seek to have the same entity pay for any restoration costs.

If the tenant requests as a reasonable accommodation that they be permitted to make physical modifications at their own expense, the Atchison Housing Authority will generally approve such request if it does not violate codes or affect the structural integrity of the unit.

Any request for an accommodation that would enable a tenant to materially violate essential lease terms will not be approved, i.e. allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc.

### **3.0 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND RESIDENTS**

The Atchison Housing Authority will endeavor to access people who speak languages other than English in order to assist non-English speaking families. The following languages shall be covered: **Spanish**

### **4.0 FAMILY OUTREACH**

The Atchison Housing Authority will publicize the availability and nature of the Public Housing Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach people who cannot or do not read the newspapers, the Atchison Housing Authority will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The Atchison Housing Authority will also try to utilize public service announcements.

The Atchison Housing Authority will communicate the status of housing availability to other service providers in the community and inform them of housing eligibility factors and guidelines so they can make proper referrals for the Public Housing Program.

### **5.0 RIGHT TO PRIVACY**

All adult members of both applicant and tenant households are required to sign HUD Form 9886, Authorization for Release of Information and Privacy Act Notice. The Authorization for Release of Information and Privacy Act Notice states how family information will be released and includes the Federal Privacy Act Statement.

Any request for applicant or tenant information will not be released unless there is a signed release of information request from the applicant or tenant.

### **6.0 REQUIRED POSTINGS**

In each of its offices, the Atchison Housing Authority will post, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. Statement of Policies and Procedures governing Admission and Continued Occupancy
- B. Notice of the status of the waiting list (opened or closed)
- C. A listing of all the developments by name, address, number of units, units designed with special accommodations, address of all project offices, office hours, telephone numbers, TDD numbers, and Resident Facilities and operation hours
- D. Income Limits for Admission
- E. Excess Utility Charges
- F. Utility Allowance Schedule
- G. Current Schedule of Routine Maintenance Charges
- H. Dwelling Lease
- I. Grievance Procedure
- J. Fair Housing Poster
- K. Equal Opportunity in Employment Poster
- L. Any current Atchison Housing Authority Notices

## **7.0 TAKING APPLICATIONS**

Families wishing to apply for the Public Housing Program will be required to complete an application for housing assistance.

**Applications may be made in person at the Atchison Housing Authority's business office, located at 103 South 7<sup>th</sup> Street, Atchison, Kansas, on Monday through Friday, from 8:00 A.M. through 5:00 P.M., prevailing local time.** Applications will be mailed to interested families upon request.



Applications are taken to compile a waiting list. Due to the demand for housing in the Atchison Housing Authority's jurisdiction, the Housing Authority may take applications on an open enrollment basis, depending on the length of the waiting list.

Completed and signed applications will be accepted for all applicants on the dates and times noted above, and the Atchison Housing Authority will verify the information provided on such applications.

All completed and signed applications will be dated and time stamped upon return to the Atchison Housing Authority.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Atchison Housing Authority to make special arrangements. A Telecommunication Device for the Deaf (TDD) is available for the deaf. **The TDD telephone number is (913) 367-3324.**

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information establishing any preferences to which they may be entitled. This first phase results in the family's placement on the waiting list.

Upon receipt of the family's pre-application, the Atchison Housing Authority will make a preliminary determination of eligibility. The Housing Authority will notify the family in writing of the date and time of placement on the waiting list, and the approximate wait before housing may be offered. If the Housing Authority determines the family to be ineligible, the notice will state the reasons therefore and will offer the family the opportunity of an informal review of the determination.

The applicant may at any time report changes in their applicant status including changes in family composition, income, or preference factors. The Atchison Housing Authority will annotate the applicant's file and will update their place on the waiting list. Confirmation of the changes will be confirmed with the family in writing.

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. The Atchison Housing Authority will ensure that verification of all preferences, eligibility, suitability and selection factors are current in order to determine the family's final eligibility for admission into the Public Housing Program.

## 8.0 ELIGIBILITY FOR ADMISSION

### 8.1 INTRODUCTION

There are five eligibility requirements for admission to public housing: qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security numbers and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the Atchison Housing Authority's screening criteria in order to be admitted to public housing.

### 8.2 ELIGIBILITY CRITERIA

#### A. Family status.

1. A **family with or without children** Such a family is defined as a group of people related by blood, marriage, adoption or affinity that live together in a stable family relationship.
  - a. Children temporarily absent from the home due to placement in foster care are considered family members.
  - b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.
  
2. An **elderly family**, which is:
  - a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
  - b. Two or more persons who are at least 62 years of age living together;  
or
  - c. One or more persons who are at least 62 years of age living with one or more live-in aides.
  
3. A **near-elderly family**, which is:

- a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
  - b. Two or more persons, who are at least 50 years of age but below the age of 62, living together; or
  - c. One or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.
4. A **disabled family**, which is:
- a. A family whose head, spouse, or sole member is a person with disabilities;
  - b. Two or more persons with disabilities living together; or
  - c. One or more persons with disabilities living with one or more live-in aides.
5. A **displaced family**, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
6. A **remaining member of a tenant family**.
7. A **single person** who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family.

B. Income eligibility

- 1. Because the Atchison Housing Authority's public housing units were available for occupancy before 10/1/81, in order to be income-eligible for public housing the applicant family's annual income must be within the low-income limit set by HUD. The low-income limit is family income of no more than 80 percent of the median income for the area.
- 2. If the Atchison Housing Authority has no income-eligible families on the waiting list, after advertising the availability of vacant units for thirty (30) days, the Atchison Housing Authority may elect to rent public housing units to families

who are not income-eligible for such housing. Such families will only be allowed to rent a unit on a month to month basis, with the provision that they must vacate the public housing unit upon thirty (30) days written notice.

3. Income eligibility limits apply only at admission and are not applicable for continued occupancy.
4. An applicant family may not be considered income-eligible for the public housing program who are participants in another assisted housing program (e.g., tenant-based Section 8) or in a public housing program operated by another housing authority without meeting the income requirements of the Atchison Housing Authority.
5. If the Atchison Housing Authority acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be considered income-eligible public housing tenants.
6. Income limit restrictions do not apply to families transferring from unit to unit within our Public Housing Program.

#### C. Citizenship/Eligibility Status

1. To be eligible to reside in public housing, each member of the family must be a citizen, national, or a noncitizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).
2. Family eligibility for assistance.
  - a. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.
  - b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 13.6 for calculating rents under the noncitizen rule)
  - c. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

To be eligible, all family members 6 years of age and older must provide a Social Security number or certify that they do not have one.

E. Signing Consent Forms

1. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
2. The consent form must contain, at a minimum, the following:
  - a. A provision authorizing HUD or the Atchison Housing Authority to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy; and
  - b. A provision authorizing HUD or the Atchison Housing Authority to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;
  - c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
  - d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

**8.3 SUITABILITY**

- A. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease. The Atchison Housing Authority will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other tenants, Housing Authority employees, or other people residing in

the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.

- B. The Atchison Housing Authority will consider objective and reasonable aspects of the family's background, including the following:
  - 1. History of meeting rightful financial obligations, especially rent;
  - 2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits, and whether such habits could adversely affect the health, safety or welfare of other tenants;
  - 3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety or well being of other tenants or staff, or cause damage to the property;
  - 3. History of disturbing neighbors or destruction of property;
  - 4. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and
  - 5. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.
  
- C. The Atchison Housing Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Housing Authority will verify the information provided. Such verification may include but may not be limited to the following:
  - 1. A credit check of the head, spouse and co-head;
  - 2. A rental history check of all adult family members;
  - 3. A criminal background check on all adult household members, including live-in aides. This check will be made through applicable State or local law enforcement agencies or court records, and through the FBI's National Crime Information Center (NCIC);

4. A home visit. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe and sanitary manner. This inspection considers cleanliness and care of rooms, appliances, and appurtenances. The inspection may also consider any evidence of criminal activity; and
5. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted to public housing.

#### **8.4 GROUNDNS FOR DENIAL**

The Atchison Housing Authority is not required or obligated to assist applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- D. Have a history of not meeting rightful financial obligations, especially rent;
- E. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants;
- F. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;
- G. Have a history of disturbing neighbors or destruction of property;
- H. Currently owes rent or other amounts to any housing agency in connection with their public housing or Section 8 programs;

- I. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
- J. Were evicted from assisted housing within three years of the projected date of admission because of drug-related criminal activity involving the personal use or possession for personal use;
- K. Were evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
- L. Are illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The Atchison Housing Authority may waive this requirement if:
  - 1. The person demonstrates to the Housing Authority's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
  - 2. Has successfully completed a supervised drug or alcohol rehabilitation program;
  - 3. Has otherwise been rehabilitated successfully; or
  - 4. Is participating in a supervised drug or alcohol rehabilitation program.
- M. Have engaged in or threatened abusive or violent behavior towards any Atchison Housing Authority staff or residents;
- N. Have a household member who has ever been evicted from public housing;
- O. Have a family household member who has been terminated under the certificate or voucher program;
- P. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property;
- Q. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.



## **8.5 *INFORMAL REVIEW***

- A. If the Atchison Housing Authority determines that an applicant does not meet the criteria for receiving public housing assistance, the Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within ten (10) business days of the denial. The Housing Authority will describe how to obtain the informal review.

The informal review may be conducted by any person designated by the Housing Authority, other than a person who made or approved the decision under review or a subordinate of this person. The applicant must be given the opportunity to present written or oral objections to the Housing Authority's decision. The Housing Authority must notify the applicant of the final decision within 14 calendar days after the informal review, including a brief statement of the reasons for the final decision.

- B. The participant family may request that the Atchison Housing Authority provide for an Informal Hearing after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 days of receipt of the Notice of Denial or Termination of Assistance, or within 30 days of receipt of the INS appeal decision.

For the participant families, the informal review process above will be utilized with the exception that the participant family will have up to 30 days of receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision.

## **9.0 *MANAGING THE WAITING LIST***

### **9.1 *ESTABLISHMENT OF TWO WAITING LISTS***

Because the Mall Towers high rise was constructed and designated as housing for the elderly, and the Lakeview and Southwoods sites were constructed for the primary purpose of housing families with children, the Atchison Housing Authority will only admit families with members under age 18 for occupancy at Lakeview and/or Southwoods (commonly known as the agency's family units).

Therefore, the Housing Authority will establish and maintain separate waiting lists: one for the Mall Towers building and one for the agency's duplex units. Only those families which do not

include a member or members under age 18 will be placed on the Mall Towers waiting list. Such families may also choose to be placed on the family unit waiting list. Families with a member or members under age 18 will be placed only on the family unit waiting list.

## **9.2 OPENING AND CLOSING THE WAITING LIST**

Opening of either waiting list will be announced with a public notice stating that applications for public housing will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation and also by any available minority media. The public notice will state any limitations to who may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program and such applicants will not lose their place on other waiting lists when they apply for public housing. The notice will include the Fair Housing logo and slogan and will be in compliance with Fair Housing requirements.

Closing of either waiting list will also be announced with a public notice. The public notice will state the date the waiting list will be closed and for what bedroom sizes. The public notice will be published in a local newspaper of general circulation and also by any available minority media.

## **9.3 ORGANIZATION OF THE WAITING LIST**

Each waiting list will be maintained in accordance with the following guidelines:

- A. The application will be a permanent file;
- B. All applications will be maintained within each waiting list in order of bedroom size, preference, and then in order of date and time of application; and
- C. Any contacts between the Atchison Housing Authority and the applicant will be documented in the applicant file.

## **9.4 FAMILIES NEARING THE TOP OF THE WAITING LIST**

When a family appears to be within three (3) months of being offered a unit, the family will be invited to an interview and the verification process will begin. It is at this point in time that the family's waiting list preference will be verified. If the family no longer qualifies to be near the top

of the list, the family's name will be returned to the appropriate spot on the waiting list. The Atchison Housing Authority must notify the family in writing of this determination and give the family the opportunity for an informal review.

Once the preference has been verified, the family will complete a full application, present Social Security number information, citizenship/eligible immigrant information, and sign the Consent for Release of Information forms.

#### **9.5 *PURGING THE WAITING LIST***

The Atchison Housing Authority will update and purge each waiting list at least annually to ensure that the pool of applicants reasonably represents the interested families for whom the Housing Authority has current information, i.e. applicant's address, family composition, income category, and preferences.

#### **9.6 *REMOVAL OF APPLICANTS FROM THE WAITING LIST***

The Atchison Housing Authority will not remove an applicant's name from the waiting list unless:

- A. The applicant requests in writing that the name be removed;
- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program; or
- C. The applicant does not meet either the eligibility or suitability criteria for the program.

#### **9.7 *MISSED APPOINTMENTS***

All applicants who fail to keep a scheduled appointment with the Atchison Housing Authority will be sent a notice of termination of the process for eligibility.

The Housing Authority will allow the family to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, the Housing Authority will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being removed from the waiting list.

#### **9.8 *NOTIFICATION OF NEGATIVE ACTIONS***

Any applicant whose name is being removed from the waiting list will be notified by the Atchison Housing Authority, in writing, that they have ten (10) calendar days from the date of the written correspondence to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to

respond within the timeframe specified. The Housing Authority system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims that their failure to respond to a request for information or updates was caused by a disability, the Housing Authority will verify that there is in fact a disability and the disability caused the failure to respond, and provide a reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

## **10.0 TENANT SELECTION AND ASSIGNMENT PLAN**

### **10.1 PREFERENCES**

The Atchison Housing Authority will select families from the appropriate waiting list based on the following preferences within each bedroom size category:

- A. Displaced person(s): Individuals or families displaced by government action or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal Disaster Relief Laws.**
- B. Applicants whose head, spouse or sole member is an elderly person or person with qualifying disabilities (applies to Mall Towers applicants only).**
- C. Applicants with an adult family member enrolled in an employment training program, currently working 20 or more hours per week, or attending school on a full-time basis. This preference is also extended equally to all elderly families and all families whose head or spouse is receiving income based on their inability to work.**
- D. Applicants who are displaced or about to be displaced by domestic violence.**
- E. All other applicants.**

**For the Mall Towers building**, based on the above preferences, families in preference A on the Mall Towers waiting list will be offered housing before any families in preference B, families in preference B will be offered housing before any families in preference C and preference C families will be offered housing before any families in preference D.

**For the family units**, based on the above preferences, families in preference A on the Mall Towers waiting list will be offered housing before any families in preference C and preference C families will be offered housing before any families in preference D.

The date and time of application will be recorded on the application and utilized to determine the sequence within the above prescribed preferences.

**Buildings Designed for the Elderly and Disabled:** Preference will be given to elderly and disabled families. If there are no elderly or disabled families on the list, preference will then be given to near-elderly families. If there are no near-elderly families on the waiting list, units will be offered to families who qualify for the appropriate bedroom size using these priorities. All such families will be selected from the waiting list using the preferences as outlined above.

**Accessible Units:** Accessible units will be first offered to families who may benefit from the accessible features. Applicants for these units will be selected utilizing the same preference system as outlined above. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, however, must sign a release form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring an accessible feature applies. Any family required to transfer will be given a 30-day notice.

**10.2 ASSIGNMENT OF BEDROOM SIZES**

The following guidelines will determine each family’s unit size without overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Zero bedroom units will only be assigned to one-person families. Two adults will share a bedroom unless related by blood.

In determining bedroom size, the Atchison Housing Authority will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school or children who are temporarily in foster-care.

In addition, the following considerations may be taken in determining bedroom size:

- A. Children of the same sex will share a bedroom.
- B. Children of the opposite sex, both under the age of six (6) will share a bedroom.
- C. Adults and children will not be required to share the same bedroom.
- D. Foster – adults and/or foster - children will not be required to share a bedroom with family members.
- E. Live-in aides will have a separate bedroom.

Exceptions to normal bedroom size standards include the following:

- A. Units smaller than assigned through the above guidelines – A family may request a smaller unit size than the guidelines allow. The Atchison Housing Authority will allow the smaller size unit so long as generally no more than two (2) people per bedroom are assigned. In such situations, the family will sign a certification stating they understand they will be ineligible for a larger size unit for 3 years or until the family size changes, whichever may occur first.
- B. Units larger than assigned through the above guidelines – A family may request a larger unit size than the guidelines allow. The Atchison Housing Authority will allow the larger size unit if the family provides a verified medical need that the family be housed in a larger unit.
- C. If there are no families on the waiting list for a larger size, smaller families may be housed if they sign a release form stating they will transfer (at the family's own expense) to the appropriate size unit when an eligible family needing the larger unit applies. The family transferring will be given a 30-day notice before being required to move.
- D. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.

### **10.3 SELECTION FROM THE WAITING LIST**

The Atchison Housing Authority shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income, to the maximum extent feasible. To insure this requirement is met, the Housing Authority shall quarterly monitor the incomes of newly admitted families and the incomes of the families on the waiting list. If it appears that the requirement to house extremely low-income families will not be met, the Housing Authority will skip higher income families on the waiting list to reach extremely low-income families.

If there are not enough extremely low-income families on the waiting list, the Housing Authority will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement. The Housing Authority will not, however, hold units vacant for a period of more than thirty (30) days while awaiting extremely low-income applications, as long as otherwise qualified families appear on the waiting list.

### **10.4 DECONCENTRATION POLICY**

It is the Atchison Housing Authority's policy to provide for deconcentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments. Toward this end, we will skip families on the waiting list to reach other families with a lower or higher income. We will accomplish this in a uniform and non-discriminating manner.

The Atchison Housing Authority will affirmatively market our housing to all eligible income groups. Lower-income residents will not be steered toward lower-income developments and higher-income people will not be steered toward higher-income developments.

Prior to the beginning of each fiscal year, we will analyze the income levels of families residing in each of our developments, the income levels of census tracts in which our developments are located, and the income levels of the families on the waiting list. Based on this analysis, we will determine the level of marketing strategies and deconcentration incentives to implement. The worksheet for the analysis can be found in **Appendix 1**.

### **10.5 DECONCENTRATION INCENTIVES**

The Atchison Housing Authority may offer one or more incentives to encourage applicant families whose income classification would help to meet the deconcentration goals of a particular

development. Various incentives may be used at different times, or under different conditions, but will always be provided in a consistent and nondiscriminatory manner.

#### **10.6 OFFER OF A UNIT**

When the Atchison Housing Authority discovers that a unit will become available, we will contact the first family on the waiting list who has the highest priority for this type of unit or site, and whose income category would help to meet the deconcentration goal and/or the income targeting goal.

The Housing Authority will contact the family first by telephone to make the unit offer. If the family cannot be reached by telephone, the family will be notified of a unit offer via first class mail. The family will be given five (5) business days from the date the letter was mailed to contact the Housing Authority regarding the offer.

The family will be offered the opportunity to view the unit. After the opportunity to view the unit, the family will have two (2) business days to accept or reject the unit. This verbal offer and the family's decision must be documented in the tenant file. If the family rejects the offer of the unit, the Housing Authority will send the family a letter documenting the offer and the rejection.

#### **10.7 REJECTION OF UNIT**

If, in making the offer to the family, the Atchison Housing Authority skipped over other families on the waiting list in order to meet their deconcentration goal or offered the family any other deconcentration incentive and the family rejects the unit, the family will not lose their place on the waiting list and will not be otherwise penalized.

If the Housing Authority did not skip over other families on the waiting list to reach this family, did not offer any other deconcentration incentive, and the family rejects the unit without good cause, the family will forfeit their application's date and time. The family will keep their preferences, but the date and time of application will be changed to the date and time the unit was rejected.

If the family rejects with good cause any unit offered, they will not lose their place on the waiting list. Good cause includes reasons related to health, proximity to work, school, and childcare (for those working or going to school). The family will be offered the right to an informal review of the decision to alter their application status.

#### **10.8 ACCEPTANCE OF UNIT**



The family will be required to sign a lease that will become effective no later than three (3) business days after the date of acceptance or the business day after the day the unit becomes available, whichever is later.

Prior to signing the initial lease, the head of household and any other adult family members will be required to attend the Lease and Occupancy Orientation. The family will not be housed if they have not attended the orientation. Applicants who provide prior notice of an inability to attend the orientation will be rescheduled. Failure of an applicant to attend the orientation, without good cause, may result in the cancellation of the occupancy process.

The applicant will be provided a copy of the lease, the grievance procedure, utility allowances, utility charges, the current schedule of routine maintenance charges, and a request for reasonable accommodation form. These documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with Housing Authority personnel. The certification will be filed in the tenant's file.

The signing of the lease and the review of financial information are to be privately handled. The head of household and all adult family members will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household and the Housing Authority will retain the original executed lease in the tenant's file. A copy of the grievance procedure will be attached to the resident's copy of the lease.

The family will pay a security deposit at the time of lease signing. The security deposit will be equal to a set amount determined by the Housing Authority based on unit size.

In exceptional situations, the Housing Authority reserves the right to allow a new resident to pay their security deposit in up to four (4) equal payments. The first payment shall be paid in advance, the second with their second rent payment, the third with their third rent payment and the fourth with their fourth rent payment. Granting of this exception shall be at the sole discretion of the Housing Authority.

In the case of a move within public housing, the security deposit for the first unit will be transferred to the second unit. Additionally, if the security deposit for the second unit is greater than that for the first, the difference will be collected from the family. Conversely, if the security deposit is less, the difference will be refunded to the family.

In the event there are costs attributable to the family for bringing the first unit into condition for re-renting, the family shall be billed for these charges.

## **11.0 INCOME, EXCLUSIONS FROM INCOME, AND DEDUCTIONS FROM INCOME**

To determine annual income, the Atchison Housing Authority counts the income of all family members, excluding the types and sources of income that are specifically excluded by rule or regulation. Once the (gross) annual income is determined, the Housing Authority subtracts all allowable deductions (allowances) to determine the Total Tenant Payment (TTP).

### **11.1 INCOME**

Annual income means all amounts, monetary or not, that:

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- C. Are not specifically excluded from annual income.

Annual income includes, but is not limited to:

- A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.
- C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of

\$5,000, annual income includes 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.

- D. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
- E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
- F. Welfare assistance.
  - 1. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
    - a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
    - b. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.
  - 2. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.

3. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted as income.
- G. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
- H. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

## ***11.2 ANNUAL INCOME***

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. 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);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
  1. Amounts received under training programs funded by HUD;

2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
4. 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 Housing Authority 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, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;
5. 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;
6. Temporary, nonrecurring or sporadic income (including gifts);
7. 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;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. For family members who enrolled in certain training programs prior to 10/1/99, the earnings and benefits resulting from the participation if the program provides employment training and supportive services in accordance with the Family

Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law during the exclusion period. For purposes of this exclusion the following definitions apply:

- a. Comparable Federal, State or local law means a program providing employment training and supportive services that:
  - i. Is authorized by a Federal, State or local law;
  - ii. Is funded by the Federal, State or local government;
  - iii. Is operated or administered by a public agency; and
  - iv. Has as its objective to assist participants in acquiring employment skills.
- b. Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end.
- c. Earnings and benefits means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.

11. The incremental earnings due to employment during the 12-month period following date of hire shall be excluded. This exclusion (paragraph 11) will not apply for any family who concurrently is eligible for exclusion #10. Additionally, this exclusion is only available to the following families:

- a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.
- b. Families whose income increases during the participation of a family member in any family self-sufficiency program.
- c. Families who are or were, within 6 months, assisted under a State TANF program.

(While HUD regulations allow for the housing authority to offer an escrow account in lieu of having a portion of their income excluded under this paragraph, it is the policy of this housing authority to provide the exclusion in all cases.)

12. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
13. 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;
14. 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
15. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
  - a. The value of the allotment of food stamps
  - b. Payments to volunteers under the Domestic Volunteer Services Act of 1973
  - c. Payments received under the Alaska Native Claims Settlement Act
  - d. Income from submarginal land of the U.S. that is held in trust for certain Indian tribes
  - e. Payments made under HHS's Low-Income Energy Assistance Program
  - f. Payments received under the Job Training Partnership Act
  - g. Income from the disposition of funds of the Grand River Band of Ottawa Indians
  - h. The first \$2000 per capita received from judgment funds awarded for certain Indian claims

- i. Amount of scholarships awarded under Title IV including Work Study
- j. Payments received under the Older Americans Act of 1965
- k. Payments from Agent Orange Settlement
- l. Payments received under the Maine Indian Claims Act
- m. The value of child care under the Child Care and Development Block Grant Act of 1990
- n. Earned income tax credit refund payments
- o. Payments for living expenses under the Americorps Program
- p. Additional income exclusions provided by and funded by the Housing Authority (if any).

**Note:** The Atchison Housing Authority will not provide exclusions from income in addition to those already provided for by HUD.

### ***11.3 DEDUCTIONS FROM ANNUAL INCOME***

The following deductions will be made from annual income:

- A. \$480 for each dependent;
- B. \$400 for any elderly family or disabled family;
- C. For any family that is not an elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability, disability assistance expenses in excess of 3% of annual income. This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities.
- D. For any elderly or disabled family:
  - 1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual



income;

2. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;
3. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that is equal to the total of these expenses less 3% of annual income.

E. Child care expenses.

## **12.0 VERIFICATION**

The Atchison Housing Authority will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations; full time student status of family members 18 years of age and older; Social Security numbers; and

citizenship/eligible noncitizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

### ***12.1 ACCEPTABLE METHODS OF VERIFICATION***

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or for citizenship documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by third party verification. This type of verification includes written documentation with forms sent directly to and received directly by a source, not passed through the hands of the family. This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the Atchison Housing Authority or automatically by another government agency, i.e. the Social Security Administration. Verification forms and reports received will be contained in the

applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e. name date of contact, amount received, etc.

When third party verification cannot be obtained, the Housing Authority will accept documentation received from the applicant/tenant. Hand-carried documentation will be accepted if the Housing Authority has been unable to obtain third party verification in a 4-week period of time. Photocopies of the documents provided by the family will be maintained in the file.

When neither third party verification nor hand-carried verification can be obtained, the Housing Authority will accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the file.

**12.2 TYPES OF VERIFICATION**

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, the Atchison Housing Authority will send a request form to the source along with a release form signed by the applicant/tenant via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
<b>General Eligibility Items</b>		
Social Security Number	Letter from Social Security, electronic reports	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc	Proof of SSI or Social Security disability payments

<b>Verification Requirements for Individual Items</b>		
<b>Item to Be Verified</b>	<b>3<sup>rd</sup> party verification</b>	<b>Hand-carried verification</b>
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
<b>Value of and Income from Assets</b>		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDS, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of life insurance	Letter from insurance company	Current statement

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
policies		
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Periodic payments (i.e., social security, welfare, pensions, workers compensation, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating <ul style="list-style-type: none"> <li>- whether enrolled or completed</li> <li>- whether training is HUD-funded</li> <li>- whether Federal, State, local govt., or local program</li> <li>- whether it is employment training</li> <li>- whether it has clearly defined goals and objectives</li> <li>- whether program has supportive services</li> <li>- whether payments are for out-of-pocket expenses incurred in order to</li> </ul>	N/A

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
	participate in a program - date of first job after program completion	Evidence of job start

### ***12.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS***

The citizenship/eligible noncitizen status of each family member regardless of age must be determined.

Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury. They will be required to show proof of their status by such means as a Social Security card, birth certificate, military ID, or military DD 214 Form.

Prior to being admitted or at the first re-examination, all eligible noncitizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

Prior to being admitted or at the first re-examination, all eligible noncitizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The Housing Authority will make a copy of the individual's INS documentation and place the copy in the file. The Housing Authority will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the Housing Authority will mail information to the INS in order that a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals, or eligible noncitizens must be listed on a statement of noneligible members and the list must be signed by the head of the household.

Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to public housing.

Any family member who does not choose to declare their status must be listed on the statement of noneligible members.

If no family member is determined to be eligible under this section, the family's eligibility will be denied.

The family's assistance will not be denied, delayed, reduced, or terminated because of a delay in the

process of determining eligible status under this section, except to the extent that the delay is caused by the family.

If the Housing Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their public housing unit, the family will be evicted. Such family will not be eligible to be readmitted to public housing for a period of 24 months from the date of eviction or termination.

#### ***12.4 VERIFICATION OF SOCIAL SECURITY NUMBERS***

Prior to admission, each family member who has a Social Security number and who is at least 6 years of age must provide verification of their Social Security number. New family members at least 6 years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning six.

The best verification of the Social Security number is the original Social Security card. If the card is not available, the Housing Authority will accept letters from the Social Security Agency that establishes and states the number. Documentation from other governmental agencies will also be accepted that establishes and states the number. Driver's licenses, military IDs, passports, or other official documents that establish and state the number are also acceptable.

If an individual states that they do not have a Social Security number, they will be required to sign a statement to this effect. The Housing Authority will not require any individual who does not have a Social Security number to obtain a Social Security number.

If a member of an applicant family indicates they have a Social Security number, but cannot readily verify it, the family cannot be housed until verification is provided.

If a member of a tenant family indicates they have a Social Security number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to sixty (60) days to provide the verification. If the individual is at least 62 years of age, they will be given one hundred and twenty (120) days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be evicted.

#### ***12.5 TIMING OF VERIFICATION***

Verification information must be dated within ninety (90) days of certification or re-examination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, the Housing Authority will verify and update all information related to family circumstances and level of assistance. (Or, the Housing Authority will only verify and update those elements reported to have changed.)

### ***12.6 FREQUENCY OF OBTAINING VERIFICATION***

For each family member, citizenship/eligible noncitizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their citizenship/eligible noncitizen status will be verified.

For each family member age 6 and above, verification of Social Security number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security number at admission receives a Social Security number, that number will be verified at the next regular reexamination. Likewise, when a child turns six, their verification will be obtained at the next regular reexamination.

## **13.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT**

### ***13.1 FAMILY CHOICE***

At admission and each year in preparation for their annual re-examination, each family is given the choice of having their rent determined under the formula method or having their rent set at the flat rent amount.

- A. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo.
- B. Families who opt for the flat rent may request to have a re-examination and return to the formula based method at any time for any of the following reasons:
  - 1. The family's income has decreased.
  - 2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.

3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.

### **13.2 THE FORMULA METHOD**

The total tenant payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or
- C. The welfare rent.

The family will pay the greater of the total tenant payment or the minimum rent of \$ 0.00, but never more than the ceiling rent.

In the case of a family who has qualified for the income exclusion at Section 11.2(H)(11), upon the expiration of the 12-month period described in that section, an additional rent benefit accrues to the family. If the family member's employment continues, then for the 12-month period following the 12-month period of disallowance, the resulting rent increase will be capped at 50 percent of the rent increase the family would have otherwise received. The full amount of such income will be counted when rent is calculated for the third 12 month period after such employment takes place.

### **13.3 MINIMUM RENT**

The Atchison Housing Authority has set the minimum rent at \$ 0.00 per month. However, if the family requests a hardship exemption, the Housing Authority will immediately suspend the minimum rent for the family until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

- A. A hardship exists in the following circumstances:
  1. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State, or local assistance program;
  2. When the family would be evicted as a result of the imposition of the minimum rent requirement;



3. When the income of the family has decreased because of changed circumstances, including loss of employment;
  4. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
  5. When a death has occurred in the family.
- B. **No hardship.** If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.
- C. **Temporary hardship.** If the Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will be not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a repayment agreement in accordance with the Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.
- D. **Long-term hardship.** If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
- E. **Appeals.** The family may use the grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

#### **13.4 THE FLAT RENT**

The Atchison Housing Authority has set a flat rent for each public housing unit. In doing so, it considered the size and type of the unit, as well as its condition, amenities, services, and neighborhood. The Housing Authority determined the market value of the unit and set the rent at the market value. The amount of the flat rent will be re-evaluated annually and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family (for more information on flat rents, see Section 15.3).

The Housing Authority will post the flat rents at each of the developments and at the central office and are incorporated in this policy upon approval by the Board of Commissioners.

### ***13.5 CEILING RENT***

The Housing Authority has set a ceiling rent for each public housing unit. The amount of the ceiling rent will be re-evaluated annually and the adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family.

The Housing Authority will post the ceiling rents at each of the developments and at the central office and are incorporated in this policy upon approval by the Board of Commissioners.

### ***13.6 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE***

A mixed family will receive full continuation of assistance if all of the following conditions are met:

- A. The family was receiving assistance on June 19, 1995;
- B. The family was granted continuation of assistance before November 29, 1996;
- C. The family's head or spouse has eligible immigration status; and
- D. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision, the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three (3) years. If granted after that date, the maximum period of time for assistance under the provision is eighteen (18) months. The Atchison Housing Authority will grant each family a period of six (6) months to find suitable affordable housing. If the family cannot find suitable affordable housing, the Housing Authority will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

The family's assistance is prorated in the following manner:

- A. Determine the 95<sup>th</sup> percentile of gross rents (tenant rent plus utility allowance) for the Atchison Housing Authority. The 95<sup>th</sup> percentile is called the maximum rent.
- B. Subtract the family's total tenant payment from the maximum rent. The resulting number is called the maximum subsidy.
- C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.
- D. Subtract the prorated subsidy from the maximum rent to find the prorated total tenant payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.

### ***13.7 UTILITY ALLOWANCE***

The Atchison Housing Authority shall establish a utility allowance for all check-metered utilities and for all tenant-paid utilities. The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In setting the allowance, the Housing Authority will review the actual consumption of tenant families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc). Allowances will be evaluated at least annually as well as any time utility rate changes by 10% or more since the last revision to the allowances.

The utility allowance will be subtracted from the family's formula or flat rent to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the Housing Authority. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belongs to the tenant.

For Housing Authority paid utilities, the Atchison Housing Authority will monitor the utility consumption of each household. Any consumption in excess of the allowance established by the Housing Authority will be billed to the tenant monthly.

Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in consumption or other reasons shall become effective at each family's next annual reexamination.

Families with high utility costs are encouraged to contact the Housing Authority for an energy analysis. The analysis may identify problems with the dwelling unit that once corrected will reduce energy costs. The analysis can also assist the family in identifying ways they can reduce their costs.

Requests for relief from surcharges for excess consumption of Housing Authority purchased utilities or from payment of utility supplier billings in excess of the utility allowance for tenant-paid utility costs may be granted by the Housing Authority on reasonable grounds. Requests shall be granted to families that include an elderly member or a member with disabilities. Requests by the family shall be submitted under the Reasonable Accommodation Policy. Families shall be advised of their right to individual relief at admission to public housing and at time of utility allowance changes.

### **13.8 *PAYING RENT***

Rent and other charges are due and payable on the first day of the month. All rents should be paid at the Atchison Housing Authority's business office, located at 103 South 7<sup>th</sup> Street, Atchison, Kansas. Reasonable accommodations for this requirement will be made for persons with disabilities.

If the rent is not paid by the fifth business day of the month, a Notice to Vacate will be issued to the tenant. In addition, a \$10 late charge plus \$1 per each calendar day the rent is unpaid will be assessed to the tenant. If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge plus an additional charge of \$10 for bad check processing costs.

## **14.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE**

### **14.1 *GENERAL***

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service (not including political activities) within the community in which the public housing development is located, or (2) participate in an economic self-sufficiency program, unless they are exempt from this requirement

## **14.2 EXEMPTIONS**

The following adult family members of tenant families are exempt from this requirement:

- A. Family members who are 62 or older;
- B. Family members who are blind or disabled;
- C. Family members who are the primary care giver for someone who is blind or disabled;
- D. Family members engaged in paid work activity or are full-time students at an accredited college, university, technical or trade school;
- E. Family members who are exempt from work activity under part A title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program
- F. Family members receiving assistance under a State program funded under part A title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program

## **14.3 NOTIFICATION OF THE REQUIREMENT**

The Atchison Housing Authority shall identify all adult family members who are apparently not exempt from the community service requirement.

The Housing Authority shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. The Housing Authority shall verify such claims.

The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after 10/1/99. For family's paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

#### **14.4 VOLUNTEER OPPORTUNITIES**

Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community.

An economic self sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

The Housing Authority will coordinate with social service agencies, local schools, and the Human Resources Office in identifying a list of volunteer community service positions.

Together with the resident advisory council, the Housing Authority may create volunteer positions such as hall monitoring, litter patrols, and supervising and record keeping for volunteers.

#### **14.5 THE PROCESS**

At each family's first annual re-examination on or after October 1, 1999, and each annual re-examination thereafter, the Atchison Housing Authority will do the following:

- A. Provide a list of volunteer opportunities to the family members.
- B. Provide information about obtaining suitable volunteer positions.
- C. Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.
- D. Assign family members to a volunteer coordinator who will assist the family members in identifying appropriate volunteer positions and in meeting their responsibilities. The volunteer coordinator will track the family member's progress monthly and will meet with the family member as needed to best encourage compliance.
- E. Thirty (30) days before the family's next lease anniversary date, the volunteer coordinator will advise the Housing Authority whether each applicable adult family member is in compliance with the community service requirement.

#### ***14.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT***

The Atchison Housing Authority will notify any family found to be in noncompliance of the following:

- A. The family member(s) has been determined to be in noncompliance;
- B. That the determination is subject to the grievance procedure; and
- C. That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated;

#### ***14.7 OPPORTUNITY FOR CURE***

The Atchison Housing Authority will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first hours a resident earns goes toward the current commitment until the current year's commitment is made.

The volunteer coordinator will assist the family member in identifying volunteer opportunities and will track compliance on a monthly basis.

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service by more than three (3) hours after three (3) months, the XYZ Housing Authority shall take action to terminate the lease.

### **15.0 RECERTIFICATIONS**

At least annually, the Atchison Housing Authority will conduct a re-examination of family income and circumstances. The results of the re-examination determine (1) the rent the family will pay, and (2) whether the family is housed in the correct unit size.

#### ***15.1 GENERAL***

The Housing Authority will send a notification letter to the family letting them know that it is time for their annual re-examination, giving them the option of selecting either the flat rent or formula method, and scheduling an appointment if they are currently paying a formula rent. If the family thinks they may want to switch from a flat rent to a formula rent, they should request an appointment. At the appointment, the family can make their final decision regarding which rent method they will choose. The letter also includes, for those families paying the formula method, forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the appointment, the Housing Authority will determine whether family composition may require a transfer to a different bedroom size unit, and if so, the family's name will be placed on the transfer list.

### **15.2 MISSED APPOINTMENTS**

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the Housing Authority taking eviction actions against the family.

### **15.3 FLAT RENTS**

The annual letter to flat rent payers regarding the reexamination process will state the following:

- A. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the formula amount.
- B. The amount of the flat rent
- C. A fact sheet about formula rents that explains the types of income counted, the most common types of income excluded, and the categories allowances that can be deducted from income.
- D. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they otherwise would undergo.



- E. Families who opt for the flat rent may request to have a reexamination and return to the formula-based method at any time for any of the following reasons:
  - 1. The family's income has decreased.
  - 2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.
  - 3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.
- F. The dates upon which the Housing Authority expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.
- G. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.
- H. A certification for the family to sign accepting or declining the flat rent.

Each year prior to their anniversary date, Housing Authority will send a re-examination letter to the family offering the choice between a flat or a formula rent. The opportunity to select the flat rent is available only at this time. At the appointment, the Housing Authority may assist the family in identifying the rent method that would be most advantageous for the family. If the family wishes to select the flat rent method without meeting with the Housing Authority representative, they may make the selection on the form and return the form to the Housing Authority. In such case, the Housing Authority will cancel the appointment.

#### ***15.4 THE FORMULA METHOD***

During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, the Housing Authority will determine the family's annual income and will calculate their rent as follows.

The total tenant payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or
- C. The welfare rent.

The family will pay the greater of the total tenant payment or the minimum rent of \$ 0.00 per month, but never more than the ceiling rent.

### ***15.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL RE-EXAMINATIONS***

The new rent will generally be effective upon the anniversary date of the lease, with thirty (30) days written notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30-day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date of the lease.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

### ***15.6 INTERIM RE-EXAMINATIONS***

During an interim re-examination, only the information affected by the changes being reported will be reviewed and verified.

Families will not be required to report any increase in income or decreases in allowable expenses between annual re-examinations.

Families are required to report the following changes to the Housing Authority between regular re-examinations. If the family's rent is being determined under the formula method, these changes will trigger an interim re-examination. The family shall report these changes within ten (10) calendar days of their occurrence.

- A. A member has been added to the family through birth or adoption or court-awarded custody.

- B. A household member is leaving or has left the family unit.

In order to add a household member other than through birth or adoption (including a live-in aide), the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number if they have one and must verify their citizenship/eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.) The new family member will go through the screening process similar to the process for applicants. The Housing Authority will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease. At the same time, if the family's rent is being determined under the formula method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph 15.8, below.

Families are not required to, but may at any time, request an interim re-examination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the Housing Authority will take timely action to process the interim re-examination and recalculate the tenant's rent.

**15.7 SPECIAL RE-EXAMINATIONS**

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income or have a temporary decrease in income, the Housing Authority may schedule special re-examinations every sixty (60) days until the income stabilizes and an annual income can be determined.

**15.8 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL RE-EXAMINATIONS**

Unless there is a delay in re-examination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family causes a delay, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be

effective the first of the month after the interim re-examination should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

## **16.0 UNIT TRANSFER POLICY**

### **16.1 OBJECTIVES OF THE TRANSFER POLICY**

The objectives of the Transfer Policy include the following:

- A. To address emergency situations.
- B. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.
- C. To facilitate a relocation when required for modernization or other management purposes.
- D. To facilitate relocation of families with inadequate housing accommodations.
- E. To provide an incentive for families to assist in meeting the Housing Authority's deconcentration goal.
- F. To eliminate vacancy loss and other expense due to unnecessary transfers.

### **16.2 CATEGORIES OF TRANSFERS**

**Category 1: Emergency transfers.** These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Such situations may involve defects of the unit or the building in which it is located, the health condition of a family member, a hate crime, the safety of witnesses to a crime, or a law enforcement matter particular to the neighborhood.

**Category 2: Immediate administrative transfers.** These transfers are necessary in order to permit a family needing accessible features to move to a unit with such a feature or to enable modernization work to proceed.

**Category 3: Regular administrative transfers.** These transfers are made to offer incentives to families willing to help meet certain Housing Authority occupancy goals, to correct occupancy

standards where the unit size is inappropriate for the size and composition of the family, to allow for non-emergency but medically advisable transfers, and other transfers approved by the Housing Authority when a transfer is the only or best way of solving a serious problem.

### **16.3 DOCUMENTATION**

When the transfer is at the request of the family, the family may be required to provide third party verification of the need for the transfer.

### **16.4 INCENTIVE TRANSFERS**

Transfer requests will be encouraged and approved for families who live in a development where their income category (below or above 30% of area median) predominates and wish to move to a development where their income category does not predominate.

If the Housing Authority administers scattered-site housing, families living in multifamily developments have the opportunity to transfer to scattered-site housing. Families approved for such transfers will meet the following eligibility criteria:

- A. Have been a tenant for three years;
- B. For a minimum of one year, at least one adult family member is enrolled in an economic self-sufficiency program or is working at least thirty-five (35) hours per week, the adult family members are 62 years of age or older or are disabled or are the primary care givers to others with disabilities;
- C. Adult members who are required to perform community service have been current in these responsibilities since the inception of the requirement or for one year which ever is less;
- D. The family is current in the payment of all charges owed the Housing Authority and has not paid late rent for at least one year;
- E. The family passes a current housekeeping inspection and does not have any record of housekeeping problems during the last year;
- F. The family has not materially violated the lease over the past two years by disturbing the peaceful enjoyment of their neighbors, by engaging in criminal or drug-related activity, or by threatening the health or safety of tenants or Housing Authority staff.

- G. Participates in a series of classes conducted by the Housing Authority on basic home and yard care.

### **16.5 PROCESSING TRANSFERS**

Transfers on the waiting list will be sorted by the above categories and within each category by date and time.

Transfers in category A and B will be housed ahead of any other families, including those on the applicant waiting list. Transfers in category A will be housed ahead of transfers in category B.

Transfers in category C will be housed along with applicants for admission at a ratio of one transfer for every seven admissions.

Upon offer and acceptance of a unit, the family will execute all lease up documents and pay any rent and/or security deposit within two (2) days of being informed the unit is ready to rent. The family will be allowed seven (7) days to complete a transfer. The family will be responsible for paying rent at the old unit as well as the new unit for any period of time they have possession of both. The prorated rent and other charges (key deposit and any additional security deposit owing) must be paid at the time of lease execution.

The following is the policy for the rejection of an offer to transfer:

- A. If the family rejects with good cause any unit offered, they will not lose their place on the transfer waiting list.
- B. If the transfer is being made at the request of the Housing Authority and the family rejects two offers without good cause, the Housing Authority will take action to terminate their tenancy. If the reason for the transfer is that the current unit is too small to meet the Housing Authority's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per living/sleeping room.
- C. If the transfer is being made at the family's request and the rejected offer provides deconcentration incentives, the family will maintain their place on the transfer list and will not otherwise be penalized.
- D. If the transfer is being made at the family's request, the family may, without good cause and without penalty, turn down one offer that does not include deconcentration

incentives. After turning down a second such offer without good cause, the family's name will be removed from the transfer list.

#### **16.6 COST OF THE FAMILY'S MOVE**

The cost of the transfer generally will be borne by the family in the following circumstances:

- A. When the transfer is made at the request of the family or by others on behalf of the family (i.e. by the police);
- B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;
- C. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved (The family without disabilities signed a statement to this effect prior to accepting the accessible unit); or
- D. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

The cost of the transfer will be borne by the Housing Authority in the following circumstances:

- A. When the transfer is needed in order to carry out rehabilitation activities; or
- B. When action or inaction by the Housing Authority has caused the unit to be unsafe or inhabitable.

The responsibility for moving costs in other circumstances will be determined on a case by case basis.

#### **16.7 TENANTS IN GOOD STANDING**

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with the Housing Authority. This means the family must be in compliance with their lease, current in all payments to the Housing Authority, and must pass a housekeeping inspection.

#### **16.8 TRANSFER REQUESTS**

A tenant may request a transfer at any time by completing a transfer request form. In considering the request, the Housing Authority may request a meeting with the tenant to better understand the

need for transfer and to explore possible alternatives. The Housing Authority will review the request in a timely manner and if a meeting is desired, it shall contact the tenant within ten (10) business days of receipt of the request to schedule a meeting.

The Housing Authority will grant or deny the transfer request in writing within ten (10) business days of receiving the request or holding the meeting, whichever is later.

If the transfer is approved, the family's name will be added to the transfer waiting list.

If the transfer is denied, the denial letter will advise the family of their right to utilize the grievance procedure.

#### **16.9 RIGHT OF THE ATCHISON HOUSING AUTHORITY IN TRANSFER POLICY**

The provisions listed above are to be used as a guide to insure fair and impartial means of assigning units for transfers. It is not intended that this policy will create a property right or any other type of right for a tenant to transfer or refuse to transfer.

### **17.0 INSPECTIONS**

An authorized representative of the Housing Authority and an adult family member will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises will be made, all equipment will be provided, and the statement will be signed by both parties with a copy retained in the Housing Authority file and a copy given to the family member. An authorized Housing Authority representative will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be made provided the resident turns in the proper notice under State law. The resident's security deposit can be used to offset against any Housing Authority damages to the unit.

#### **17.1 MOVE-IN INSPECTIONS**

The Housing Authority and an adult member of the family will inspect the unit prior to signing the lease. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the tenant file.

#### **17.2 ANNUAL INSPECTIONS**

The Housing Authority will inspect each public housing unit annually to ensure that each unit meets the Housing Authority's housing standards. Work orders will be submitted and completed to correct any deficiencies.



### ***17.3 PREVENTATIVE MAINTENANCE INSPECTIONS***

This is generally conducted along with the annual inspection. This inspection is intended to keep items in good repair. It checks weatherization; checks the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; checks for leaks; and provides an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit and its equipment.

### ***17.4 SPECIAL INSPECTIONS***

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the Housing Authority.

### ***17.5 HOUSEKEEPING INSPECTIONS***

Generally, at the time of annual re-examination, or at other times as necessary, the Housing Authority will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition.

### ***17.6 NOTICE OF INSPECTION***

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections the Housing Authority will give the tenant at least two (2) days written notice.

### ***17.7 EMERGENCY INSPECTIONS***

If any employee and/or agent of the Housing Authority has reason to believe that an emergency exists within the housing unit, the unit can be entered without notice. The person(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

### ***17.8 PRE-MOVE-OUT INSPECTIONS***

When a tenant gives notice that they intend to move, the Housing Authority will offer to schedule a pre-move-out inspection with the family. The inspection allows the Housing Authority to help the family identify any problems which, if left uncorrected, could lead to vacate charges. This inspection is a courtesy to the family and has been found to be helpful both in reducing costs to

the family and in enabling the Housing Authority to ready units more quickly for the future occupants.

### ***17.9 MOVE-OUT INSPECTIONS***

The Housing Authority conducts the move-out inspection after the tenant vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the tenant is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.

## **18.0 PET POLICY**

### ***18.1 EXCLUSIONS***

This policy does not apply to animals that are used to assist persons with disabilities. Assistive animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors. The Housing Authority requires verification of the such animal's assistive capabilities.

### ***18.2 PETS IN SENIOR BUILDINGS***

The Housing Authority will allow for pet ownership in projects or buildings designated for use by elderly and/or disabled families and in any project or building for which elderly and/or disabled families are given preference. Therefore, except at the Mall Towers building, pet ownership is prohibited in all public housing properties.

### ***18.3 APPROVAL***

Residents must have the prior approval of the Housing Authority before moving a pet into their unit. Residents must request approval on the Authorization for Pet Ownership Form that must be fully completed before the Housing Authority will approve the request.

### ***18.4 TYPES AND NUMBER OF PETS***

The Housing Authority will allow only domesticated dogs, cats, birds, fish (in aquariums) or small turtles (also in aquariums) in units. Only one (1) pet per unit allowed (multiple fish or

turtles are allowed, but in only one aquarium). All dogs and cats must be neutered and no animal may exceed thirty (30) pounds in weight.

Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will not be allowed.

### **18.5 INOCULATIONS**

In order to be registered, pets must be appropriately inoculated against rabies and other conditions prescribed by local ordinances, with proof of same provided to the Housing Authority.

### **18.6 PET DAMAGE DEPOSIT**

A pet damage deposit of \$ 50.00 is required at the time of registering a pet. The deposit is refundable when the pet or the family vacate the unit, less any amounts owed due to damage beyond normal wear and tear.

### **18.7 FINANCIAL OBLIGATION OF RESIDENTS**

Any resident who owns or keeps a pet in their dwelling unit, whether authorized or unauthorized, will be required to pay for any damages caused by the pet, including any such damage costs in excess of the pet damage deposit. Also, any pet-related insect infestation in the pet owner's unit will be the financial responsibility of the pet owner and the Housing Authority reserves the right to exterminate and charge the resident.

### **18.8 NUISANCE OR THREAT TO HEALTH OR SAFETY**

The pet and its living quarters must be maintained in a manner that will prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas. The owner will dispose of pet waste/litter by securely bagging same and hand carrying such bags to the trash collection area. At no time will the owner dispose of such waste/litter by placing same in a common trash receptacle or by throwing down the Mall Towers trash shoot.

Repeated substantiated complaints by neighbors or Housing Authority personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance will result in the owner having to remove the pet or move him/herself out of public housing.

### **18.9 DESIGNATION OF PET AREAS**

Pets must be kept in the owner's apartment or on a hand-held leash at all times when outside the owner's apartment (no outdoor cages may be constructed). Pets will be allowed only in designated areas on the grounds of the sites. Pet owners must clean up their pet's waste and are responsible for disposing of such waste as noted in 18.8, above.

#### ***18.10 VISITING PETS***

Pets may not visit the sites/buildings where pets are allowed without prior Housing Authority approval. Tenants who have visiting pets must abide by the conditions of this policy regarding health, sanitation, nuisances, and peaceful enjoyment of others. If visiting pets violate this policy or cause the tenant to violate the lease, the tenant will be required to remove the visiting pet.

#### ***18.11 REMOVAL OF PETS***

The Housing Authority, or an appropriate community authority, shall require the removal of any pet from a building or site if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the building or site, or of other persons in the community where the building or site is located.

### **19.0 REPAYMENT AGREEMENTS**

When a resident owes the Housing Authority over-due charges and is unable to pay the balance, the resident may request that the Housing Authority allow them to enter into a Repayment Agreement. The Housing Authority has the sole discretion of whether to accept such an agreement. All Repayment Agreements must assure that the full payment is made within a period not to exceed twelve (12) months. All Repayment Agreements must be in writing and signed by both parties. Failure to comply with the Repayment Agreement terms may subject the Resident to eviction procedures.

**Note: The housing authority must allow for repayment agreements for those tenants whose rental amount is the minimum rent and who have had their rent abated for a temporary period.**

### **20.0 TERMINATION**

#### ***20.1 TERMINATION BY TENANT***

The tenant may terminate the lease at any time, upon submitting a 30-day written notice to the Housing Authority. If the tenant vacates prior to the end of the thirty (30) days, they will be

responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first, and may cause forfeiture of the Security Deposit.

**20.2 TERMINATION BY THE HOUSING AUTHORITY**

The Housing Authority after 10/1/2000 will not renew the lease of any family that is not in compliance with the community service requirement or an approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

The Housing Authority will terminate the lease for serious or repeated violations of material lease terms. Such violations include but are not limited to the following:

- A. Nonpayment of rent or other charges;
- B. A history of five late rental payments in any twelve consecutive month period;
- C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- D. Failure to allow inspection of the unit;
- E. Failure to maintain the unit in a safe and sanitary manner;
- F. Assignment or subletting of the premises;
- G. Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses);
- H. Destruction of property;
- I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- J. Any criminal activity on the property or any drug-related criminal activity on or off the premises or any other such activity that violates the Housing Authority's One Strike and Your Out Policy. This includes but is not limited to the manufacture of methamphetamine on the premises of the Housing Authority;
- K. Non-compliance with Non-Citizen Rule requirements;

- L. Permitting persons not on the lease to reside in the unit in violation of the Housing Authority's Accommodation of Guests Policy; and
- M. Other good cause.

**Note: The Housing Authority will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a State sex offender registration program.**

### **20.3 ABANDONMENT**

The Housing Authority will consider a unit to be abandoned when a resident has both fallen behind at least ten (10) days in rent **AND** has clearly indicated by words or actions an intention not to continue living in the unit.

When a unit has been deemed abandoned, an Housing Authority representative may enter the unit and remove any abandoned property. Such property will be stored in a reasonably secure place. A 30-day notice of abandonment and intent to sell will be both published and mailed to the resident stating where the property is being stored and that it will be sold or otherwise disposed of, if not claimed within that 30 days by the owner. If the Housing Authority does not have a new address for the resident, the notice will be mailed to the unit address so it can be forwarded by the post office.

**Note:** Family pictures, keepsakes, and personal papers cannot be sold or disposed of until 90 calendar days after the Housing Authority mails the notice of abandonment.

Any money raised by the sale of the property will be used to cover any amounts owed by the family to the Housing Authority such as back rent and the cost of storing and selling the goods. If there is any money left over and the family's forwarding address is known the Housing Authority will mail it to the family. If the family's address is not known, the Housing Authority will hold said money for the resident for one year. If it is not claimed within that time, said money belongs to the Housing Authority.

Within thirty (30) days of learning of an abandonment, the Housing Authority will either return the Security Deposit or provide the former tenant a statement of why the deposit is being kept.

### **20.4 RETURN OF SECURITY DEPOSIT**

After a family moves out, the Housing Authority will make a reasonable effort to provide the family with a written statement of accounting for the Security Deposit and refund any unused

balance of said Security Deposit within fourteen (14) calendar days, but in no case later than thirty (30) calendar days after the date the Housing Authority takes possession of the unit, as prescribed by Kansas Landlord-Tenant Law. The Security Deposit may be used to restore the unit to the same conditions as when the family moved in, except for normal wear and tear. The Security Deposit will not be used to cover normal wear and tear or damage that existed when the family moved in. Any and all unpaid tenant charges, such as unpaid rent and other charges, may also be deducted from the Security Deposit. The Housing Authority will not pay interest on the Security Deposit.

The Housing Authority will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid no later than thirty (30) calendar days after the Housing Authority takes possession of the unit.

## GLOSSARY

**50058 Form:** The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process and, at the option of the housing authority, for interim reexaminations.

**1937 Housing Act:** The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) (24 CFR 5.100)

**Adjusted Annual Income:** The amount of household income, after deductions for specified allowances, on which tenant rent is based. (24 CFR 5.611)

**Adult:** A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

**Allowances:** Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age. Other allowance can be given at the discretion of the housing authority.

**Annual Contributions Contract (ACC):** The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program. (24 CFR 5.403)

**Annual Income:** All amounts, monetary or not, that:

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- C. Are not specifically excluded from annual income.

Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access. (1937 Housing Act; 24 CFR 5.609)

**Applicant (applicant family):** A person or family that has applied for admission to a program but is not yet a participant in the program. (24 CFR 5.403)



**As-Paid States:** States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs. Currently, the four as-paid States are New Hampshire, New York, Oregon, and Vermont.

**Assets:** The 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 are not counted as assets. (Also see "net family assets.")

**Asset Income:** Income received from assets held by family members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income. (See "imputed asset income" below.)

**Ceiling Rent:** Maximum rent allowed for some units in public housing projects.

**Certification:** The examination of a household's income, expenses, and family composition to determine the family's eligibility for program participation and to calculate the family's share of rent.

**Child:** For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age. (24 CFR 5.504(b))

**Child Care Expenses:** Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d))

**Citizen:** A citizen or national of the United States. (24 CFR 5.504(b))

**Consent Form:** Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits. (24 CFR 5.214)

**Decent, Safe, and Sanitary:** Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

**Department:** The Department of Housing and Urban Development. (24 CFR 5.100)

**Dependent:** A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age or is a person with a disability or is a full-time student. (24 CFR 5.603(d))

**Dependent Allowance:** An amount, equal to \$480 multiplied by the number of dependents, that is deducted from the household's annual income in determining adjusted annual income.

**Disability Assistance Expenses:** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. (24 CFR 5.603(d))

**Disability Assistance Expense Allowance:** In determining adjusted annual income, the amount of disability assistance expenses deducted from annual income for families with a disabled household member.

**Disabled Family:** A family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. (24 CFR 5.403(b)) (Also see "person with disabilities.")

**Disabled Person:** See "person with disabilities."

**Displaced Family:** A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. (24 CFR 5.403(b))

**Displaced Person:** A person displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. *[1937 Act]*

**Drug-Related Criminal Activity:** Drug trafficking or the illegal use, or possession for personal use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

**Elderly Family:** A family whose head, spouse, or sole member is a person who is at least 62 years of age; 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. (24 CFR 5.403)

**Elderly Family Allowance:** For elderly families, an allowance of \$400 is deducted from the household's annual income in determining adjusted annual income.

**Elderly Person:** A person who is at least 62 years of age. (1937 Housing Act)

**Extremely low-income families:** Those families whose incomes do not exceed 30% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families.

**Fair Housing Act:** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.). (24 CFR 5.100)

**Family** includes but is not limited to:

- A. A family with or without children;
- B. An elderly family;
- C. A near-elderly family;
- D. A disabled family;
- E. A displaced family;
- F. The remaining member of a tenant family; and
- G. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family. (24 CFR 5.403)

**Family Members:** All members of the household other than live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the lease.

**Family Self-Sufficiency Program (FSS Program):** The program established by a housing authority to promote self-sufficiency among participating families, including the coordination of supportive services. (24 CFR 984.103(b))

**Flat Rent:** A rent amount the family may choose to pay in lieu of having their rent determined under the formula method. The flat rent is established by the housing authority set at the lesser of the market value for the unit or the cost to operate the unit. Families selecting the flat rent option have their income evaluated once every three years, rather than annually.

**Formula Method:** A means of calculating a family's rent based on 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under the formula method, rents may be capped by a ceiling rent. Under this method, the family's income is evaluated at least annually.

**Full-Time Student:** A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree. (24 CFR 5.603(d))

**Head of Household:** The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. (24 CFR 5.504(b))

**Household Members:** All members of the household including members of the family, live-in aides, foster children, and foster adults. All household members are listed on the lease, and no one other than household members are listed on the lease.

**Housing Assistance Plan:** A housing plan that is submitted by a unit of general local government and approved by HUD as being acceptable under the standards of 24 CFR 570.

**Imputed Income:** For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

**In-Kind Payments:** Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, baby sitting provided on a regular basis).

**Interim (examination):** A reexamination of a family income, expenses, and household composition conducted between the regular annual recertifications when a change in a household's circumstances warrants such a reexamination.

**Live-In Aide:** A person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities and who:

- A. Is determined to be essential to the care and well-being of the persons;
- B. Is not obligated for the support of the persons; and

- C. Would not be living in the unit except to provide the necessary supportive services. (24 CFR 5.403(b))

**Low-Income Families:** Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes. (1937Act)

**Medical Expenses:** Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums, that are anticipated during the period for which annual income is computed and that are not covered by insurance. (24 CFR 5.603(d)). These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctors, dentists, therapists, medical facilities, care for a service animals, transportation for medical purposes.

**Mixed Family:** A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status. (24 CFR 5.504(b))

**Monthly Adjusted Income:** One twelfth of adjusted income. (24 CFR 5.603(d))

**Monthly Income:** One twelfth of annual income. (24 CFR 5.603(d))

**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. (24 CFR 5.504(b))

**Near-Elderly Family:** A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides. (24 CFR 5.403(b))

**Net Family Assets:**

- A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund

will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.

- C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

**Non-Citizen:** A person who is neither a citizen nor national of the United States. (24 CFR 5.504(b))

**Occupancy Standards:** The standards that a housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

**Person with Disabilities:** A person who:

- A. Has a disability as defined in Section 223 of the Social Security Act, which states:

"Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or

In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

- B. Is determined, pursuant to regulations issued by the Secretary, 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(7) of the Developmental Disabilities Assistance and Bill of Rights Act, which states:

"Severe chronic disability that:

1. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
2. Is manifested before the person attains age 22;
3. Is likely to continue indefinitely;
4. Results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (e) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and
5. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome. (1937 Act)

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

**Proration of Assistance:** The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. (24 CFR5.520)

**Public Housing Agency (PHA):** Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in the development or operation of low-income housing under the 1937 Housing Act. (24 CFR 5.100)

**Recertification:** The annual reexamination of a family's income, expenses, and composition to determine the family's rent.

**Remaining Member of a Tenant Family:** A member of the family listed on the lease who continues to live in the public housing dwelling after all other family members have left. (Handbook 7565.1 REV-2, 3-5b.)

**Self-Declaration:** A type of verification statement by the tenant as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

**Shelter Allowance:** That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

**Single Person:** Someone living alone or intending to live alone who does not qualify as an elderly family, a person with disabilities, a displaced person, or the remaining member of a tenant family. (Public Housing: Handbook 7465.1 REV-2, 3-5)

**State Wage Information Collection Agency (SWICA):** The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information. (24 CFR 5.214)

**Temporary Assistance to Needy Families (TANF):** The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

**Tenant:** The person or family renting or occupying an assisted dwelling unit. (24 CFR 5.504(b))

**Tenant Rent:** The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the housing authority and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment less the utility allowance. (24 CFR 5.603(d))

**Third-Party (verification):** Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

**Total Tenant Payment (TTP):**

- A. Total tenant payment for families whose initial lease is effective on or after August 1, 1982:



1. Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of :
  - a. 30% of the family's monthly adjusted income;
  - b. 10% of the family's monthly income; or
  - c. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under section 3(a)(1) shall be the amount resulting from one application of the percentage.

2. Total tenant payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.

- B. Total tenant payment for families residing in public housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996), will continue to govern the total tenant payment of families, under a public housing program, whose initial lease was effective before August 1, 1982.

**Utility Allowance:** If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made by a housing authority of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. (24 CFR 5.603)

**Utility Reimbursement:** 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. (24 CFR 5.603)

**Very Low-Income Families:** Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50% of the median

for the areas on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes. Such ceilings shall be established in consultation with the Secretary of Agriculture for any rural area, as defined in Section 520 of the Housing Act of 1949, taking into account the subsidy characteristics and types of programs to which such ceilings apply. (1937 Act)

**Welfare Assistance:** Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. (24 CFR 5.603(d))

**Welfare Rent:** In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

## ACRONYMS

ACC	Annual Contributions Contract
CFR	Code of Federal Regulations
FSS	Family Self Sufficiency (program)
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PHA	Public Housing Agency
QHWR	Quality Housing and Work Responsibility Act of 1998
SSA	Social Security Administration
TTP	Total Tenant Payment

**Appendix I**

**Income Limits and Deconcentration Worksheet**

<b>Development Name</b>	<b>Number of Units Under ACC</b>	<b>Number of Occupied Units</b>	<b>Number of Units Occupied by Very Poor Families</b>	<b>% Occupied by Very Poor Families</b>

**%Very Poor in**

**Census Tract**

**Target Number**

**Number Needed of below 30% of median area income**

**Number Needed above 30% of median area income**

**Waiting list number of families Appendix 2**

# ATCHISON HOUSING AUTHORITY PUBLIC HOUSING GRIEVANCE PROCEDURES

---

## 1.0 RIGHT TO A HEARING

Upon the filing of a written request as provided in these procedures, a resident shall be entitled to a hearing before a Hearing Officer or Hearing Panel.

## 2.0 DEFINITIONS

For the purpose of this Grievance Procedure, the following definitions are applicable:

- A. **"Grievance"** shall mean any dispute which a resident may have with respect to the Atchison Housing Authority's action or failure to act in accordance with the individual resident's lease or Authority regulations which adversely affect the individual resident's rights, duties, welfare or status. Grievance does not include any dispute a resident may have with the Authority concerning a termination of tenancy or eviction that involves any activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees of the Authority; or any violent or drug-related criminal activity on or off such premises; or any activity resulting in a felony conviction. Nor shall this process apply to disputes between residents not involving the Atchison Housing Authority or to class grievances.
- B. **"Complainant"** shall mean any resident whose grievance is presented to the Atchison Housing Authority or at the development management office in accordance with sections 3.0 and 4.0 of this procedure.
- C. **"Elements of Due Process"** shall mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:
  - 1. Adequate notice to the resident of the grounds for terminating the tenancy and for eviction;
  - 2. Right of the resident to be represented by counsel;
  - 3. Opportunity for the resident to refute the evidence presented by the Authority including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the resident may have; and
  - 4. A decision on the merits.
- D. **"Hearing Officer"** shall mean a person selected in accordance with section 4.0 of these procedures to hear grievances and render a decision with respect thereto.
- E. **"Hearing Panel"** shall mean a quorum of the Housing Authority Board of Commissioners.
- F. **"Resident"** shall mean the adult person (or persons) other than a live-in aide:
  - 1. Who resides in the unit and who executed the lease with the Atchison Housing Authority as lessee of the premises, or, if no such person now resides in the premises,
  - 2. Who resides in the unit and who is the remaining head of household of the resident family residing in the unit.
- G. **"Resident Organization"** includes a resident management corporation.
- H. **"Promptly"** (as used in section 3.0, and 4.0 (D)), shall mean within the time period indicated in a notice from Atchison Housing Authority of a proposed action, which would provide the basis for a grievance if the resident has received a notice of a proposed action from the agency.

## 3.0 PROCEDURES PRIOR TO REQUESTING A FORMAL HEARING

Prior to requesting a formal grievance hearing, any grievance must be promptly and personally presented, in writing, to the Atchison Housing Authority business office, located at 103 South 7<sup>th</sup> Street, Atchison, Kansas. Housing Authority management

will meet with the grieving party so that the grievance may be discussed informally and settled without a hearing, if at all possible. Failure to meet with management informally to discuss the grievance will prohibit the resident from attaining a formal hearing under these procedures. A summary of such discussion shall be prepared by AHA management within fourteen (14) calendar days and one copy shall be given to the resident and one retained in the Housing Authority's resident file. The summary shall specify the names of the participants, dates of the meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a hearing under these procedures may be obtained if the resident is not satisfied.

#### **4.0 PROCEDURES TO OBTAIN A FORMAL HEARING**

##### **4.1 REQUEST FOR HEARING**

If, after meeting informally with Housing Authority management, the resident continues to believe they have a grievance, the resident shall submit a written request for a formal hearing to the Housing Authority business office within fourteen (14) calendar days from the date of the mailing of the summary of the discussion pursuant to section 3.0. The written request shall specify:

- A. The name of the grieving party;
- B. The reasons for the grievance; and
- B. The action or relief sought.

##### **4.2 SELECTION OF A HEARING PANEL OR HEARING OFFICER**

Normally, a quorum of the Housing Authority Board of Commissioners shall serve as the agency's Hearing Panel and such Panel shall conduct all formal hearings. If, however, the quorum of the Board feels that they cannot conduct an impartial hearing on a matter, the Board may choose to appoint a Hearing Officer to conduct the hearing.

In this event, the person chosen to serve as Hearing Officer shall be an impartial person appointed by the Atchison Housing Authority other than a person who made or approved the action under review or a subordinate of such person. The Housing Authority shall annually submit a list of prospective Hearing Officers. This list shall be provided to any existing resident organization(s) for such organization's comments or recommendations. The Atchison Housing Authority shall consider any comments or recommendations by a resident organization.

The Hearing Officer must be selected from this list.

##### **4.3 FAILURE TO REQUEST A HEARING**

If the resident does not request a formal hearing in accordance with this section, then the Housing Authority's disposition of the grievance under section 3.0 shall become final. However, failure to request a hearing does not constitute a waiver by the resident of the right thereafter to contest the Housing Authority's action in disposing of the complaint in an appropriate judicial proceeding.

##### **4.4 HEARING PREREQUISITE**

All grievances shall be promptly presented in person, either orally or in writing, pursuant to the informal procedure prescribed in section 3.0 as a condition precedent to a formal hearing under this Section. However, if the resident can show good cause why there was failure to proceed in accordance with section 3.0 to the Hearing Panel or Hearing Officer, the provisions of this subsection may be waived by the Hearing Panel or Hearing Officer.

##### **4.5 ESCROW DEPOSIT**

Before a hearing is scheduled in any grievance involving the amount of rent as defined in the lease which the Atchison Housing Authority claims is due, the resident shall pay to the Atchison Housing Authority an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The resident shall thereafter deposit monthly the same amount of the monthly rent in an escrow account held by the Atchison Housing Authority until the complaint is resolved by decision of the Hearing Officer. Amounts deposited into the escrow account shall not be considered as acceptance of money for rent during the period in which the grievance is pending. In extenuating circumstances, the Housing Authority Board may waive these requirements. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure. However, failure to make payment shall not constitute a waiver of any right the resident may have to contest the Atchison Housing Authority's disposition of his grievance in any appropriate judicial proceeding.

**4.6 SCHEDULING OF HEARINGS**

Upon the resident's compliance with this section, the Hearing Panel or Hearing Officer shall promptly schedule a hearing for a time and place reasonably convenient to both the resident and the Housing Authority. A written notification specifying the time, place and the procedures governing the hearing shall be delivered to the resident and the appropriate agency official.

**5.0 PROCEDURES GOVERNING THE HEARING**

The resident shall be afforded a fair hearing, which shall include:

- A. The opportunity to examine before the grievance hearing any Housing Authority documents, including records and regulations that are directly relevant to the hearing. The resident shall be provided a copy of any such document at the resident's expense. If the Atchison Housing Authority does not make the document available for examination upon request by the resident, the Atchison Housing Authority may not rely on such document at the grievance hearing;
- B. The right to be represented by counsel or other person chosen as the resident's representative and to have such person make statements on the resident's behalf;
- C. The right to a private hearing unless the resident requests a public hearing;
- D. The right to present evidence and arguments in support of the resident's complaint, to controvert evidence relied on by the Housing Authority management, and to confront and cross examine all witnesses upon whose testimony or information the Housing Authority management relies; and
- E. A decision based solely and exclusively upon the facts presented at the hearing.

The Hearing Panel or Hearing Officer may render a decision without holding a hearing if the Hearing Panel or Hearing Officer determines that the issue has been previously decided at another hearing.

If either the resident or Housing Authority management fails to appear at a scheduled hearing, the hearing may be postponed for up to five business days or the Hearing Panel or Hearing Officer may determine that the missing party has waived their right to a hearing. Both the Housing Authority management and the resident shall be notified of the Hearing Panel's or Hearing Officer's decision. This decision shall not waive a resident's right to contest the disposition of the grievance in an appropriate judicial proceeding.

The following accommodation will be made for persons with disabilities:

- A. The Atchison Housing Authority shall provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants; and/or
- B. If the resident is visually impaired, any notice to the resident that is required by these procedures must be in an accessible format.

**6.0 INFORMAL HEARING PROCEDURES FOR DENIAL OF ASSISTANCE ON THE BASIS OF INELIGIBLE IMMIGRATION STATUS**

The participant family may request that the Atchison Housing Authority provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The participant family must make this request within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

**7.0 DECISION OF THE HEARING OFFICER**

The Hearing Panel or Hearing Officer shall prepare a written decision, together with the reasons therefore, within fourteen (14) calendar days after the hearing. A copy of the decision shall be sent to the resident and the Housing Authority management. The Housing Authority shall retain a copy of the decision in the resident's folder. A copy of such decision with all names and identifying references deleted shall also be maintained on file by the Housing Authority and made available for inspection by a prospective complainant, his or her representative, or the Hearing Panel or Hearing Officer.

The decision of the Hearing Panel or Hearing Officer shall be binding on the Atchison Housing Authority, who shall take all actions, or refrain from any actions, necessary to carry out the decision, unless the Atchison Housing Authority's Board of Commissioners determines within reasonable time and promptly notifies the complainant of its determination, that:

- A. The grievance does not concern Housing Authority action or failure to act in accordance with or involving the resident's lease or Housing Authority regulations, which adversely affect the resident's rights, duties, welfare or status; or
- B. The decision of the Hearing Panel or Hearing Officer is contrary to applicable Federal, State, or local law, Housing Authority regulations, or requirements of the Annual Contributions Contract between the Housing Authority and the U.S. Department of Housing and Urban Development.

A decision by the Hearing Panel or Hearing Officer, or the Housing Authority's Board of Commissioners in favor of the Atchison Housing Authority, or which denies the relief requested by the resident in whole or in part, shall not constitute a waiver of, nor affect in any manner whatsoever, any rights the resident may have to a trial do novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.



# **PUBLIC HOUSING LEASE AGREEMENT**

## **PART 1. DESCRIPTION OF THE PARTIES AND PREMISES**

This document and other documents incorporated by reference herein constitutes the Public Housing Dwelling Lease Agreement between: \_\_\_\_\_, hereinafter referred to as the RESIDENT, and the Housing Authority of the City of Atchison, Kansas, hereinafter referred to as the PHA, the Owner/Agent of the dwelling unit commonly known as: \_\_\_\_\_, a \_\_\_\_\_ bedroom dwelling unit located in the City of Atchison, in Atchison County, Kansas, and everything in and attached to the property. The legal occupants of the dwelling unit shall be:

( **RESIDENT** ) \_\_\_\_\_ ( sex ) \_\_\_\_\_ ( DOB ) \_\_\_\_\_

( **SPOUSE** ) \_\_\_\_\_ ( sex ) \_\_\_\_\_ ( DOB ) \_\_\_\_\_

( **CHILD** ) \_\_\_\_\_ ( sex ) \_\_\_\_\_ ( DOB ) \_\_\_\_\_

( **CHILD** ) \_\_\_\_\_ ( sex ) \_\_\_\_\_ ( DOB ) \_\_\_\_\_

( **CHILD** ) \_\_\_\_\_ ( sex ) \_\_\_\_\_ ( DOB ) \_\_\_\_\_

( \_\_\_\_\_ ) \_\_\_\_\_ ( Sex ) \_\_\_\_\_ ( DOB ) \_\_\_\_\_

( \_\_\_\_\_ ) \_\_\_\_\_ ( Sex ) \_\_\_\_\_ ( DOB ) \_\_\_\_\_

I certify the household composition is correct: \_\_\_\_\_  
(Resident Signature)

## **PART 2. TERM OF LEASE**

The initial term of this lease shall be \_\_\_\_\_ (\_\_\_\_) days, commencing on \_\_\_\_\_, \_\_\_\_\_, and ending at 12:00 Midnight, on \_\_\_\_\_, \_\_\_\_\_. Thereafter, and upon RESIDENT compliance with all RESIDENT Obligations, as set forth in this lease, this lease shall be a twelve-month lease and shall automatically renew at the end of each successive year, conditioned by the RESIDENT'S continued compliance with the material terms of this lease.

## **PART 3. LEASE (RENTAL) PAYMENTS**

Determination of the RESIDENT'S monthly rental obligation is made in accordance with the PHA'S Admissions and Continued Occupancy Policy, which is hereby incorporated into this lease, and in compliance with all applicable Federal and State statutes in effect at the time of lease execution. This Policy and/or these statutes establish that "gross rent" shall mean rent plus basic utilities, excluding: telephone, cable television and/or air conditioning services.

The RESIDENT'S monthly "gross rent" for the above named dwelling unit, as determined during the RESIDENT'S application process, to be \$ \_\_\_\_\_ per month. The currently established basic utility allowance for the above named dwelling unit is \$ \_\_\_\_\_ per month (\$ 0.00 for the Mall Towers Building). Therefore, the RESIDENT AGREES TO PAY NET MONTHLY RENT OF \$ \_\_\_\_\_ PER MONTH, (which has been rounded off to the

nearest dollar) commencing on \_\_\_\_\_, \_\_\_\_\_, (the first day of the first full month of occupancy) and continuing from month-to-month, until said amount is adjusted pursuant to any PHA re-determination of gross rent or utility allowances, changes in Federal and/or State rules or regulations dictate modification of the method for determining the RESIDENT'S rental obligation, RESIDENT income or family size changes, or this lease is lawfully terminated by either party (See Part 7. of this Lease Agreement).

In the event that the initial term of this lease is for less than one full month, the above stated net rent shall be pro-rated on a per day basis for such part month of occupancy. The daily net rental obligation is hereby established to be \$ \_\_\_\_\_ (monthly net rent divided by number of days in the partial month of occupancy). Therefore, the net rent due for the initial partial month of occupancy is hereby established to be \$ \_\_\_\_\_ (daily rate multiplied by the number of days of occupancy during the initial partial month of occupancy).

# **PUBLIC HOUSING LEASE AGREEMENT**

The RESIDENT shall not be allowed to occupy the above named premises until the PHA receives the initial net rental payment. This shall be true whether the initial payment is for a partial month's or full month's occupancy.

The RESIDENT understands and agrees that the net monthly rent is due and payable in full to the PHA on the first day of each subsequent month of occupancy. The RESIDENT further understands that such rent will be deemed "late" by the PHA, if not delivered to the PHA business office, located on the first floor of the Mall Towers building at 103 South 7th Street, Atchison, Kansas, by the close of business of the fifth business day of each month. The PHA will not accept partial payment of such rental obligation without prior written approval by PHA management.

The RESIDENT further understands and agrees that the provision of an insufficient-funds check or bank draft to the PHA for net rent will not constitute payment of their rental obligation and may be cause for the PHA to take legal action to recover the obligations, and may also cause the PHA to take legal action to remove the RESIDENT from the premises. The PHA reserves the right to demand cash payment of all current and future RESIDENT obligations, in the event that the RESIDENT presents such in-sufficient funds check or bank draft to the PHA as payment of rent or other charges.

## **PART 4. RESIDENT SECURITY DEPOSIT**

The RESIDENT hereby agrees to provide the PHA with a Security Deposit for the above named dwelling unit. The PHA has established a standard Security Deposit for each PHA-owned dwelling unit, based on the number of bedrooms contained in the unit. The Security Deposit established for this \_\_\_\_\_ bedroom dwelling unit is \$ \_\_\_\_\_. If the RESIDENT transfers to a different bedroom size, the Security Deposit will be based on the new unit size. Upon transfer, the RESIDENT may owe an additional amount to satisfy the new Security Deposit amount or may receive a refund of any excess Security Deposit amount.

The above stated Security Deposit is due and payable by the RESIDENT prior to the first day of occupancy of the above noted dwelling unit. However, the RESIDENT may elect, with prior PHA management approval, to pay such Security Deposit in up to four (4) equal installments, with each such installment due and payable on the first day of an equal number of consecutive months of occupancy, commencing with the first month of occupancy, regardless of whether that month is a part month or a full month of occupancy. (Example No. 1.: if the tenant elects 4 installments and begins occupancy on the first day of January, the installments are due on the first days of January, February, March and April). (Example No. 2.: if the tenant elects 4 installments and begins occupancy on January 15th, the installments are due January 15th and the first days of February, March and April).

If applicable, the RESIDENT hereby agrees to pay the above stated Security Deposit in \_\_\_\_\_ equal installments of \$ \_\_\_\_\_ each, with the first such installment due on \_\_\_\_\_, the second due on \_\_\_\_\_ the third due on \_\_\_\_\_ and the fourth due on \_\_\_\_\_.

The PHA will hold said Security Deposit for the duration of Tenancy, to be utilized specifically for the cost(s) for repair of any intentional or negligent damage to the dwelling unit, beyond what is considered reasonable and normal wear and tear, caused by the RESIDENT, the RESIDENT'S family or RESIDENT guests, whether invited or uninvited, and may be utilized to satisfy other RESIDENT Charges, as stipulated elsewhere in this Lease Agreement. The RESIDENT shall be held liable for any and all repair costs and other charges legally assessed by the PHA that exceed the total amount of Security Deposit held by the PHA.

Except as otherwise provided herein, the RESIDENT shall not apply or deduct any portion of said Security Deposit from the last month's rental obligation upon vacation of the dwelling unit, or use or apply said Security Deposit, at any time, in lieu of payment of rent to the PHA.

Should the RESIDENT fail to comply with this provision, said Security Deposit shall be deemed to have been forfeited to the PHA by the RESIDENT and the PHA shall seek to recover, through whatever legal means that may be available, the full amount of rent and late rent penalties owed by the RESIDENT to the PHA, without regard to the amount of the Security Deposit not used to defray the herein named cost(s).

The Security Deposit shall be deemed to have been forfeited to the PHA in the event that the RESIDENT vacates the herein identified dwelling unit without providing written Notice of Intent to Vacate at least thirty (30) calendar days prior to the date the unit is vacated. When such proper Notice is given by the RESIDENT to the PHA, a move-out inspection will be conducted by the PHA, for which the RESIDENT will receive Notice of the date and time, and the RESIDENT will receive a full written accounting of the Security Deposit within fourteen (14) calendar days, if at all possible, but in no case later than thirty (30) calendar days after move-out, including a refund of any amounts not used by the PHA to defray the cost(s) named herein.

## **PART 5. ASSESSMENT OF OTHER CHARGES TO THE RESIDENT**

### **A. LATE RENT NOTICE AND ASSESSMENT OF LATE RENT FEES**

Rent payments not received by the PHA by the close of business (5:00 P.M.) on the 5th working day of each month shall be deemed "late". For each incidence of the RESIDENTS'S failure to pay their rightful rental obligation by this day and time, the PHA will issue the RESIDENT a written Fourteen (14) Day Notice of Intent to Evict for failure to pay rent. Should the RESIDENT fail to either pay the rent due or vacate the dwelling unit by the expiration of that 14-day Notice, the PHA will take applicable legal action to evict the RESIDENT from the premises. Any occurrence of five (5) late rent episodes during any twelve consecutive

# **PUBLIC HOUSING LEASE AGREEMENT**

calendar months of Tenancy will be considered as "just cause" for the PHA to terminate or refuse to renew this Lease Agreement and to take whatever legal action may be necessary to evict the RESIDENT from the premises.

Effective at 12:01 A.M., prevailing local time, beginning on the sixth (6th) working day of each month and for each subsequent day that the rent is late, the PHA will assess a ten (10) dollar processing fee plus a one dollar (\$1.00) per day late rent fee, with said late fee continuing to accrue on a daily basis until such time as the RESIDENT pays the obligation(s) to the PHA. Said late fee(s) shall be due and payable on the first day of the month following the month during which the fee(s) are assessed, or thirty (30) days, whichever is later.

## **B. DAMAGE CHARGES**

The PHA will levy damage charges to the RESIDENT, at any time, for any and all maintenance and repair to the herein named premises, including any other PHA owned property, damaged by the RESIDENT, the RESIDENT'S Family or the RESIDENT'S Guests, in excess of reasonable and normal wear and tear. PHA Board Policy establishes the majority of the charges for common repairs at least annually. A schedule of current damage charges is attached to this document. The current schedule is also posted on the RESIDENT Information Boards on the PHA premises. The PHA reserves the right to modify the schedule of charges at any time, when inflation or other factors render current charges obsolete, without necessitating the execution of a new lease. The RESIDENT will receive at least thirty (30) days notice of revised damage charges, prior to the effective date of the revised schedule. Charges for non-standard repairs (not listed on the herein noted schedule) will be billed to the RESIDENT on an actual cost basis, rounded to the nearest whole dollar. All assessed damage charges are due and payable two (2) weeks after written notice of such charges is received by the RESIDENT or the first of the following month, whichever is later.

## **C. EXCESS UTILITIES CHARGES**

RESIDENT'S occupying PHA dwelling units for which the PHA pays all utility costs will be assessed a standard excess utility charge for each major utility consuming appliance utilized by the RESIDENT, regardless of ownership, other than normal usage of water, sewer, trash and/or electricity for apartment space heating, water heating or refrigeration. The excess utility charge is established for each such appliance by PHA Board Policy, based on the PHA'S best estimate of the annual or seasonal consumption of such utilities. The schedule of excess utility charges is attached to this document, if the RESIDENT will be occupying an applicable dwelling unit. Said schedule will be regularly reviewed by the PHA Board and adjusted accordingly for inflation or other pertinent factors. The PHA reserves the right to modify this schedule of charges without the necessity of executing a new Lease Agreement with the RESIDENT.

The PHA does not require the RESIDENT to utilize any major appliance for which an excess utility charge has been identified. In the event that a PHA owned major appliance, such as an air conditioner, is in place in the dwelling unit and the RESIDENT does not wish to pay the excess utility charge for such appliance, the RESIDENT should so notify the PHA, and the subject appliance will be removed from the dwelling unit. The RESIDENT is obligated to inform the PHA of the personal (non-PHA) ownership and use of any such major appliance in the dwelling unit, and to pay the appropriate excess utility charge for that appliance. **THE RESIDENT MUST REQUEST PHA APPROVAL OF THE PLACEMENT OF ANY MAJOR APPLIANCE IN THE DWELLING UNIT PRIOR TO SUCH INSTALLATION.** Failure to comply with this provision may be grounds for termination of this Lease Agreement.

Excess utility charges are due and payable after RESIDENT receipt of thirty (30) days Notice of such charges, or the first of the following month, whichever period is longer. Said Notice will include the fact that the excess utilities charges will be billed, due and payable, on the first of each subsequent month, thereafter, either for the entire year or for the established season pertaining to that appliance. Reference herein shall serve as written notice that the excess utility charge for air conditioning commences on May 1st of each year and stops on September 30th of each year (5 seasonal months), provided that the RESIDENT occupies the dwelling unit prior to April 1st of the year.

## **D. INSUFFICIENT FUNDS CHECKS AND/OR BANK DRAFTS**

PHA Board Policy provides that any occurrence of a RESIDENT providing the PHA an insufficient funds check or bank draft will cause the PHA to assess the actual cost of the PHA bank's returned check service charge or \$5.00, whichever amount is larger, to the RESIDENT. Any such occurrence will also cause the PHA to refuse to accept any future payment from the RESIDENT in any form other than cash, certified check or money order. The PHA will make no exceptions to this provision.

## **PART 6. UTILITY RESPONSIBILITIES**

### **A. RESIDENTS OF THE MALL TOWERS BUILDING**

The utility suppliers, on a whole building basis, bill the PHA for all basic utility usage in the Mall Towers Building. For this reason, the PHA is unable to accurately separate the utility usage and costs for each individual apartment in the building. Therefore, the RESIDENTS of the Mall Towers Building are not responsible for paying the costs of basic utilities directly to the suppliers. The PHA will

## **PUBLIC HOUSING LEASE AGREEMENT**

assess the RESIDENT excess utility charges as set forth in Part 5.C., above. RESIDENTS of the Mall Towers Building are not eligible for a utility allowance, because they do not pay the suppliers directly for their utility usage.

Therefore, in exchange for the payment of the rent established herein, the PHA agrees to furnish the RESIDENT of a Mall Towers apartment with running water and reasonable amounts of hot water, heat and electricity, without additional charge to the RESIDENT (but, see Part 5.C.), in compliance with applicable Federal, State and/or local rules and regulations. However, the PHA shall not be held responsible for failure to furnish the herein noted utilities when prevented to do so by an Act of God, the failure of Public Utility services or any other conditions beyond the PHA'S control.

The RESIDENT agrees to pay all other non-basic utility charges, such as telephone service and/or cable television service, directly to the supplier, and to pay PHA-assessed excess utility charges, in the event that the RESIDENT chooses to operate major appliances (with PHA approval), other than a standard water heater, refrigerator/freezer or existing space heating devices. Lighting units, such as floor lamps, microwave ovens and window fans are not considered major appliances, and are not subject to excess utility charges.

### **B. RESIDENTS OF THE LAKEVIEW AND SOUTHWOODS DEVELOPMENTS**

The dwelling units located in the above development sites are each provided with the capability for individual utility metering. Therefore, the RESIDENTS of these dwelling units are responsible for paying for all utilities consumed in their dwelling units directly to the suppliers of such utilities. This includes any and all utility deposits and service hook-up charges that may be required by the suppliers. The RESIDENT further agrees to maintain gas and electrical services to the dwelling unit in their own name at all times during their occupancy of the unit, and to provide sufficient heat in the dwelling unit during the winter months to prevent the freezing of water lines. The RESIDENT further agrees to notify the PHA business office immediately, should the provision of such winter heating not be possible. The PHA will assess damage charges to the RESIDENT for the repair of any damages resulting from the RESIDENT'S failure to provide adequate winter heating and/or the RESIDENT'S failure to notify the PHA in a timely manner of the inability to provide such heat, unless there are mitigating circumstances beyond the RESIDENT'S control.

The PHA is required by rule and/or regulation to provide basic utility cost assistance to the RESIDENT of a Public Housing dwelling unit who is required to pay their own utilities. Basic utilities are defined as those utilities necessary to allow the RESIDENT to have running water and reasonable amounts of hot water, heat and electricity. Basic utilities do not include such things as telephone service, cable television service or air conditioning (this is not intended as an all-inclusive list of exclusions).

Therefore, the PHA agrees to provide the RESIDENT of a Lakeview or Southwoods dwelling unit with a monthly Utility Allowance, which will be subtracted from the "Gross Rent" identified in Part 3. of this document, to calculate the RESIDENT'S "Net Rent". The Utility Allowance for each of these dwelling units is established by PHA Board Policy on an annual basis, and is based on the average basic utility consumption of all of the PHA owned dwelling units in these development sites, by bedroom size. The current schedule of Utility Allowances for these dwelling units is attached to this document and is also posted on the RESIDENT information boards in the PHA common areas. The PHA reserves the right, with provision of thirty (30) days written notice to the TENANT, to modify these utility allowances once per each calendar year and to make any subsequent modifications of the RESIDENT'S "Net Rent", without necessitating execution of a new lease.

Because it is in the best interests of both the RESIDENT and the PHA to base the Utility Allowance on accurate historical data, the PHA requires the RESIDENT to provide a release of information to the PHA, allowing the PHA to gather such historical data from the utility suppliers for every PHA-owned dwelling unit in these development sites.

The PHA also requires the RESIDENT to immediately report the possession and use of any major appliances, such as air conditioners, washers and/or dryers, to the PHA at the time of Lease execution or the time of installation, whichever comes first, so that the PHA may accurately adjust the average basic consumption of utilities for that dwelling unit. Failure to comply with these provisions will be considered attempted RESIDENT Fraud, and could cause the PHA to take applicable legal action to terminate or refuse to renew this Lease Agreement.

### **PART 7. REDETERMINATION OF RENT, FAMILY COMPOSITION, DWELLING SIZE AND TENANT ELIGIBILITY FOR HOUSING ASSISTANCE**

Except for those RESIDENTS opting to pay the flat rent, the PHA is required to annually (or more often, when circumstances warrant) re-certify that the RESIDENT remains eligible to occupy a public housing dwelling unit, that the RESIDENT'S rent has been calculated on the most recent RESIDENT income/family size data and that the RESIDENT'S family size is appropriate for the current dwelling unit. RESIDENTS paying the flat rent are only required to re-certify every three years (see Flat Rent addendum).

The annual re-certification must be completed prior to the anniversary date of the execution of this Lease Agreement. The re-certification must be accomplished in compliance with the PHA'S Admissions and Continued Occupancy Policy (ACOP), all applicable Federal, State and/or local rules and regulations, and all directives of the U.S. Department of Housing and Urban Development (HUD).

When an annual re-certification is required, the PHA will provide the RESIDENT written notice, within ninety (90) calendar days of the anniversary date of this Lease Agreement, of the time and place for the re-certification interview. Such interview will take place within sixty (60) days prior to the subject anniversary date. Said notice will include an itemization of the documentation the RESIDENT is required to bring to the interview.

# **PUBLIC HOUSING LEASE AGREEMENT**

The RESIDENT is responsible for attending the interview appointment scheduled in the Notice or rescheduling the appointment for a more appropriate time and/or date with the PHA. In no event will the interview be scheduled for less than thirty (30) days prior to the first day of the month of the anniversary date of this Lease Agreement. The RESIDENT'S failure to attend the re-certification interview and/or to supply the required documentation without good cause will be considered a violation of the material terms of this Lease Agreement and will cause the PHA to issue a Notice of Lease Termination to the RESIDENT.

Under certain circumstances, the PHA will conduct an interim re-certification of RESIDENT rent and/or dwelling unit size. An interim re-certification may occur at any time between the annual re-certification periods.

**The RESIDENT may request an interim re-certification when:**

- (1) The RESIDENT'S total family income decreases \$50.00 dollars or more per month;
- (2) The RESIDENT desires to switch from paying the flat rent to paying rent based on income;
- (3) The RESIDENT'S family composition changes;
- (4) When an elderly or disabled RESIDENT'S medical expenses increase; or
- (5) When other unusual circumstances arise or non-medical handicapped assistance expenses increase;

**The RESIDENT is obligated to inform the PHA immediately when:**

- (1) Total family income increases more than \$50.00 per month; or
- (2) Family size or other family housing needs change.

The PHA may demand an interim re-certification when it suspects that the RESIDENT has supplied inaccurate information or failed to supply required information concerning family size and/or income as required under the RESIDENT'S obligations.

In the event that the re-certification process, whether annual or interim, indicates that there have been no material changes in RESIDENT rent or the family's dwelling unit size requirements since the last certification, this Lease Agreement will automatically renew, on the first day of the month of the anniversary date, as a month-to-month Lease Agreement, basis the latest prior certification information.

In the event that RESIDENT rent is changed due to re-certification, the RESIDENT and the PHA will execute the Monthly Rental Adjustment area below, including the effective dates, as follows:

- (1) For interim re-certifications where the rent increases, the increased rent will be due and payable on the first day of the first month following a full month after the re-certification date, EXCEPT where the RESIDENT has failed to provide required documentation and/or failed to attend the re-certification interview in a timely manner, in which case the increased rent will be due and payable on the first of the month following the date of re-certification;
- (2) For interim re-certifications where the rent decreases, the decreased rent will be due and payable on the first day of the first month following the re-certification date, provided that:
  - a) The RESIDENT has requested an interim re-certification a minimum of ten (10) days prior to the end of the current month; and
  - b) the RESIDENT has provided all documentation, including third-party verification of income, etc., a minimum of 10 days prior to the end of the current month.
- (3) For annual re-certifications, with thirty (30) days notice, rent changes will be effective on the first day of the month of the anniversary date of this Lease Agreement, EXCEPT that:
  - a) where the RESIDENT has failed to provide the required documentation and/or attend the re-certification interview at least 30 days prior to the anniversary date of this Lease without good cause, any rent increase will be effective on the anniversary date of this Lease agreement with less than 30 days notice of the increase; and
  - b) where the RESIDENT has failed to provide the required documentation and/or attend the re-certification interview at least 30 days prior to the anniversary date of this Lease without good cause, any rent decrease will be effective on the first day of the month following the

**PUBLIC HOUSING LEASE AGREEMENT**

If, as a result of either type of re-certification, the PHA determines that the RESIDENT'S family size is no longer appropriate for the size (number of bedrooms) of their current dwelling unit, the PHA will provide a minimum of thirty (30) days written Notice of that fact to the RESIDENT, including Notice that the RESIDENT will be required to move to an appropriate sized dwelling unit, when one becomes available. The PHA will provide an additional written Notice to the RESIDENT of no less than thirty (30) days, when an appropriate dwelling unit becomes available. The RESIDENT hereby agrees to relocate to an appropriately sized unit within thirty (30) days after receiving proper Notice(s), at the RESIDENT'S expense.

**MONTHLY RENTAL ADJUSTMENT AGREEMENT**  
(Modification to Part 3. of this Lease Agreement)

Adjusted Family Income	No. of Family Members	Contract Rent	Effective Date	TENANT'S Agreement	PHA Approval
-----	-----	-----	-----	-----	-----
-----	-----	-----	-----	-----	-----
-----	-----	-----	-----	-----	-----
-----	-----	-----	-----	-----	-----
-----	-----	-----	-----	-----	-----
-----	-----	-----	-----	-----	-----

**PART 8. RESIDENT'S RIGHT TO USE AND OCCUPY PREMISES**

The PHA hereby grants the RESIDENT the right to the exclusive use and occupancy of the above-described dwelling unit by the members of the family identified in Part 1. of this lease agreement. No other persons except those specifically allowed herein are authorized to use or occupy said unit without the prior written approval of the PHA. RESIDENT rights include:

- a. Reasonable accommodation of a RESIDENT'S Guest or Guests:
  - 1) A "Guest" shall mean a person present in the RESIDENT'S dwelling unit or on or near PHA property as a direct result of the RESIDENT'S occupancy of said dwelling unit, whether invited or uninvited.
  - 2) Should the Resident wish to accommodate an over-night guest, the Resident must notify PHA management of this intent, including the provision of the guest's name, prior to making such accommodation. Upon such notification, the Resident may accommodate that specific guest for a period of up to seven (7) consecutive days.
  - 3) Should the Resident desire to accommodate that specific person for a period of over 7, but less than fifteen (15) days, the Resident must request written approval of this accommodation from PHA management, prior to such accommodation.
  - 4) Should the Resident desire to accommodate a specific guest for a period of longer than 14 consecutive days, the Resident must submit a written request for approval of said accommodation to the PHA Board of Commissioners, a minimum of (30) days prior to commencement of the guest's stay in the RESIDENT'S leased dwelling unit.
- b. A foster child or a live-in aide may reside in the living unit with PHA consent. (Please refer to the PHA'S policy concerning the residence of a live-in aide in the ACOP).

**PART 9. THE PHA'S OBLIGATIONS:**

**The Housing Authority (the PHA) is hereby obligated:**

- a. To maintain the premises and the project in a decent, safe and sanitary condition;
- b. To comply with requirements of applicable building and housing codes and all State and Federal regulations materially affecting health and safety;
- c. To make necessary repairs to premises;
- d. To keep project buildings, facilities and Common areas not otherwise assigned to the Resident for maintenance and upkeep in a clean and safe condition;
- e. To maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating and other facilities;

# **PUBLIC HOUSING LEASE AGREEMENT**

- f. To provide and maintain appropriate trash receptacles (except containers for the exclusive use of an individual RESIDENT family);
- g. To supply running water, reasonable amounts of hot water and heat (at appropriate times of the year, according to local custom and usage), except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection;
- h. To notify the RESIDENT of the specific grounds for any proposed adverse action by the Housing Authority. (Adverse actions may include, but are not limited to: a proposed lease termination, transfer of the Resident to another unit, imposition of charges
- i. for maintenance and repair or for excess consumption of utilities). Such notice of adverse action will include notice of the RESIDENT'S right to a hearing under the Housing Authority's grievance procedures, in those cases where these procedures apply;
- j. To mow and trim all lawns (Mall Towers Only);
- k. To provide pest control services;
- l. To provide reasonable accommodation of the RESIDENT'S guest(s).

## **PART 10. RESIDENT'S OBLIGATIONS**

### **THE RESIDENT HEREBY AGREES:**

- a. Not to assign the lease or to sub-lease the premises;
- b. Not to provide accommodations for boarders or lodgers;
- c. To use the premises solely as a private dwelling for the RESIDENT and the RESIDENT'S household as identified in the lease, and not to use or permit its use for any other purpose;
- d. To abide by necessary and reasonable regulations promulgated by the Housing Authority for the benefit and well-being of the Housing Project and the RESIDENT'S, as are posted in the business office and incorporated by reference herein;
- e. To comply with all obligations imposed upon the RESIDENT by applicable provisions of building and housing codes materially affecting health and safety;
- f. To keep the premises and such other areas as may be assigned to the RESIDENT for their exclusive use in a clean and safe condition;
- g. To comply with the PHA'S Reasonable accommodation of RESIDENTS' Guests policy (see PART 8., above);
- h. To dispose of all garbage, rubbish, and other waste from the premises in a sanitary, safe and timely manner;
- i. To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other appurtenances (including the elevators at Mall Towers);
- j. To refrain from, and to cause RESIDENT household members and guests to refrain from destroying, defacing, damaging or removing any part of the premises or site;
- k. To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, project buildings, facilities or common areas caused by the RESIDENT, their household members or guests, whether invited or uninvited;
- l. To conduct themselves and cause other persons who are on the premises with their consent to conduct themselves in a manner which will not disturb neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent safe, and sanitary condition;
- m. To assure that the RESIDENT, any member of the household, a guest, whether invited or uninvited, or another person under the RESIDENT'S control, shall not engage in:

## **PUBLIC HOUSING LEASE AGREEMENT**

- A. Any criminal activity which threatens the health, safety right to the peaceful enjoyment of the PHA'S public housing premises by other RESIDENTS, RESIDENTS' guests or employees of the Housing Authority or other public servants; or
- B. Any drug-related or violent criminal activity, whether such activity occurs on or off such premises.
- n. To immediately notify management of any change in income or family size that would effect the rent or size of living unit assigned, except:
  - A. Families paying the flat rent are only required to report income changes every three years or when they choose to revert to paying the formula-based rent;
  - B. Certain families receiving earned income waivers may only be required to report income changes annually, during the annual re-certification.
- o. To mow and trim all lawns to the Housing Authority's specification or hire the Housing Authority to perform the lawn care service at the current cost per month as posted on the bulletin board. This fee will be pro-rated to the RESIDENT monthly during the mowing season. (Section refers to residents outside of Mall Towers); and
- p. To perform all other tenant duties imposed by law.

### **PART 11. RESIDENT MAINTENANCE**

**The RESIDENT agrees to perform the following maintenance tasks, which are consistent with those, which would be performed, were RESIDENTS occupying their own premises (except the elderly RESIDENTS of the Mall Towers building):**

- a. Pick up all paper, garbage, trash etc., around their assigned unit, to include the yard area out to the curb, without regard to where such may have come from;
- b. To keep garbage receptacles either on the back porch or the area designated for such receptacles, except on trash collection days at which times receptacles should be set at curbing for trash pick up and then returned to the storage area the same day.

(NOTE: The RESIDENT may be excused from the requirements of this section with prior PHA approval, if unable to perform these tasks due to age or disability.)

### **PART 12. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY**

**In the event that such defects occur or the premises is damaged to the extent that such situation(s) exists:**

- a. The Resident must immediately notify the PHA;
- b. The PHA will repair the unit within reasonable time of such notification, provided that if damage was caused by the RESIDENT, a member of RESIDENT'S household or guests, whether invited or uninvited, the reasonable costs of repairs will be charged to the RESIDENT;
- c. The PHA will offer standard alternative accommodations if defects/damages cannot be corrected within reasonable time, if a unit is available;
- d. No rent will be charged if defects/damages believed by the Housing Authority to be hazardous to life, health or safety cannot be corrected within reasonable time, if alternative accommodations cannot be made available to the RESIDENT, except that rent will be charged if the RESIDENT refuses alternative accommodations or if the defects/damages are a result of actions by the RESIDENT, a member of the RESIDENT'S household, visitors or guests, whether invited or uninvited.

### **PART 13. PRE-OCCUPANCY AND PRE-TERMINATION INSPECTIONS**

**The PHA shall perform both a pre-occupancy (move-in) inspection, made prior to commencement of occupancy, and a pre-termination (move-out) inspection.**

- a. The RESIDENT (or the RESIDENT'S representative) shall be afforded the opportunity to be present during these inspections. The RESIDENT'S failure to be present during either inspection shall serve to waive any right the RESIDENT may have to grieve the results of the inspection through established PHA grievance procedures;
- b. Results of these inspections shall be recorded on a Move-In/Move-Out form, which lists conditions of the leased grounds, buildings and appurtenances thereto, and installed equipment:
  - A. The completed inspection form shall be signed by the PHA and the RESIDENT or the RESIDENT'S representative (if present); and



## **PUBLIC HOUSING LEASE AGREEMENT**

- B. One copy of the form shall be furnished to the RESIDENT and one copy retained in the RESIDENT'S folder in the Management office.
- c. Upon pre-termination inspection, the RESIDENT will be informed of charges levied for damages in excess of normal wear and tear (if any), which will be deducted from the security deposit. Such charges will be levied based upon the schedule of charges posted on the RESIDENT'S bulletin board in the Mall Towers lobby, located at 103 South 7th Street, Atchison, KS., or upon the actual repair costs, for those repairs not appearing on said schedule;
- d. Upon move-out, the RESIDENT will be expected to clean the dwelling unit and PHA-installed equipment, pick up the grounds and remove debris from the premises to the satisfaction of the PHA.
  - A. If the PHA does not approve of condition of these items, RESIDENT will be provided a reasonable time to correct the unsatisfactory conditions.
  - B. If the RESIDENT fails to correct the unsatisfactory conditions within a reasonable time, the costs to the PHA for correcting these conditions shall be deducted from the RESIDENT'S security deposit. A schedule of such charges is posted on the RESIDENTS'S bulletin board.
- e. If the RESIDENT vacates the dwelling unit without notice to the PHA, appropriate damage/cleaning charges will be made against the security deposit.

**(Also refer to Section No. 5. - Security Deposit)**

### **PART 14. ENTRY OF PREMISES DURING TENANCY**

- a. PHA personnel may, after providing two (2) days written notice of intent to the RESIDENT, enter the premises for the purpose(s) of performing routine inspections, to make necessary or RESIDENT-requested repairs (work orders), decorations, alterations or improvements, to supply necessary or agreed services, or to exhibit the living unit to prospective or actual residents, mortgagors, workmen or contractors.
- b. The two (2) day notice requirement may be waived by the RESIDENT for those work orders generated by the PHA at the RESIDENT'S request for ordinary maintenance and repair items.
- c. PHA and/or emergency personnel may enter the RESIDENT'S dwelling unit without the RESIDENT'S consent and without advance notice, when there is reasonable cause to believe that:
  - A. A medical emergency exists; or
  - B. An extreme hazard exists involving the potential loss of life or severe property damage.
- d. The RESIDENT and all other adult members of the household are absent at the time of entry by an authorized staff member, a written statement specifying the date, time and purpose of entry will be left in the living unit by the entering staff member(s).

### **PART 15. NOTICES BETWEEN RESIDENT AND HOUSING AUTHORITY**

**Except as otherwise set forth in this document, notices between the RESIDENT and the Housing Authority shall be in writing, personally delivered or mailed prepaid first class.**

- a. Personal delivery by the PHA to the RESIDENT shall be to the head of household (the RESIDENT), to any other person twelve (12) years of age or older residing in the unit, or by posting said notice in a conspicuous place on the premises;
- b. Mailed delivery by the PHA to the RESIDENT shall be via prepaid first class mail to the RESIDENT at the herein named dwelling unit mailing address; and
- c. RESIDENT notices to the PHA shall be in writing delivered to the Atchison Housing Authority business office, located on the first floor of Mall Towers building, or mailed prepaid first class to Mall Towers 103 South Seventh, Atchison, Kansas 66002.

### **PART 16. TERMINATION OF LEASE**

**The Housing Authority shall not terminate or refuse to renew this lease other than for serious or repeated violations of material terms hereof and shall give written notice of intent to terminate the lease of:**

- a. Fourteen (14) calendar days notice in the case of failure to pay rent or other charges;

## **PUBLIC HOUSING LEASE AGREEMENT**

- b. A reasonable time commensurate with the exigencies of the situation in the case of the creation or maintenance of a threat to the health or safety of other RESIDENTS, PHA employees or other public employees;
- c. Thirty (30) days notice in all other cases, including failure to comply with all material terms of the lease and its attachments.
- d. The RESIDENT may make written reply to the Housing Authority and avail themselves of the Tenant Grievance Procedures when an action of the Housing Authority is disputed, except where the termination has been caused by one or more RESIDENT actions where such cause(s) are specifically excluded from said grievance processes elsewhere herein, by said grievance procedures or by the PHA'S "One Strike and Your Out" policy;
- e. When the RESIDENT intends to vacate the dwelling unit, such intent must be conveyed to the PHA business office at least thirty (30) calendar days prior to actual vacation of the premises. Failure to comply with this provision may cause forfeiture of the RESIDENT'S security deposit to the Housing Authority.

### **PART 18. ABANDONED VEHICLES**

The RESIDENT upon written notice from the PHA will remove vehicles that are obviously inoperable or unlicensed from PHA property within forty-eight (48) hours of date of notice. Failure of the RESIDENT to comply with this notice will result in the matter being referred to city officials for action in accordance with local ordinances, and may be considered cause to terminate or refuse to renew this lease agreement.

### **PART 19. VEHICLE PARKING**

**RESIDENTS are required to comply with the following parking rules. Repeated failure to comply with these rules may be considered cause for the PHA to terminate or refuse to renew this lease agreement:**

#### **Mall Towers Residents**

**RESIDENTS are not, as a general rule, guaranteed a parking place in the Mall Towers parking lot. However:**

- a. RESIDENTS of the Mall Towers building may register one (1) vehicle for parking in the Mall Towers parking lot (South of the building), when space is available. The RESIDENT is required to provide proof of current registration and insurance to the PHA, in order to receive a parking permit.
- b. A PHA parking permit must be displayed in the rear window of the vehicle in order to use this lot. Vehicles not displaying the permit may be subject to tow, at the owner's expense. Offending vehicles will be towed if the permit is not displayed within 24 hours of RESIDENT receipt of a written warning.
- c. Due to limited space, only Mall Towers RESIDENTS who have been assigned a specific handicapped accessible parking space are guaranteed a parking space in the Mall Towers lot. Alternative parking is available on the streets or in various city parking lots near the building; and
- d. RESIDENT'S visitors/guests are not allowed to park in the Mall Towers parking lot and are subject to tow, at the owner's expense. Offending vehicles will be towed after receipt of one warning.

#### **PHA Family Sites**

**RESIDENTS of Lakeview and Southwoods are assigned one (1) parking space, which is clearly marked and reserved for their dwelling unit:**

- a. Each RESIDENT family may register one (1) vehicle with the PHA to be parked in the assigned space. The RESIDENT is required to provide proof of current registration and insurance to the PHA, in order to receive a parking permit;
- b. A parking permit sticker must be displayed in the rear window of this vehicle. Vehicles not displaying the permit may be subject to tow, at the owner's expense. Offending vehicles will be towed if the permit is not displayed within 24 hours of RESIDENT receipt of a written warning; and
- c. RESIDENT parking is not allowed in visitor parking spaces, on sidewalks or on grass areas (yards) of the family units. Any such parked vehicles will be towed at owner expense. All motor vehicles are subject to these restrictions.

### **PART 20. RECREATIONAL VEHICLES**

**No parking areas are provided on Housing Authority property for any type of recreational vehicle. Therefore, said vehicles may not be parked or stored on said property at anytime. For the purposes of this section, the term recreational vehicle shall include motorized or pull-type campers, RV's, boats, boat trailers, go-carts, three-wheelers, four-wheelers and any other such object not considered by the PHA to be a child's toy.**

# **PUBLIC HOUSING LEASE AGREEMENT**

## **PART 21. PETS**

The PHA has adopted a Pet Policy as a separate document from this lease agreement. The current version of that policy is attached and shall be considered incorporated into the material terms of this agreement by this reference. Therefore, all RESIDENTS must comply with the terms of said Pet Policy, which may be legally revised or amended from time to time, upon proper PHA notice to the RESIDENT, without necessitating revision of this lease agreement.

## **PART 22. TENANT HANDBOOK: GENERAL PROVISIONS**

The PHA has established a Tenant Handbook, which details other RESIDENT Requirements and PHA suggestions relative to the use and care of the dwelling unit equipment common areas and grounds around the unit. The current version of that Tenant Handbook is attached and shall be considered incorporated into the material terms of this agreement by this reference. Therefore, all RESIDENTS must comply with the terms of said Handbook, which may be legally revised or amended from time to time, upon proper PHA notice to the RESIDENT, without necessitating revision of this lease agreement.

## **PART 23. ONE STRIKE AND YOUR OUT POLICY**

The PHA has established a One Strike and Your Out Policy, which details PHA policy regarding certain RESIDENT violent and/or criminal behavior. The current version of that Policy is attached and shall be considered incorporated into the material terms of this agreement by this reference. Therefore, all RESIDENTS must comply with the terms of said Policy, which may be legally revised or amended from time to time, upon proper PHA notice to the RESIDENT, without necessitating revision of this lease agreement.

## **PART 24. MODIFICATIONS**

This lease agreement, the documents and policies incorporated herein by reference thereto, any legally accomplished future amendments to adjust rents, dwelling unit assignment, utility allowances, or maintenance charges, or any future amendments required to incorporate revised provisions of applicable laws or regulations, evidence the entire agreement between the PHA and the RESIDENT.

- a. No modifications to this lease agreement shall be made except in writing, signed and dated by both parties, except that, with proper notice to the RESIDENT, revised provisions of such incorporated documents, policies, laws, regulations, utility rates and/or maintenance charges shall replace the versions of said incorporations current as of the date of execution of this lease agreement.
- b. A schedule of any such modifications shall be incorporated herein by reference thereto, and shall be publicly posted on the RESIDENT'S bulletin board located at 103 South Seventh St., Atchison, Kansas. RESIDENTS shall be furnished copies upon request.
- c. The PHA shall give RESIDENTS thirty (30) days written notice of such modifications, setting forth the proposed modification and reasons wherefore, and RESIDENTS may present written comments which shall be taken into consideration by the Board of Commissioners prior to the proposed modifications becoming effective. Notice shall be delivered directly to the RESIDENT or mailed first class.

## **PART 25. PHA (LANDLORD) AND RESIDENT (TENANT) RIGHTS**

The rights, duties, obligations and remedies for Landlords and Tenants of Public Housing in the State of Kansas are found as follows:

- a. The Kansas Residential Landlord and Tenant Act, (K.S.A. 58-2540, etal.)(and amendments thereto).

**PUBLIC HOUSING LEASE AGREEMENT**

- b. Public Housing Lease and Grievance Procedures, 24 CFR Part 966), A Rule as set forth by the United States Department of Housing and Urban Development, by the Authority of the U.S. Housing Act of 1937 (42 U.S.C. 1437a, 1437d); Sec. 7(d) and other federal statutes, including The Quality Housing and Work Responsibility Act of 1998.
- c. The Fair Housing Amendments Act (24 CFR 941) of 1988 to Title VIII of the Civil Rights Act of 1968 which facilitated HUD Final Rule 24 CFR Part 14, 100, Subpart D as applicable requirements for public housing developments and the prohibition of discrimination on the basis of handicap.

The above Acts, rules and regulations, and all other applicable rules and regulations are hereby incorporated into this lease as a part thereof by reference herein. Where any portion of this lease should be in conflict with the provisions of said rules and/or regulations, the provisions of such rule and/or regulation shall prevail.

The RESIDENT may, upon reasonable notice and at his or her own expense, receive a copy of the applicable rule or regulation from the business office. It is the RESIDENT'S responsibility to read and understand said rules and regulations. Ignorance of the provisions therein shall not constitute a defense for violation of the provisions of this lease agreement or any such Acts, rules and/or regulations.

**PART 26. DISCLOSURE OF OWNERSHIP AND MANAGEMENT**

The PHA is the Housing Authority of the City of Atchison, Kansas, which is the owner of the premises stated herein. The PHA Executive Director is the manager of the premises and is duly authorized to act by and on behalf of the PHA by the Atchison Housing Authority Board of Commissioners, the governing body of the Housing Authority.

**Contact Information**

All correspondence should be directed to the PHA'S business office on the first floor of the Mall Towers building, at 103 South 7<sup>th</sup> Street, Atchison, Kansas 66002.

- The PHA'S business telephone number is (913) 367-3323
- The PHA'S business facsimile machine number is (913) 367-6002
- The PHA'S TDD number is (913) 367-3324
- The PHA'S 24-hour emergency contact number is (913) 367-6530

**PART 27. EXECUTION OF AGREEMENT**

IN WITNESS WHEREOF, the parties have executed this lease agreement this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

RESIDENT:

By ( \_\_\_\_\_ ) for  
(Legal Guardian's Signature Only)

\_\_\_\_\_  
Head of Household's Signature

\_\_\_\_\_  
Spouse or Co-HOH's Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

ATCHISON HOUSING AUTHORITY (the PHA):

By ( \_\_\_\_\_ )

(Title \_\_\_\_\_) for

**PUBLIC HOUSING LEASE AGREEMENT**

-----  
Edward F. Miller, Executive Director

**OTHER ADULT FAMILY MEMBER (S) CERTIFICATION AND AGREEMENT**

The following other adult members of the RESIDENT family hereby certify that they understand and agree that all family members must comply with the material terms of this lease agreement and all incorporations thereto, and that, as adults, they could be held liable for violations of any and all materials terms of this agreement:

-----  
Signature

-----

Signature

-----  
Print Name

-----

Print Name

—

## SECTION 8 ADMINISTRATIVE PLAN TABLE OF CONTENTS

---

<b>1.0</b>	<b>EQUAL OPPORTUNITY.....</b>	<b>2</b>
1.1	FAIR HOUSING.....	2
1.2	REASONABLE ACCOMMODATION.....	2
1.3	COMMUNICATION.....	3
1.4	QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION .....	3
1.5	SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND PARTICIPANTS .....	4
1.6	FAMILY/OWNER OUTREACH.....	4
1.7	RIGHT TO PRIVACY.....	5
1.8	REQUIRED POSTINGS .....	6
<b>2.0</b>	<b>ATCHISON HOUSING AUTHORITY/OWNER RESPONSIBILITY/ OBLIGATION OF THE FAMILY.....</b>	<b>6</b>
2.1	ATCHISON HOUSING AUTHORITY RESPONSIBILITIES .....	6
2.2	OWNER RESPONSIBILITY.....	8
2.3	OBLIGATIONS OF THE PARTICIPANT .....	9
<b>3.0</b>	<b>ELIGIBILITY FOR ADMISSION .....</b>	<b>12</b>
3.1	INTRODUCTION.....	12
3.2	ELIGIBILITY CRITERIA.....	12
<b>4.0</b>	<b>MANAGING THE WAITING LIST.....</b>	<b>16</b>
4.1	OPENING AND CLOSING THE WAITING LIST.....	16
4.2	TAKING APPLICATIONS .....	17
4.3	ORGANIZATION OF THE WAITING LIST .....	18
4.4	FAMILIES NEARING THE TOP OF THE WAITING LIST.....	18
4.5	MISSED APPOINTMENTS .....	19
4.6	PURGING THE WAITING LIST.....	19
4.7	REMOVAL OF APPLICANTS FROM THE WAITING LIST.....	19
4.8	GROUND FOR DENIAL .....	19
4.9	NOTIFICATION OF NEGATIVE ACTIONS.....	21
4.10	INFORMAL REVIEW .....	21
<b>5.0</b>	<b>SELECTING FAMILIES FROM THE WAITING LIST.....</b>	<b>21</b>
5.1	WAITING LIST ADMISSIONS AND SPECIAL ADMISSIONS.....	22
5.2	PREFERENCES .....	22
5.3	SELECTION FROM THE WAITING LIST.....	22
<b>6.0</b>	<b>ASSIGNMENT OF BEDROOM SIZES (SUBSIDY STANDARDS).....</b>	<b>23</b>
6.1	BRIEFING.....	24

6.2	PACKET .....	25
6.3	ISSUANCE OF VOUCHER; REQUEST FOR APPROVAL OF TENANCY.....	27
6.4	TERM OF THE VOUCHER.....	27
6.5	APPROVAL TO LEASE A UNIT.....	28
6.6	ATCHISON HOUSING AUTHORITY DISAPPROVAL OF OWNER.....	29
6.7	INELIGIBLE/ELIGIBLE HOUSING.....	30
6.8	SECURITY DEPOSIT.....	31
<b>7.0</b>	<b>MOVES WITH CONTINUED ASSISTANCE.....</b>	<b>32</b>
7.1	WHEN A FAMILY MAY MOVE.....	32
7.2	PROCEDURES REGARDING FAMILY MOVES .....	32
<b>8.0</b>	<b>PORTABILITY.....</b>	<b>34</b>
8.1	GENERAL POLICIES OF THE ATCHISON HOUSING AUTHORITY .....	34
8.2	INCOME ELIGIBILITY.....	34
8.3	PORTABILITY: ADMINISTRATION BY RECEIVING HOUSING AUTHORITY .....	34
8.4	PORTABILITY PROCEDURES .....	35
<b>9.0</b>	<b>DETERMINATION OF FAMILY INCOME.....</b>	<b>37</b>
9.1	INCOME, EXCLUSIONS FROM INCOME, DEDUCTIONS FROM INCOME.....	37
9.2	INCOME.....	37
9.3	EXCLUSIONS FROM INCOME.....	39
9.4	DEDUCTIONS FROM ANNUAL INCOME.....	42
<b>10.0</b>	<b>VERIFICATION.....</b>	<b>43</b>
10.1	ACCEPTABLE METHODS OF VERIFICATION .....	43
10.2	TYPES OF VERIFICATION.....	44
10.3	VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS.....	46
10.4	VERIFICATION OF SOCIAL SECURITY NUMBERS .....	47
10.5	TIMING OF VERIFICATION.....	48
10.6	FREQUENCY OF OBTAINING VERIFICATION.....	48
<b>11.0</b>	<b>RENT AND HOUSING ASSISTANCE PAYMENT .....</b>	<b>49</b>
11.1	GENERAL.....	49
11.2	RENT REASONABLENESS .....	49
11.3	COMPARABILITY.....	49
11.4	MAXIMUM SUBSIDY.....	50
	<i>11.4.1 SETTING THE PAYMENT STANDARD.....</i>	<i>50</i>
	<i>11.4.2 SELECTING THE CORRECT PAYMENT STANDARD FOR A FAMILY.....</i>	<i>51</i>
	<i>11.4.3 AREA EXCEPTION RENTS.....</i>	<i>52</i>
11.5	ASSISTANCE AND RENT FORMULAS .....	52
11.6	UTILITY ALLOWANCE.....	57
11.7	DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT.....	57
11.8	CHANGE OF OWNERSHIP.....	58

<b>12.0 INSPECTION POLICIES, HOUSING QUALITY STANDARDS, AND DAMAGE CLAIMS.....</b>	<b>58</b>
12.1 TYPES OF INSPECTIONS.....	58
12.2 OWNER AND FAMILY RESPONSIBILITY.....	59
12.3 HOUSING QUALITY STANDARDS (HQS) 24 CFR 982.401 .....	60
12.4 EXCEPTIONS TO THE HQS ACCEPTABILITY CRITERIA .....	71
12.5 TIME FRAMES AND CORRECTIONS OF HQS FAIL ITEMS .....	72
12.6 EMERGENCY FAIL ITEMS .....	73
12.7 ABATEMENT.....	74
<b>13.0 OWNER CLAIMS FOR DAMAGES, UNPAID RENT, AND VACANCY LOSS AND PARTICIPANT'S ENSUING RESPONSIBILITIES.....</b>	<b>74</b>
13.1 OWNER CLAIMS FOR PRE-OCTOBER 2, 1995, UNITS .....	75
13.2 PARTICIPANT RESPONSIBILITIES .....	75
<b>14.0 RECERTIFICATION.....</b>	<b>76</b>
14.1 ANNUAL REEXAMINATION .....	76
14.1.1 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS...	76
14.1.2 MISSED APPOINTMENTS.....	77
14.2 INTERIM REEXAMINATIONS.....	77
14.2.1 SPECIAL REEXAMINATIONS.....	78
14.2.2 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS.....	78
<b>15.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY THE ATCHISON HOUSING AUTHORITY.....</b>	<b>79</b>
<b>16.0 COMPLAINTS, INFORMAL REVIEWS FOR APPLICANTS, INFORMAL HEARINGS FOR PARTICIPANTS .....</b>	<b>80</b>
16.1 COMPLAINTS .....	80
16.2 INFORMAL REVIEW FOR THE APPLICANT.....	80
16.3 INFORMAL HEARINGS FOR PARTICIPANTS .....	83
<b>17.0 TERMINATION OF THE LEASE AND CONTRACT.....</b>	<b>88</b>
<b>18.0 CHARGES AGAINST THE SECTION 8 ADMINISTRATIVE FEE RESERVE.....</b>	<b>91</b>
<b>19.0 INTELLECTUAL PROPERTY RIGHTS .....</b>	<b>91</b>
<b>20.0 ATCHISON HOUSING AUTHORITY OWNED HOUSING.....</b>	<b>91</b>
<b>21.0 TRANSITION TO THE NEW HOUSING CHOICE VOUCHER PROGRAM .....</b>	<b>92</b>
<b>GLOSSARY.....</b>	<b>95</b>



## **SECTION 8 ADMINISTRATIVE PLAN**

---

### **1.0 EQUAL OPPORTUNITY**

#### ***1.1 FAIR HOUSING***

It is the policy of the Atchison Housing Authority to comply fully 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.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Atchison Housing Authority housing programs.

To further its commitment to full compliance with applicable Civil Rights laws, the Atchison Housing Authority will provide Federal/State/local information to applicants for and participants in the Section 8 Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Atchison Housing Authority office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The Atchison Housing Authority will assist any family that believes they have suffered illegal discrimination by providing them copies of the housing discrimination form. The Atchison Housing Authority will also assist them in completing the form, if requested, and will provide them with the address of the nearest HUD Office of Fair Housing and Equal Opportunity.

#### ***1.2 REASONABLE ACCOMMODATION***

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Atchison Housing Authority housing programs and related services. When such accommodations are granted they do not confer special treatment or advantage for the person with a disability; rather, they make the program fully accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the Atchison Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Atchison Housing Authority will ensure that all applicants/participants are aware of the opportunity to request reasonable accommodations.

### **1.3 COMMUNICATION**

Anyone requesting an application will also receive a Request for Reasonable Accommodation Form.

Notifications of reexamination, inspection, appointment, or eviction will include information about requesting a reasonable accommodation. Any notification requesting action by the participant will include information about requesting a reasonable accommodation.

All decisions granting or denying requests will be in writing.

### **1.4 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION**

- A. Is the requestor a person with disabilities? For this purpose the definition of disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment. (The disability may not be apparent to others, i.e., a heart condition).

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the Atchison Housing Authority will obtain verification that the person is a person with a disability.

- B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the Atchison Housing Authority will obtain documentation that the requested accommodation is needed due to the disability. The Atchison Housing Authority will not inquire as to the nature of the disability.
- C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:
1. Would the accommodation constitute a fundamental alteration? The Atchison Housing Authority's business is housing. If the request would alter the fundamental business that the Atchison Housing Authority conducts, that would not be reasonable. For instance, the Atchison Housing Authority would deny a request to have the Atchison Housing Authority do grocery shopping for the

person with disabilities.

2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Atchison Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.

Generally the individual knows best what they need; however, the Atchison Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the Atchison Housing Authority's programs or services.

If more than one accommodation is equally effective in providing access to the Atchison Housing Authority's programs and services, the Atchison Housing Authority retains the right to select the most efficient or economic choice.

The cost necessary to carry out approved requests will be borne by the Atchison Housing Authority if there is no one else willing to pay for the modifications. If another party pays for the modification, the Atchison Housing Authority will seek to have the same entity pay for any restoration costs.

If the participant requests, as a reasonable accommodation, that he or she be permitted to make physical modifications to their dwelling unit, at their own expense, the request should be made to the property owner/manager. The Housing Authority does not have responsibility for the owner's unit and does not have responsibility to make the unit accessible.

Any request for an accommodation that would enable a participant to materially violate family obligations will not be approved.

### ***1.5 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND PARTICIPANTS***

The Atchison Housing Authority will endeavor to have bilingual staff or access to people who speak languages other than English to assist non-English speaking families. The following languages will be covered:

**(Insert the languages your housing authority will assist with)**

### ***1.6 FAMILY/OWNER OUTREACH***

The Atchison Housing Authority will publicize the availability and nature of the Section 8 Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach persons, who cannot or do not read newspapers, the Atchison Housing Authority will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The Atchison Housing Authority will also try to utilize public service announcements.

The Atchison Housing Authority will communicate the status of program availability to other service providers in the community and advise them of housing eligibility factors and guidelines so that they can make proper referral of their clients to the program.

The Atchison Housing Authority will hold briefings for owners who participate in or who are seeking information about the Section 8 Program. The briefings will be conducted in association with the ~~XXXX~~ property owners' association. Owners and managers participating in the Section 8 Program will participate in making this presentation. The briefing is intended to:

- A. Explain how the program works;
- B. Explain how the program benefits owners;
- C. Explain owners' responsibilities under the program. Emphasis is placed on quality screening and ways the Atchison Housing Authority helps owners do better screening; and
- D. Provide an opportunity for owners to ask questions, obtain written materials, and meet Atchison Housing Authority staff.

The Atchison Housing Authority will particularly encourage owners of suitable units located outside of low-income or minority concentration to attend. Targeted mailing lists will be developed and announcements mailed.

## **1.7 RIGHT TO PRIVACY**

All adult members of both applicant and participant households are required to sign HUD Form 9886, *Authorization for Release of Information and Privacy Act Notice*. The *Authorization for Release of Information and Privacy Act Notice* states how family information will be released and includes the *Federal Privacy Act Statement*.

Any request for applicant or participant information will not be released unless there is a signed release of information request from the applicant or participant.

## **1.8 REQUIRED POSTINGS**

The Atchison Housing Authority will post in each of its offices in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. The Section 8 Administrative Plan
- B. Notice of the status of the waiting list (opened or closed)
- C. Address of all Atchison Housing Authority offices, office hours, telephone numbers, TDD numbers, and hours of operation
- D. Income Limits for Admission
- E. Informal Review and Informal Hearing Procedures
- F. Fair Housing Poster
- G. Equal Opportunity in Employment Poster

## **2.0 ATCHISON HOUSING AUTHORITY/OWNER RESPONSIBILITY/ OBLIGATION OF THE FAMILY**

This Section outlines the responsibilities and obligations of the Atchison Housing Authority, the Section 8 Owners/Landlords, and the participating families.

### **2.1 ATCHISON HOUSING AUTHORITY RESPONSIBILITIES**

- A. The Atchison Housing Authority will comply with the consolidated ACC, the application, HUD regulations and other requirements, and the Atchison Housing Authority Section 8 Administrative Plan.
- B. In administering the program, the Atchison Housing Authority must:
  - 1. Publish and disseminate information about the availability and nature of housing assistance under the program;
  - 2. Explain the program to owners and families;

3. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;
4. Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;
5. Affirmatively further fair housing goals and comply with equal opportunity requirements;
6. Make efforts to help disabled persons find satisfactory housing;
7. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide housing information to families selected;
8. Determine who can live in the assisted unit at admission and during the family's participation in the program;
9. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 5;
10. Review the family's request for approval of the tenancy and the owner/landlord lease, including the HUD prescribed tenancy addendum;
11. Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy;
12. Determine the amount of the housing assistance payment for a family;
13. Determine the maximum rent to the owner and whether the rent is reasonable;
14. Make timely housing assistance payments to an owner in accordance with the HAP contract;
15. Examine family income, size and composition at admission and during the family's participation in the program. The examination includes verification of income and other family information;
16. Establish and adjust Atchison Housing Authority utility allowance;

17. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by the Atchison Housing Authority, if the owner defaults (e.g., HQS violation);
18. Determine whether to terminate assistance to a participant family for violation of family obligations;
19. Conduct informal reviews of certain Atchison Housing Authority decisions concerning applicants for participation in the program;
20. Conduct informal hearings on certain Atchison Housing Authority decisions concerning participant families;
21. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and
22. Administer an FSS program **(if applicable)**.

## **2.2 OWNER RESPONSIBILITY**

- A. The owner is responsible for performing all of the owner's obligations under the HAP contract and the lease.
- B. The owner is responsible for:
  1. Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.
  2. Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.
  3. Complying with equal opportunity requirements.
  4. Preparing and furnishing to the Atchison Housing Authority information required under the HAP contract.
  5. Collecting from the family:
    - a. Any security deposit required under the lease.

- b. The tenant contribution (the part of rent to owner not covered by the housing assistance payment.
    - c. Any charges for unit damage by the family.
  - 6. Enforcing tenant obligations under the lease.
  - 7. Paying for utilities and services (unless paid by the family under the lease.)
- C. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities see 24 CFR 100.203.

### **2.3 OBLIGATIONS OF THE PARTICIPANT**

This Section states the obligations of a participant family under the program.

- A. Supplying required information.
  - 1. The family must supply any information that the Atchison Housing Authority or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. Information includes any requested certification, release or other documentation.
  - 2. The family must supply any information requested by the Atchison Housing Authority or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
  - 3. The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.
  - 4. Any information supplied by the family must be true and complete.
- B. HQS breach caused by the Family
 

The family is responsible for any HQS breach caused by the family or its guests.
- C. Allowing Atchison Housing Authority Inspection
 

The family must allow the Atchison Housing Authority to inspect the unit at reasonable times and after at least 2 days notice.



D. Violation of Lease

The family may not commit any serious or repeated violation of the lease.

E. Family Notice of Move or Lease Termination

The family must notify the Atchison Housing Authority and the owner before the family moves out of the unit or terminates the lease by a notice to the owner.

F. Owner Eviction Notice

The family must promptly give the Atchison Housing Authority a copy of any owner eviction notice it receives.

G. Use and Occupancy of the Unit

1. The family must use the assisted unit for a residence by the family. The unit must be the family's only residence.
2. The Atchison Housing Authority must approve the composition of the assisted family residing in the unit. The family must promptly inform the Atchison Housing Authority of the birth, adoption or court-awarded custody of a child. The family must request approval from the Atchison Housing Authority to add any other family member as an occupant of the unit. No other person (i.e., no one but members of the assisted family) may reside in the unit (except for a foster child/foster adult or live-in aide as provided in paragraph (4) of this Section).
3. The family must promptly notify the Atchison Housing Authority if any family member no longer resides in the unit.
4. If the Atchison Housing Authority has given approval, a foster child/foster adult or a live-in aide may reside in the unit. The Atchison Housing Authority has the discretion to adopt reasonable policies concerning residence by a foster child/foster adult or a live-in aide and defining when the Atchison Housing Authority consent may be given or denied.
5. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business uses of the unit must comply with zoning requirements and the affected household member must obtain all appropriate licenses.

6. The family must not sublease or let the unit.
7. The family must not assign the lease or transfer the unit.

H. Absence from the Unit

The family must supply any information or certification requested by the Atchison Housing Authority to verify that the family is living in the unit, or relating to family absence from the unit, including any Atchison Housing Authority requested information or certification on the purposes of family absences. The family must cooperate with the Atchison Housing Authority for this purpose. The family must promptly notify the Atchison Housing Authority of its absence from the unit.

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to 30 days. The family must request permission from the Atchison Housing Authority for absences exceeding 30 days. The Atchison Housing Authority will make a determination within 5 business days of the request. An authorized absence may not exceed 180 days. Any family absent for more than 30 days without authorization will be terminated from the program.

Authorized absences may include, but are not limited to:

1. Prolonged hospitalization
2. Absences beyond the control of the family (i.e., death in the family, other family member illness)
3. Other absences that are deemed necessary by the Atchison Housing Authority

I. Interest in the Unit

The family may not own or have any interest in the unit (except for owners of manufactured housing renting the manufactured home space).

J. Fraud and Other Program Violation

The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the programs.

K. Crime by Family Members

The members of the family may not engage in drug-related criminal activity or other violent criminal activity.

L. Other Housing Assistance

An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) Federal, State or local housing assistance program.

### **3.0 ELIGIBILITY FOR ADMISSION**

#### **3.1 INTRODUCTION**

There are five eligibility requirements for admission to Section 8 -- qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security Numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the Atchison Housing Authority screening criteria in order to be admitted to the Section 8 Program.

#### **3.2 ELIGIBILITY CRITERIA**

A. Family status.

1. A **family with or without children** Such a family is defined as a group of people related by blood, marriage, adoption or affinity that lives together in a stable family relationship.

a. Children temporarily absent from the home due to placement in foster care are considered family members.

b. Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size, but are not considered family members for determining income limit.

2. An **elderly family**, which is:

a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;

- b. Two or more persons who are at least 62 years of age living together; or
  - c. One or more persons who are at least 62 years of age living with one or more live-in aides
- 3. A **near-elderly family**, which is:
  - a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
  - b. Two or more persons who are at least 50 years of age but below the age of 62 living together; or
  - c. One or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.
- 4. A **disabled family**, which is:
  - a. A family whose head, spouse, or sole member is a person with disabilities;
  - b. Two or more persons with disabilities living together; or
  - c. One or more persons with disabilities living with one or more live-in aides.
- 5. A **displaced family** is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
- 6. A **remaining member of a tenant family**.
- 7. A **single person** who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

B. Income eligibility

- 1. To be eligible to receive assistance a family shall, at the time the family initially receives assistance under the Section 8 program shall be a low-income family that is:

- a. A very low-income family;
  - b. A low-income family continuously assisted under the 1937 Housing Act;
  - c. A low-income family that meets additional eligibility criteria specified by the Housing Authority;
  - d. A low-income family that is a nonpurchasing tenant in a HOPE 1 or HOPE 2 project or a property subject to a resident homeownership program under 24 CFR 248.173;
  - e. A low-income family or moderate-income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing.
  - f. A low-income family that qualifies for voucher assistance as a non-purchasing family residing in a HOPE 1 (HOPE for public housing homeownership) or HOPE 2 (HOPE for homeownership of multifamily units) project.
2. Income limits apply only at admission and are not applicable for continued occupancy; however, as income rises the assistance will decrease.
  3. The applicable income limit for issuance of a voucher is the highest income limit for the family size for areas within the housing authority's jurisdiction. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program. The family may only use the voucher to rent a unit in an area where the family is income eligible at admission to the program.
  4. Families who are moving into the Atchison Housing Authority's jurisdiction under portability and have the status of applicant rather than of participant at their initial housing authority, must meet the income limit for the area where they were initially assisted under the program.
  5. Families who are moving into the Atchison Housing Authority's jurisdiction under portability and are already program participants at their initial housing authority do not have to meet the income eligibility requirement for the Atchison Housing Authority program.

6. Income limit restrictions do not apply to families transferring units within the Atchison Housing Authority Section 8 Program.

C. Citizenship/Eligible Immigrant status

To be eligible each member of the family must be a citizen, national, or a noncitizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).

Family eligibility for assistance.

1. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.
2. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 11.5(K) for calculating rents under the noncitizen rule).
3. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

To be eligible, all family members 6 years of age and older must provide a Social Security Number or certify that they do not have one.

E. Signing Consent Forms

1. In order to be eligible each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
2. The consent form must contain, at a minimum, the following:
  - a. A provision authorizing HUD and the Atchison Housing Authority to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;

- b. A provision authorizing HUD or the Atchison Housing Authority to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;
  - c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
  - d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.
- F. Suitability for tenancy. The Atchison Housing Authority determines eligibility for participation and will also conduct criminal background checks on all adult household members, including live-in aides. The Atchison Housing Authority will deny assistance to a family because of drug-related criminal activity or violent criminal activity by family members. This check will be made through state or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. If the individual has lived outside the local area, the Atchison Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC).

The Atchison Housing Authority will check with the State sex offender registration program and will ban for life any individual who is registered as a lifetime sex offender.

Additional screening is the responsibility of the owner. Upon the written request of a prospective owner, the Atchison Housing Authority will provide any factual information or third party written information they have relevant to a voucher holder's history of, or ability to, comply with material standard lease terms or any history of drug trafficking.

## **4.0 MANAGING THE WAITING LIST**

### **4.1 OPENING AND CLOSING THE WAITING LIST**

Opening of the waiting list will be announced via public notice that applications for Section 8 will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation, and also by any available minority media. The public notice will state any limitations to who may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program, and that such applicants will not lose their place on other

waiting lists when they apply for Section 8. The notice will include the Fair Housing logo and slogan and otherwise be in compliance with Fair Housing requirements.

Closing of the waiting list will be announced via public notice. The public notice will state the date the waiting list will be closed. The public notice will be published in a local newspaper of general circulation, and also by any available minority media.

#### **4.2 TAKING APPLICATIONS**

Families wishing to apply for the Section 8 Program will be required to complete an application for housing assistance. Applications will be accepted during regular business hours at:

**(Fill out the address where applications are accepted)**

Applications are taken to compile a waiting list. Due to the demand for Section 8 assistance in the Atchison Housing Authority jurisdiction, the Atchison Housing Authority may take applications on an open enrollment basis, depending on the length of the waiting list.

When the waiting list is open, completed applications will be accepted from all applicants. The Atchison Housing Authority will later verify the information in the applications relevant to the applicant's eligibility, admission, and level of benefit.

Applications may be made in person at the **(Insert the name of the office and address where applications will be accepted)** on **(Insert the days of the week and office times)**. Applications will be mailed to interested families upon request.

The completed application will be dated and time stamped upon its return to the Atchison Housing Authority.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Atchison Housing Authority to make special arrangements to complete their application. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is **(Insert the telephone number)**.

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information including name, address, phone number, family composition and family unit size, racial or ethnic designation of the head of household, income category, and information establishing any preferences to which they may be entitled. This first phase results in the family's placement on the waiting list.



Upon receipt of the families pre-application, the Atchison Housing Authority will make a preliminary determination of eligibility. The Atchison Housing Authority will notify the family in writing of the date and time of placement on the waiting list and the approximate amount of time before housing assistance may be offered. If the Atchison Housing Authority determines the family to be ineligible, the notice will state the reasons therefore and offer the family the opportunity of an informal review of this determination.

An applicant may at any time report changes in their applicant status including changes in family composition, income, or preference factors. The Atchison Housing Authority will annotate the applicant's file and will update their place on the waiting list. Confirmation of the changes will be confirmed with the family in writing.

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. The Atchison Housing Authority will ensure that verification of all preferences, eligibility, suitability selection factors are current in order to determine the family's final eligibility for admission into the Section 8 Program.

#### **4.3 ORGANIZATION OF THE WAITING LIST**

The waiting list will be maintained in accordance with the following guidelines:

- A. The application will be a permanent file;
- B. All applications will be maintained in order of preference and then in order of date and time of application;
- C. Any contact between the Atchison Housing Authority and the applicant will be documented in the applicant file.

Note: The waiting list cannot be maintained by bedroom size under current HUD regulations.

#### **4.4 FAMILIES NEARING THE TOP OF THE WAITING LIST**

When a family appears to be within 2 months of being offered assistance, the family will be invited to an interview and the verification process will begin. It is at this point in time that the family's waiting list preference will be verified. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. The Atchison Housing Authority must notify the family in writing of this determination, and give the family the opportunity for an informal review.

Once the preference has been verified the family will complete a full application, present Social Security Number information, citizenship/eligible immigrant information, and sign the Consent for Release of Information forms.

#### **4.5 MISSED APPOINTMENTS**

All applicants who fail to keep a scheduled appointment in accordance with the paragraph below will be sent a notice of denial.

The Atchison Housing Authority will allow the family to reschedule appointments for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities for good cause. When a good cause exists, the Atchison Housing Authority will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being removed from the waiting list.

#### **4.6 PURGING THE WAITING LIST**

The Atchison Housing Authority will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents interested families. Purging also enables the Housing Authority to update the information regarding address, family composition, income category and preferences.

#### **4.7 REMOVAL OF APPLICANTS FROM THE WAITING LIST**

The Atchison Housing Authority will not remove an applicant's name from the waiting list unless:

- A. The applicant requests that the name be removed;
- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program or misses scheduled appointments; or
- C. The applicant does not meet either the eligibility or screening criteria for the program.

#### **4.8 GROUNDS FOR DENIAL**

The Atchison Housing Authority will deny assistance to applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;

- C. Fail to respond to a written request for information or a request to declare their continued interest in the program;
- D. Fail to complete any aspect of the application or lease-up process;
- E. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property, and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff, or cause damage to the property.
- F. Currently owes rent or other amounts to any housing authority in connection with the public housing or Section 8 Programs.
- G. Have committed fraud, bribery, or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
- H. Have a family member who was evicted from public housing within the last three years;
- I. Have a family member who was evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
- J. Have a family member who is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The Atchison Housing Authority may waive this requirement if:
  - 1. The person demonstrates to the Atchison Housing Authority's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
  - 2. The person has successfully completed a supervised drug or alcohol rehabilitation program;
  - 3. The person has otherwise been rehabilitated successfully; or
  - 4. The person is participating in a supervised drug or alcohol rehabilitation program.

- K. Have engaged in or threatened abusive or violent behavior towards any Atchison Housing staff or residents;
- L. Have a family household member who has been terminated under the Certificate or Voucher Program during the last three years;
- M. Have a family member who has been convicted of manufacturing or producing methamphetamine (speed) (Denied for life);
- N. Have a family member with a lifetime registration under a State sex offender registration program (Denied for life).

#### **4.9 NOTIFICATION OF NEGATIVE ACTIONS**

Any applicant whose name is being removed from the waiting list will be notified by the Atchison Housing Authority, in writing, that they have ten (10) business days, from the date of the written correspondence, to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified. The Atchison Housing Authority's system of removing applicants' names from the waiting list will not violate the rights of persons with disabilities. If an applicant's failure to respond to a request for information or updates was caused by the applicant's disability, the Atchison Housing Authority will provide a reasonable accommodation. If the applicant indicates that they did not respond due to a disability, the Atchison Housing Authority will verify that there is in fact a disability and that the accommodation they are requesting is necessary based on the disability. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

#### **4.10 INFORMAL REVIEW**

If the Atchison Housing Authority determines that an applicant does not meet the criteria for receiving Section 8 assistance, the Atchison Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision, and state that the applicant may request an informal review of the decision within 10 business days of the denial. The Atchison Housing Authority will describe how to obtain the informal review. The informal review process is described in Section 16.2 of this Plan.

### **5.0 SELECTING FAMILIES FROM THE WAITING LIST**

## **5.1 WAITING LIST ADMISSIONS AND SPECIAL ADMISSIONS**

The Housing Authority may admit an applicant for participation in the program either as a special admission or as a waiting list admission.

If HUD awards funding that is targeted for families with specific characteristics or families living in specific units, the Atchison Housing Authority will use the assistance for those families.

## **5.2 PREFERENCES**

The Atchison Housing Authority will select families based on the following preferences.

**(The Housing Authority should adopt a set of preferences based on community needs and make sure the preferences are consistent with the Consolidated Plan and Fair Housing Law.)**

**(Example preferences your Housing Authority might adopt)**

- A. Displaced person(s): Individuals or families displaced by government action or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
- B. Tenants in the Atchison Housing Authority Public Housing Program who are required to move and who cannot be placed in another public housing unit.
- C. Applicants with an adult family member enrolled in a employment training program or currently working (Insert the number of hours) hours a week, or attending school on a full-time basis. This preference is also extended equally to all elderly families and all families whose head or spouse is receiving income based on their inability to work.
- D. All other applicants who do not meet the definitions in the other preference categories.

## **5.3 SELECTION FROM THE WAITING LIST**

Based on the above preferences, all families in preference A will be offered housing before any families in preference B, and preference B families will be offered housing before any families in preference C, and so forth.

The date and time of application will be utilized to determine the sequence within the above-prescribed preferences.

Notwithstanding the above, families who are elderly, disabled, or displaced will be offered housing before other single persons.

Notwithstanding the above, if necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year be families who are extremely low-income, the Atchison Housing Authority retains the right to skip higher income families on the waiting to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, the Housing Authority will monitor incomes of newly admitted families and the income of the families on the waiting list.

If there are not enough extremely low-income families on the waiting list we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

## **6.0 ASSIGNMENT OF BEDROOM SIZES (SUBSIDY STANDARDS)**

The Atchison Housing Authority will issue a voucher for a particular bedroom size – the bedroom size is a factor in determining the family’s level of assistance. The following guidelines will determine each family’s unit size without overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Two adults will share a bedroom unless related by blood.

In determining bedroom size, the Atchison Housing Authority will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school or temporarily in foster-care.

Bedroom size will also be determined using the following guidelines:

- A. Children of the same sex (**will/will not**) share a bedroom.
- B. Children of the opposite sex, both under the age of (**insert an age**) will share a bedroom.
- C. Adults and children will not be required to share a bedroom.
- D. Foster-adults and children will not be required to share a bedroom with family members.
- E. Live-in aides will get a separate bedroom.

The Atchison Housing Authority will grant exceptions to normal occupancy standards when a family requests a larger size than the guidelines allow and documents a medical reason why the larger size is necessary.

The family unit size will be determined by the Atchison Housing Authority in accordance with the above guidelines and will determine the maximum rent subsidy for the family; however, the family may select a unit that may be larger or smaller than the family unit size. If the family selects a smaller unit, the payment standard for the smaller size will be used to calculate the subsidy. If the family selects a larger size, the payment standard for the family unit size will determine the maximum subsidy.

## **6.1 BRIEFING**

When the Atchison Housing Authority selects a family from the waiting list, the family will be invited to attend a briefing explaining how the program works. In order to receive a voucher the family is required to attend the briefing. If they cannot attend the originally scheduled briefing, they may attend a later session. If the family fails to attend two briefings without good cause, they will be denied admission.

If an applicant with a disability requires auxiliary aids to gain full benefit from the briefing, the Housing Authority will furnish such aids where doing so would not result in a fundamental alteration of the nature of the program or in an undue financial or administrative burden. In determining the most suitable auxiliary aid, the Housing Authority will give primary consideration to the requests of the applicant. Families unable to attend a briefing due to a disability may request a reasonable accommodation such as having the briefing presented at an alternate location.

The briefing will cover at least the following subjects:

- A. A description of how the program works;
- B. Family and owner responsibilities;
- C. Where the family may rent a unit, including inside and outside the Housing Authority's jurisdiction;
- D. Types of eligible housing;
- E. For families qualified to lease a unit outside the Housing Authority's jurisdiction under portability, an explanation of how portability works;
- F. An explanation of the advantages of living in an area that does not have a high concentration of poor families; and
- G. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income.

## **6.2 PACKET**

During the briefing, the Housing Authority will give the family a packet covering at least the following subjects:

- A. The term of the voucher and the Housing Authority's policy on extensions and suspensions of the term. The packet will include information on how to request an extension and forms for requesting extensions;
- B. How the Housing Authority determines the housing assistance payment and total tenant payment for the family;
- C. Information on the payment standard, exception payment standard rent areas, and the utility allowance schedule;
- D. How the Housing Authority determines the maximum rent for an assisted unit;
- E. Where the family may lease a unit. For families qualified to lease outside the Housing Authority's jurisdiction, the packet includes an explanation of how portability works;
- F. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease, and a sample contract;



- G. The request for approval of the tenancy form and an explanation of how to request Housing Authority approval of a unit;
- H. A statement of the Housing Authority's policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing the Housing Authority to provide prospective owners with the family's current and prior addresses and the names and addresses of the landlords for those addresses. Upon request, the Housing Authority will also supply any factual information or third party verification relating to the applicant's history as a tenant or their ability to comply with material standard lease terms or any history of drug trafficking, drug-related criminal activity or any violent criminal activity;
- I. The Housing Authority's subsidy standards, including when the Housing Authority will consider granting exceptions to the standards;
- J. The HUD brochure on how to select a unit ("A Good Place to Live");
- K. The HUD-required lead-based paint brochure;
- L. Information on Federal, State, and local equal opportunity laws; the brochure "Fair Housing: It's Your Right;" and a copy of the housing discrimination complaint form;
- M. A list of landlords or other parties known to the Atchison Housing Authority who may be willing to lease a unit to the family or help the family find a unit;
- N. Notice that if the family includes a person with disabilities, the family may request a current list of accessible units known to the Atchison Housing Authority that may be available;
- O. The family's obligations under the program;
- P. The grounds upon which the Housing Authority may terminate assistance because of the family's action or inaction;
- Q. Atchison Housing Authority informal hearing procedures, including when the Housing Authority is required to provide the opportunity for an informal hearing, and information on how to request a hearing; and
- R. The Atchison Housing Authority owner information brochure. This brochure can be given by the applicant to a prospective owner to help explain the program.

### **6.3 ISSUANCE OF VOUCHER; REQUEST FOR APPROVAL OF TENANCY**

Beginning October 1, 1999, the Atchison Housing Authority will issue only vouchers. Treatment of previously issued certificates and vouchers will be dealt with as outlined in Section 21.0 Transition to the New Housing Choice Voucher Program.

Once all family information has been verified, their eligibility determined, their subsidy calculated, and they have attended the family briefing, the Atchison Housing Authority will issue the voucher. At this point the family begins their search for a unit.

When the family finds a unit that the owner is willing to lease under the program, the family and the owner will complete and sign a proposed lease, the HUD required tenancy addendum and the request for approval of the tenancy form. The family will submit the proposed lease and the request form to the Housing Authority during the term of the voucher. The Housing Authority will review the request, the lease, and the HUD required tenancy addendum and make an initial determination of approval of tenancy. The Housing Authority may assist the family in negotiating changes that may be required for the tenancy to be approvable. Once it appears the tenancy may be approvable, the Housing Authority will schedule an appointment to inspect the unit within 15 days after the receipt of inspection request from the family and owner. The 15 day period is suspended during any period the unit is unavailable for inspection. The Housing Authority will promptly notify the owner and the family whether the unit and tenancy are approvable.

During the initial stage of qualifying the unit, the Housing Authority will provide the prospective owner with information regarding the program. Information will include Housing Authority and owner responsibilities for screening and other essential program elements. The Housing Authority will provide the owner with the family's current and prior address as shown in the Housing Authority records along with the name and address (if known) of the landlords for those addresses.

Additional screening is the responsibility of the owner. Upon request by a prospective owner, the Housing Authority will provide any factual information or third party written information they have relevant to a voucher holder's history of, or ability to, comply with standard material lease terms.

### **6.4 TERM OF THE VOUCHER**

The initial term of the voucher will be 60 days and will be stated on the Housing Choice Voucher.

The Housing Authority may grant one or more extensions of the term, but the initial term plus any extensions will never exceed 120 calendar days from the initial date of issuance. To obtain

an extension, the family must make a request in writing prior to the expiration date. A statement of the efforts the family has made to find a unit must accompany the request. A sample extension request form and a form for recording their search efforts will be included in the family's briefing packet. If the family documents their efforts and additional time can reasonably be expected to result in success, the Housing Authority will grant the length of request sought by the family or 60 days, whichever is less.

If the family includes a person with disabilities and the family requires an extension due to the disability, the Housing Authority will grant an extension allowing the family the full 120 days search time. If the Housing Authority determines that additional search time would be a reasonable accommodation, the Housing Authority will request HUD to approve an additional extension.

Upon submittal of a completed request for approval of tenancy form, the Atchison Housing Authority will suspend the term of the voucher. The term will be in suspension until the date the Housing Authority provides notice that the request has been approved or denied. This policy allows families the full term (60 days, or more with extensions) to find a unit, not penalizing them for the period during which the Housing Authority is taking action on their request. A family may submit a second request for approval of tenancy before the Housing Authority finalizes action on the first request. In this case the suspension will last from the date of the first submittal through the Housing Authority's action on the second submittal. No more than two requests will be concurrently considered.

## **6.5 APPROVAL TO LEASE A UNIT**

The Atchison Housing Authority will approve a lease if all of the following conditions are met:

- A. The unit is eligible;
- B. The unit is inspected by the Housing Authority and passes HQS;
- C. The lease is approvable and includes the language of the tenancy addendum;
- D. The rent to owner is reasonable;
- E. The family's share of rent does not exceed 40% of their monthly adjusted income;
- F. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or the Housing Authority; and
- G. The family continues to meet all eligibility and screening criteria.

If tenancy approval is denied, the Housing Authority will advise the owner and the family in writing and advise them also of any actions they could take that would enable the Housing Authority to approve the tenancy.

The lease term may begin only after all of the following conditions are met:

- A. The unit passes the Housing Authority HQS inspection;
- B. The family's share of rent does not exceed 40% of their monthly adjusted income;
- C. The landlord and tenant sign the lease to include the HUD required addendum; and
- D. The Housing Authority approves the leasing of the unit.

The Housing Authority will prepare the contract when the unit is approved for tenancy. Generally, the landlord, simultaneously with the signing of the lease and the HUD required tenancy addendum, will execute the contract. Upon receipt of the executed lease and the signed contract by the landlord, the Housing Authority will execute the contract. The Housing Authority will not pay any housing assistance to the owner until the contract is executed.

In no case will the contract be executed later than 60 days after the beginning of the lease term.

Any contract executed after the 60-day period will be void and the Housing Authority will not pay housing assistance to the owner.

## **6.6 ATCHISON HOUSING AUTHORITY DISAPPROVAL OF OWNER**

The Housing Authority will deny participation by an owner at the direction of HUD. The Housing Authority will also deny the owner's participation for any of the following reasons:

- A. The owner has violated any obligations under a Section 8 Housing Assistance Payments Contract;
- B. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
- C. The owner has engaged in drug-related criminal activity or any violent criminal activity;
- D. The owner has a history or practice of non-compliance with HQS for units leased under Section 8 or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other Federal housing program;

- E. The owner has a history or practice of renting units that fail to meet State or local codes; or
- F. The owner has not paid State or local real estate taxes, fines, or assessments.
- G. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the:
  - 1. premises by tenants, Atchison Housing Authority employees or owner employees; or
  - 2. residences by neighbors;
- H. If the owner is the parent, child, grandparent, grandchild, sister, or brother or any member of the family unless the Atchison Housing Authority determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.
- I. Other conflicts of interest under Federal, State, or local law.

**6.7 INELIGIBLE/ELIGIBLE HOUSING**

The following types of housing cannot be assisted under the Section 8 Tenant-Based Program:

- A. A public housing or Indian housing unit;
- B. A unit receiving project-based assistance under a Section 8 Program;
- C. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;
- D. College or other school dormitories;
- E. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;
- F. A unit occupied by its owner. This restriction does not apply to cooperatives or to assistance on behalf of a manufactured home owner leasing a manufactured home space; and

- G. A unit receiving any duplicative Federal, State, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a tax credit.

The Atchison Housing Authority will not approve a lease for any of the following special housing types, except as a reasonable accommodation for a family with disabilities:

- A. Congregate housing
- B. Group homes
- C. Shared housing
- D. Cooperative housing
- E. Single room occupancy housing

The Atchison Housing Authority will approve leases for the following housing types:

- A. Single family dwellings
- B. Apartments
- C. Manufactured housing
- D. Manufactured home space rentals
- E. House boats

## **6.8 SECURITY DEPOSIT**

The owner may collect a security deposit from the tenant in an amount not in excess of amounts charged in private market practice and not in excess of amounts charged by the owner to unassisted tenants.

When the tenant moves out of the dwelling unit, the owner, subject to State or local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit or for other amounts the tenant owes under the lease.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant.

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

## **7.0 MOVES WITH CONTINUED ASSISTANCE**

Participating families are allowed to move to another unit after the initial 12 months has expired, if the landlord and the participant have mutually agreed to terminate the lease, or if the Housing Authority has terminated the HAP contract. The Atchison Housing Authority will issue the family a new voucher if the family does not owe the Atchison Housing Authority or any other Housing Authority money, has not violated a Family Obligation, has not moved or been issued a certificate or voucher within the last 12 months, and if the Atchison Housing Authority has sufficient funding for continued assistance. If the move is necessitated for a reason other than family choice, the 12-month requirement will be waived.

### **7.1 *WHEN A FAMILY MAY MOVE***

For families already participating in the Certificate and Voucher Program, the Atchison Housing Authority will allow the family to move to a new unit if:

- A. The assisted lease for the old unit has terminated;
- B. The owner has given the tenant a notice to vacate, has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the tenant; or
- C. The tenant has given notice of lease termination (if the tenant has a right to terminate the lease on notice to the owner).

### **7.2 *PROCEDURES REGARDING FAMILY MOVES***

Families considering transferring to a new unit will be scheduled to attend a mover's briefing. All families who are moving, including any families moving into or out of the Atchison Housing Authority's jurisdiction, will be required to attend a mover's briefing prior to the Atchison Housing Authority entering a new HAP contract on their behalf.

This briefing is intended to provide the following:

- A. A refresher on program requirements and the family's responsibilities. Emphasis will be on giving proper notice and meeting all lease requirements such as leaving the unit in good condition;

- B. Information about finding suitable housing and the advantages of moving to an area that does not have a high concentration of poor families;
- C. Payment standards, exception payment standard rent areas, and the utility allowance schedule;
- D. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income;
- E. Portability requirements and opportunities;
- F. The need to have a reexamination conducted within 120 days prior to the move;
- G. An explanation and copies of the forms required to initiate and complete the move; and
- H. All forms and brochures provided to applicants at the initial briefing.

Families are required to give proper written notice of their intent to terminate the lease. In accordance with HUD regulations, no notice requirement may exceed 60 days. During the initial term, families may not end the lease unless they and the owner mutually agree to end the lease. If the family moves from the unit before the initial term of the lease ends without the owner's and the Atchison Housing Authority's approval, it will be considered a serious lease violation and subject the family to termination from the program.

The family is required to give the Atchison Housing Authority a copy of the notice to terminate the lease at the same time as it gives the notice to the landlord. A family's failure to provide a copy of the lease termination notice to the Atchison Housing Authority will be considered a violation of Family Obligations and may cause the family to be terminated from the program.

A family who gives notice to terminate the lease must mail the notice by certified mail or have the landlord or his agent sign a statement stating the date and time received. The family will be required to provide the certified mail receipt and a copy of the lease termination notice to the Atchison Housing Authority, or a copy of the lease termination notice and the signed statement stating the date and time the notice was received. If the landlord or his/her agent does not accept the certified mail receipt, the family will be required to provide the receipt and envelope showing that the attempt was made.

Failure to follow the above procedures may subject the family to termination from the program.



## **8.0 PORTABILITY**

### **8.1 GENERAL POLICIES OF THE ATCHISON HOUSING AUTHORITY**

A family whose head or spouse has a domicile (legal residence) or works in the jurisdiction of the Atchison Housing Authority at the time the family first submits its application for participation in the program to the Atchison Housing Authority may lease a unit anywhere in the jurisdiction of the Atchison Housing Authority or outside the Atchison Housing Authority jurisdiction as long as there is another entity operating a tenant-based Section 8 program covering the location of the proposed unit.

If the head or spouse of the assisted family does not have a legal residence or work in the jurisdiction of the Atchison Housing Authority at the time of its application, the family will not have any right to lease a unit outside of the Atchison Housing Authority jurisdiction for a 12-month period beginning when the family is first admitted to the program. During this period, the family may only lease a unit located in the jurisdiction of the Atchison Housing Authority.

Families participating in the Voucher Program will not be allowed to move more than once in any 12-month period and under no circumstances will the Atchison Housing Authority allow a participant to improperly break a lease. Under extraordinary circumstances the Atchison Housing Authority may consider allowing more than one move in a 12-month period.

Families may only move to a jurisdiction where a Section 8 Program is being administered.

If a family has moved out of their assisted unit in violation of the lease, the Atchison Housing Authority will not issue a voucher, and will terminate assistance in compliance with Section 17.0, Grounds for Termination of the Lease and Contract.

### **8.2 INCOME ELIGIBILITY**

#### **A. Admission**

A family must be income-eligible in the area where the family first leases a unit with assistance in the Voucher Program.

#### **B. If a portable family is already a participant in the Initial Housing Authority's Voucher Program, income eligibility is not re-determined.**

### **8.3 PORTABILITY: ADMINISTRATION BY RECEIVING HOUSING AUTHORITY**

#### **A. When a family utilizes portability to move to an area outside the Initial Housing Authority jurisdiction, another Housing Authority (the Receiving Housing Authority) must**

administer assistance for the family if that Housing Authority has a tenant-based program covering the area where the unit is located.

- B. A Housing Authority with jurisdiction in the area where the family wants to lease a unit must issue the family a voucher. If there is more than one such housing authority, the Initial Housing Authority may choose which housing authority shall become the Receiving Housing Authority.

#### **8.4 PORTABILITY PROCEDURES**

- A. When the Atchison Housing Authority is the Initial Housing Authority:

1. The Atchison Housing Authority will brief the family on the process that must take place to exercise portability. The family will be required to attend an applicant or mover's briefing.
2. The Atchison Housing Authority will determine whether the family is income-eligible in the area where the family wants to lease a unit (if applicable).
3. The Atchison Housing Authority will advise the family how to contact and request assistance from the Receiving Housing Authority.
4. The Atchison Housing Authority will, within ten (10) calendar days, notify the Receiving Housing Authority to expect the family.
5. The Atchison Housing Authority will immediately mail to the Receiving Housing Authority the most recent HUD Form 50058 (Family Report) for the family, and related verification information.

- B. When the Atchison Housing Authority is the Receiving Housing Authority:

1. When the portable family requests assistance from the Atchison Housing Authority, the Atchison Housing Authority will within ten (10) calendar days inform the Initial Housing Authority whether it will bill the Initial Housing Authority for assistance on behalf of the portable family, or absorb the family into its own program. When the Atchison Housing Authority receives a portable family, the family will be absorbed if funds are available and a voucher will be issued.
2. The Atchison Housing Authority will issue a voucher to the family. The term of the Atchison Housing Authority's voucher will not expire before the expiration date of any Initial Housing Authority's voucher. The Atchison Housing Authority

will determine whether to extend the voucher term. The family must submit a request for tenancy approval to the Atchison Housing Authority during the term of the Atchison Housing Authority's voucher.

3. The Atchison Housing Authority will determine the family unit size for the portable family. The family unit size is determined in accordance with the Atchison Housing Authority's subsidy standards.
4. The Atchison Housing Authority will within ten (10) calendar days notify the Initial Housing Authority if the family has leased an eligible unit under the program, or if the family fails to submit a request for tenancy approval for an eligible unit within the term of the voucher.
5. If the Atchison Housing Authority opts to conduct a new reexamination, the Atchison Housing Authority will not delay issuing the family a voucher or otherwise delay approval of a unit unless the re-certification is necessary to determine income eligibility.
6. In order to provide tenant-based assistance for portable families, the Atchison Housing Authority will perform all Housing Authority program functions, such as reexaminations of family income and composition. At any time, either the Initial Housing Authority or the Atchison Housing Authority may make a determination to deny or terminate assistance to the family in accordance with 24 CFR 982.552.

C. Absorption by the Atchison Housing Authority

1. If funding is available under the consolidated ACC for the Atchison Housing Authority's Voucher Program when the portable family is received, the Atchison Housing Authority will absorb the family into its Voucher Program. After absorption, the family is assisted with funds available under the consolidated ACC for the Atchison Housing Authority's Tenant-Based Program.

D. Portability Billing

1. To cover assistance for a portable family, the Receiving Housing Authority may bill the Initial Housing Authority for housing assistance payments and administrative fees. The billing procedure will be as follows:
  - a. As the Initial Housing Authority, the Atchison Housing Authority will promptly reimburse the Receiving Housing Authority for the full amount of the housing assistance payments made by the Receiving Housing

Authority for the portable family. The amount of the housing assistance payment for a portable family in the Receiving Housing Authority's program is determined in the same manner as for other families in the Receiving Housing Authority's program.

- b. The Initial Housing Authority will promptly reimburse the Receiving Housing Authority for 80% of the Initial Housing Authority's on-going administrative fee for each unit month that the family receives assistance under the tenant-based programs and is assisted by the Receiving Housing Authority. If both Housing Authorities agree, we may negotiate a different amount of reimbursement.

E. When a Portable Family Moves

When a portable family moves out of the tenant-based program of a Receiving Housing Authority that has not absorbed the family, the Housing Authority in the new jurisdiction to which the family moves becomes the Receiving Housing Authority, and the first Receiving Housing Authority is no longer required to provide assistance for the family.

## **9.0 DETERMINATION OF FAMILY INCOME**

### **9.1 INCOME, EXCLUSIONS FROM INCOME, DEDUCTIONS FROM INCOME**

To determine annual income, the Atchison Housing Authority counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the Atchison Housing Authority subtracts out all allowable deductions (allowances) as the next step in determining the Total Tenant Payment.

### **9.2 INCOME**

A. Annual income means all amounts, monetary or not, that:

1. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
3. Are not specifically excluded from annual income.

B. Annual income includes, but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes 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.
4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
6. Welfare assistance.

- a. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
    - i. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
    - ii. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.
  - b. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.
  - c. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted.
- 7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
  - 8. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

### **9.3 EXCLUSIONS FROM INCOME**

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;

- B. 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);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
- D. Amounts received by the family that is specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
  - 1. Amounts received under training programs funded by HUD;
  - 2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  - 3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
  - 4. 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 Housing Authority 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, and resident initiative coordination. No resident may receive more than one such stipend during the same period of time;
  - 5. 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;

6. Temporary, nonrecurring, or sporadic income (including gifts);
7. 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;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
11. 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;
12. 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
13. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits.

These exclusions include:

- a. The value of the allotment of food stamps
- b. Payments to volunteers under the Domestic Volunteer Services Act of 1973
- c. Payments received under the Alaska Native Claims Settlement Act



- d. Income from submarginal land of the U.S. that is held in trust for certain Indian tribes
- e. Payments made under HHS's Low-Income Energy Assistance Program
- f. Payments received under the Job Training Partnership Act
- g. Income from the disposition of funds of the Grand River Band of Ottawa Indians
- h. The first \$2000 per capita received from judgment funds awarded for certain Indian claims
- i. Amount of scholarships awarded under Title IV including Work-Study
- j. Payments received under the Older Americans Act of 1965
- k. Payments from Agent Orange Settlement
- l. Payments received under the Maine Indian Claims Act
- m. The value of child care under the Child Care and Development Block Grant Act of 1990
- n. Earned income tax credit refund payments
- o. Payments for living expenses under the AmeriCorps Program

#### **9.4 DEDUCTIONS FROM ANNUAL INCOME**

The following deductions will be made from annual income:

- A. \$480 for each dependent
- B. \$400 for any elderly family or disabled family
- C. For any family that is not an elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability, disability assistance expenses in excess of 3% of annual income. This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities.

- D. For any elderly or disabled family:
1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income;
  2. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;
  3. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that is equal to the total of these expenses less 3% of annual income.
- E. Child care expenses.

## **10.0 VERIFICATION**

The Atchison Housing Authority will verify information related to waiting list preferences, eligibility, admission and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations, full time student status of family members 18 years of age and older, Social Security Numbers, citizenship/eligible noncitizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

### **10.1 ACCEPTABLE METHODS OF VERIFICATION**

Age, relationship, U.S. citizenship, and Social Security Numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or for citizenship documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by third party verification. This type of verification includes written documentation (with forms sent directly to and received directly from a source, not passed through the hands of the family). This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the Atchison Housing Authority or automatically by another government agency, i.e. the Social Security Administration. Verification forms and reports received will be contained in the

applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e. name date of contact, amount received, etc.

When third party verification cannot be obtained, the Atchison Housing Authority will accept documentation received from the applicant/participant. Hand-carried documentation will be accepted if the Atchison Housing Authority has been unable to obtain third party verification in a four week period of time. Photocopies of the documents provided by the family will be maintained in the file.

When neither third party verification nor hand-carried verification can be obtained, the Atchison Housing Authority will accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the file.

## 10.2 TYPES OF VERIFICATION

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, the Atchison Housing Authority will send a request form to the source along with a release form signed by the applicant/participant via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
<b>General Eligibility Items</b>		
Social Security Number	Letter from Social Security, electronic reports	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of	N/A

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
	condition	
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDs, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
<b>Income</b>		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Periodic payments (i.e., social security, welfare, pensions, workers' comp, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating <ul style="list-style-type: none"> <li>- whether enrolled</li> <li>- whether training is HUD-funded</li> <li>- whether State or local program</li> <li>- whether it is employment training</li> <li>- whether payments are for out-of-pocket expenses incurred in order to participate in a program</li> </ul>	N/A

### **10.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS**

The citizenship/ eligible noncitizen status of each family member regardless of age must be determined.

Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury. (They will be required to show proof of their status by such means as birth certificate, military ID or military DD 214 Form.)

Prior to being admitted or at the first reexamination, all eligible noncitizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

Prior to being admitted or at the first reexamination, all eligible noncitizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The Atchison Housing Authority will make a copy of the individual's INS documentation and place the copy in the file. The Atchison Housing Authority also will verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the Atchison Housing Authority will mail information to the INS so a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals or eligible noncitizens, or whose status cannot be confirmed, must be listed on a statement of non-eligible members and the list must be signed by the head of the household.

Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to the Section 8 Program.

Any family member who does not choose to declare their status must be listed on the statement of non-eligible members.

If no family member is determined to be eligible under this Section, the family's admission will be denied.

The family's assistance will not be denied, delayed, reduced or terminated because of a delay in the process of determining eligible status under this Section, except to the extent that the delay is caused by the family.

If the Atchison Housing Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.

#### ***10.4 VERIFICATION OF SOCIAL SECURITY NUMBERS***

Prior to admission, each family member who has a Social Security Number and who is at least six years of age must provide verification of his or her Social Security Number. New family members at least six years of age must provide this verification prior to being added to the lease.

Children in assisted households must provide this verification at the first regular reexamination after turning six.

The best verification of the Social Security Number is the original Social Security card. If the card is not available, the Atchison Housing Authority will accept letters from Social Security that establish and state the number. Documentation from other governmental agencies will also be accepted that establish and state the number. Driver's license, military ID, passports, or other official documents that establish and state the number are also acceptable.

If an individual states that they do not have a Social Security Number they will be required to sign a statement to this effect. The Atchison Housing Authority will not require any individual who does not have a Social Security Number to obtain a Social Security Number.

If a member of an applicant family indicates they have a Social Security Number, but cannot readily verify it, the family cannot be assisted until verification is provided.

If a member of a tenant family indicates they have a Social Security Number, but cannot readily verify it, they shall be asked to certify to this fact and shall up to 60 days to provide the verification. If the individual is at least 62 years of age, they will be given 120 days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated.

#### ***10.5 TIMING OF VERIFICATION***

Verification must be dated within 90 days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, the Housing Authority will verify and update only those elements reported to have changed.

#### ***10.6 FREQUENCY OF OBTAINING VERIFICATION***

For each family member, citizenship/eligible noncitizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their status will be verified.

For each family member age 6 and above, verification of Social Security Number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security Number at admission receives a Social Security

Number, that number will be verified at the next regular reexamination. Likewise, when a child turns six, their verification will be obtained at the next regular reexamination.

## **11.0 RENT AND HOUSING ASSISTANCE PAYMENT**

### **11.1 GENERAL**

After October 1, 1999, the Atchison Housing Authority will issue only vouchers to applicants, movers, and families entering the jurisdiction through portability. Certificates currently held will continue to be honored until the transition of the merger of the Section 8 Certificate and Voucher programs as outlined in 24 CFR 982.502 is complete (see Section 21.0 for additional guidance).

### **11.2 RENT REASONABLENESS**

The Housing Authority will not approve an initial rent or a rent increase in any of the tenant-based programs without determining that the rent amount is reasonable. Reasonableness is determined prior to the initial lease and at the following times:

- A. Before any increase in rent to owner is approved;
- B. If 60 days before the contract anniversary date there is a 5% decrease in the published FMR as compared to the previous FMR; and
- C. If the Housing Authority or HUD directs that reasonableness be re-determined.

### **11.3 COMPARABILITY**

In making a rent reasonableness determination, the Housing Authority will compare the rent for the unit to the rent of comparable units in the same or comparable neighborhoods. The Housing Authority will consider the location, quality, size, number of bedrooms, age, amenities, housing services, maintenance and utilities of the unit and the comparable units.

The Housing Authority will maintain current survey information on rental units in the jurisdiction. The Housing Authority will also obtain from landlord associations and management firms the value of the array of amenities.

The Housing Authority will establish minimum base rent amounts for each unit type and bedroom size. To the base the Housing Authority will be able to add or subtract the dollar value for each characteristic and amenity of a proposed unit.



Owners are invited to submit information to the survey at any time. Owners may review the determination made on their unit and may submit additional information or make improvements to the unit that will enable the Housing Authority to establish a higher value.

The owner must certify the rents charged for other units. By accepting the housing assistance payment each month the owner is certifying that the rent to owner is not more than the rent charged by the owner for comparable unassisted units in the premises.

#### **11.4 MAXIMUM SUBSIDY**

The Fair Market Rent (FMR) published by HUD or the exception payment standard rent (requested by the Atchison Housing Authority and approved by HUD) determines the maximum subsidy for a family.

For a regular tenancy under the Certificate Program, the FMR/exception rent limit is the maximum initial gross rent under the assisted lease. This only applies until the transition of the merger of the Section 8 Certificate and Voucher programs as outlined in 24 CFR 982.502 is complete.

For the Voucher Program, the maximum payment standard will be 110% of the FMR without prior approval from HUD, or the exception payment standard approved by HUD.

For a voucher tenancy in an insured or noninsured 236 project, a 515 project of the Rural Development Administration, or a Section 221(d)(3) below market interest rate project the payment standard may not exceed the basic rent charged including the cost of tenant-paid utilities.

For manufactured home space rental, the maximum subsidy under any form of assistance is the Fair Market Rent for the space as outlined in 24 CFR 982.888.

##### **11.4.1 Setting the Payment Standard**

HUD requires that the payment standard be set by the Housing Authority at between 90 and 110% of the FMR. The Atchison Housing Authority will review its determination of the payment standard annually after publication of the FMRs. The Atchison Housing Authority will consider vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of voucher holders in finding units, and the percentage of annual income families are paying for rent under the Voucher Program. If it is determined that success rates will suffer or that families are having to rent low quality units or pay over 40% of income for rent, the payment standard may be raised to the level judged necessary to alleviate these hardships.

The Atchison Housing Authority may establish a higher payment standard (although still within 110% of the published fair market rent) as a reasonable accommodation for a family that includes people with disabilities.

Payment standards will not be raised solely to allow the renting of luxury quality units.

If success levels are projected to be extremely high and rents are projected to be at or below 30% of income, the Housing Authority will reduce the payment standard. Payment standards for each bedroom size are evaluated separately so that the payment standard for one bedroom size may increase or decrease while another remains unchanged. The Atchison Housing Authority may consider adjusting payment standards at times other than the annual review when circumstances warrant.

Before increasing any payment standard, the Housing Authority will conduct a financial feasibility test to ensure that in using the higher standard, adequate funds will continue to be available to assist families in the program.

#### **11.4.2 Selecting the Correct Payment Standard for a Family**

- A. For the voucher tenancy, the payment standard for a family is the lower of:
  - 1. The payment standard for the family unit size; or
  - 2. The payment standard for the unit size rented by the family.
- B. If the unit rented by a family is located in an exception rent area, the Housing Authority will use the appropriate payment standard for the exception rent area.
- C. During the HAP contract term for a unit, the amount of the payment standard for a family is the higher of:
  - 1. The initial payment standard (at the beginning of the lease term) minus any amount by which the initial rent to owner exceeds the current rent to owner; or
  - 2. The payment standard as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.
- D. At the next annual reexamination following a change in family size or composition during the HAP contract term and for any reexamination thereafter, paragraph C above does not apply.

- E. If there is a change in family unit size resulting from a change in family size or composition, the new family unit size will be considered when determining the payment standard at the next annual reexamination.

### **11.4.3 Area Exception Rents**

In order to help families find housing outside areas of high poverty or when voucher holders are having trouble finding housing for lease under the program, the Housing Authority may request that HUD approve an exception payment standard rent for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. The Housing Authority may request one such exception payment standard area or many. Exception payment standard rent authority may be requested for all or some unit sizes, or for all or some unit types.

When an exception payment standard rent has been approved and the FMR increases, the exception rent remains unchanged until such time as the Housing Authority requests and HUD approves a higher exception payment standard rent. If the FMR decreases, the exception payment standard rent authority automatically expires.

## ***11.5 ASSISTANCE AND RENT FORMULAS***

- A. Total Tenant Payment

The total tenant payment is equal to the highest of:

1. 10% of monthly income
2. 30% of adjusted monthly income
3. Minimum rent
4. The welfare rent

Plus any rent above the payment standard.

- B. Minimum Rent.

The Atchison Housing Authority has set the minimum rent as \$ **XXX**. However, if the family requests a hardship exemption, the Atchison Housing Authority will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until the Housing Authority can determine whether hardship exists and whether the hardship is of a temporary or long-term nature. During

suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

1. A hardship exists in the following circumstances:
  - a. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program;
  - b. When the family would be evicted as a result of the imposition of the minimum rent requirement;
  - c. When the income of the family has decreased because of changed circumstances, including loss of employment;
  - d. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
  - e. When a death has occurred in the family.
2. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent to the Housing Authority for the time of suspension.
3. Temporary hardship. If the Housing Authority determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a reasonable repayment agreement for any minimum rent back payment paid by the Housing Authority on the family's behalf during the period of suspension.
4. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
5. Appeals. The family may use the informal hearing procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedures.

C. Section 8 Merged Vouchers

1. The payment standard is set by the Housing Authority between 90% and 110% of the FMR or higher or lower with HUD approval.
2. The participant pays the greater of the Total Tenant Payment or the minimum rent, plus the amount by which the gross rent exceeds the payment standard.
3. No participant when initially receiving tenant-based assistance on a unit shall pay more than 40% of their monthly-adjusted income.

D. Section 8 Preservation Vouchers

1. Payment Standard

- a. The payment standard is the lower of:
  - i. The payment standard amount for the appropriate family unit size; or
  - ii. The payment standard amount for the size of the dwelling unit actually rented by the family.
- b. If the dwelling unit is located in an exception area, the Atchison Housing Authority will use the appropriate payment standard for the exception area.
- c. During the HAP contract term, the payment standard for the family is the higher of :
  - i. The initial payment standard (at the beginning of the HAP contract term), as determined in accordance with paragraph (1)(a) or (1)(b) of this section, minus any amount by which the initial rent to the owner exceeds the current rent to the owner; or
  - ii. The payment standard as determined in accordance with paragraph (1)(a) or (1)(b) of this section, as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.
- d. At the next regular reexamination following a change in family composition that causes a change in family unit size

during the HAP contract term, and for any examination thereafter during the term:

i. Paragraph (c)(i) of this section does not apply; and

ii. The new family unit size must be used to determine the payment standard.

2. The Atchison Housing Authority will pay a monthly housing assistance payment on behalf of the family that equals the lesser of:

a. The payment standard minus the total tenant payment; or

b. The gross rent minus the total tenant payment.

E. Manufactured Home Space Rental: Section 8 Vouchers

1. The payment standard for a participant renting a manufactured home space is the published FMR for rental of a manufactured home space.

2. The space rent is the sum of the following as determined by the Housing Authority:

a. Rent to the owner for the manufactured home space;

b. Owner maintenance and management charges for the space; and

c. Utility allowance for tenant paid utilities.

3. The participant pays the rent to owner less the HAP.

4. HAP equals the lesser of:

a. The payment standard minus the total tenant payment; or

b. The rent paid for rental of the real property on which the manufactured home owned by the family is located.

F. Rent for Families under the Noncitizen Rule

A mixed family will receive full continuation of assistance if all of the following conditions are met:

1. The family was receiving assistance on June 19, 1995;
2. The family was granted continuation of assistance before November 29, 1996;
3. The family's head or spouse has eligible immigration status; and
4. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three years. If granted after that date, the maximum period of time for assistance under the provision is 18 months. The Atchison Housing Authority will grant each family a period of 6 months to find suitable affordable housing. If the family cannot find suitable affordable housing, the Atchison Housing Authority will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

The family's assistance is prorated in the following manner:

1. Find the prorated housing assistance payment (HAP) by dividing the HAP by the total number of family members, and then multiplying the result by the number of eligible family members.
2. Obtain the prorated family share by subtracting the prorated HAP from the gross rent (contract rent plus utility allowance).
3. The prorated tenant rent equals the prorated family share minus the full utility allowance.

## **11.6 UTILITY ALLOWANCE**

The Housing Authority maintains a utility allowance schedule for all tenant-paid utilities (except telephone), for cost of tenant-supplied refrigerators and ranges, and for other tenant-paid housing services (e.g., trash collection (disposal of waste and refuse)).

The utility allowance schedule is determined 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. In developing the schedule, the Housing Authority uses normal patterns of consumption for the community as a whole and current utility rates.

The Housing Authority reviews the utility allowance schedule annually and revises any allowance for a utility category if there has been a change of 10% or more in the utility rate since the last time the utility allowance schedule was revised. The Housing Authority maintains information supporting the annual review of utility allowances and any revisions made in its utility allowance schedule. Participants may review this information at any time by making an appointment with the **XXXX** Department.

The Housing Authority uses the appropriate utility allowance for the size of dwelling unit actually leased by the family (rather than the family unit size as determined under the Housing Authority subsidy standards).

At each reexamination, the Housing Authority applies the utility allowance from the most current utility allowance schedule.

The Housing Authority will approve a request for a utility allowance that is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability.

The utility allowance will be subtracted from the family's share to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the owner. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belong to the tenant.

## **11.7 DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT**

The Housing Authority pays the owner the lesser of the housing assistance payment or the rent to owner. If payments are not made when due, the owner may charge the Atchison Housing



Authority a late payment, agreed to in the Contract and in accordance with generally accepted practices in the Atchison jurisdiction.

### **11.8 CHANGE OF OWNERSHIP**

The Atchison Housing Authority requires a written request by the owner who executed the HAP contract in order to make changes regarding who is to receive the Atchison Housing Authority's rent payment or the address as to where the rent payment should be sent.

In addition, the Atchison Housing Authority requires a written request from the new owner to process a change of ownership. The following documents must accompany the written request:

- A. Deed of Trust showing the transfer of title; and
- B. Tax Identification Number or Social Security Number.

New owners will be required to execute IRS form W-9. The Atchison Housing Authority may withhold the rent payment until the taxpayer identification number is received.

## **12.0 INSPECTION POLICIES, HOUSING QUALITY STANDARDS, AND DAMAGE CLAIMS**

The Atchison Housing Authority will inspect all units to ensure that they meet Housing Quality Standards (HQS). No unit will be initially placed on the Section 8 Existing Program unless the HQS is met. Units will be inspected at least annually, and at other times as needed, to determine if the units meet HQS.

The Atchison Housing Authority must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family and owner will be notified of the inspection appointment by first class mail. If the family can not be at home for the scheduled inspection appointment, the family must call and reschedule the inspection or make arrangements to enable the Housing Authority to enter the unit and complete the inspection.

If the family misses the scheduled inspection and fails to reschedule the inspection, the Atchison Housing Authority will only schedule one more inspection. If the family misses two inspections, the Atchison Housing Authority will consider the family to have violated a Family Obligation and their assistance will be terminated.

### **12.1 TYPES OF INSPECTIONS**

There are seven types of inspections the Atchison Housing Authority will perform:

- A. Initial Inspection - An inspection that must take place to insure that the unit passes HQS before assistance can begin.
- B. Annual Inspection - An inspection to determine that the unit continues to meet HQS.
- C. Complaint Inspection - An inspection caused by the Authority receiving a complaint on the unit by anyone.
- D. Special Inspection - An inspection caused by a third party, i.e. HUD, needing to view the unit.
- E. Emergency - An inspection that takes place in the event of a perceived emergency. These will take precedence over all other inspections.
- F. Move Out Inspection (if applicable) - An inspection required for units in service before October 2, 1995, and optional after that date. These inspections document the condition of the unit at the time of the move-out.
- G. Quality Control Inspection - Supervisory inspections on at least 5% of the total number of units that were under lease during the Housing Authority's previous fiscal year.

## ***12.2 OWNER AND FAMILY RESPONSIBILITY***

- A. Owner Responsibility for HQS
  - 1. The owner must maintain the unit in accordance with HQS.
  - 2. If the owner fails to maintain the dwelling unit in accordance with HQS, the Atchison Housing Authority will take prompt and vigorous action to enforce the owner obligations. The Atchison Housing Authority's remedies for such breach of the HQS include termination, suspension or reduction of housing assistance payments and termination of the HAP contract.
  - 3. The Atchison Housing Authority will not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the Atchison Housing Authority and the Atchison Housing Authority verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects the owner must correct the defect within no more than 30 calendar days (or any Atchison Housing Authority approved extension).

4. The owner is not responsible for a breach of the HQS that is not caused by the owner, and for which the family is responsible. Furthermore, the Atchison Housing Authority may terminate assistance to a family because of the HQS breach caused by the family.

**B. Family Responsibility for HQS**

1. The family is responsible for a breach of the HQS that is caused by any of the following:
  - a. The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant;
  - b. The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or
  - c. Any member of the household or a guest damages the dwelling unit or premises (damage beyond ordinary wear and tear).
2. If an HQS breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. For other family-caused defects, the family must correct the defect within no more than 30 calendar days (or any Atchison Housing Authority approved extension).
3. If the family has caused a breach of the HQS, the Atchison Housing Authority will take prompt and vigorous action to enforce the family obligations. The Atchison Housing Authority may terminate assistance for the family in accordance with 24 CFR 982.552.

**12.3 HOUSING QUALITY STANDARDS (HQS) 24 CFR 982.401**

This Section states performance and acceptability criteria for these key aspects of the following housing quality standards:

**A. Sanitary Facilities**

**1. Performance Requirements**

The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.

2. Acceptability Criteria

- a. The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.
- b. The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.
- c. The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.
- d. The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).

B. Food Preparation and Refuse Disposal

1. Performance Requirements

- a. The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.
- b. There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

2. Acceptability Criteria

- a. The dwelling unit must have an oven, a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. Either the owner or the family may supply the equipment. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.
- b. The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.

- c. The dwelling unit must have space for the storage, preparation, and serving of food.
- d. There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

C. Space and security

1. Performance Requirement

The dwelling unit must provide adequate space and security for the family.

2. Acceptability Criteria

- a. At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.
- b. The dwelling unit must have at least one bedroom or living/ sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.
- c. Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.
- d. The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

D. Thermal Environment

1. Performance Requirement

The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.

2. Acceptability Criteria

- a. There must be a safe system for heating the dwelling unit (and a safe cooling system, where present). The system must be in proper operating condition. The system must be able to provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.
- b. The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.

E. Illumination and Electricity

1. Performance Requirement

Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.

2. Acceptability Criteria

- a. There must be at least one window in the living room and in each sleeping room.
- b. The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.
- c. The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

F. Structure and Materials

1. Performance Requirement

The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.

2. Acceptability Criteria

- a. Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.
- b. The roof must be structurally sound and weather tight.
- c. The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.
- d. The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable.
- e. Elevators must be working and safe.

G. Interior Air Quality

1. Performance Requirement

The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.

2. Acceptability Criteria

- a. The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.
- b. There must be adequate air circulation in the dwelling unit.
- c. Bathroom areas must have one window that can be opened or other adequate exhaust ventilation.
- d. Any room used for sleeping must have at least one window. If the window is designed to be opened, the window must work.

H. Water Supply

1. Performance Requirements

The water supply must be free from contamination.

2. Acceptability Criteria

The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.

I. Lead-based Paint

1. Definitions

- a. Chewable surface: Protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age; for example, protruding corners, window sills and frames, doors and frames, and other protruding woodwork.
- b. Component: An element of a residential structure identified by type and location, such as a bedroom wall, an exterior window sill, a baseboard in a living room, a kitchen floor, an interior window sill in a bathroom, a porch floor, stair treads in a common stairwell, or an exterior wall.
- c. Defective paint surface: A surface on which the paint is cracking, scaling, chipping, peeling, or loose.
- d. Elevated blood level (EBL): Excessive absorption of lead. Excessive absorption is a confirmed concentration of lead in whole blood of 20 ug/dl (micrograms of lead per deciliter) for a single test or of 15-19 ug/dl in two consecutive tests 3-4 months apart.
- e. HEPA: A high efficiency particle accumulator as used in lead abatement vacuum cleaners.
- f. Lead-based paint: A paint surface, whether or not defective, identified as having a lead content greater than or equal to 1 milligram per centimeter squared ( $\text{mg}/\text{cm}^2$ ), or 0.5 % by weight or 5000 parts per million (PPM).

2. Performance Requirements

- a. The purpose of this paragraph of this Section is to implement Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4822, by establishing procedures to eliminate as far as practicable the



hazards of lead-based paint poisoning for units assisted under this part. This paragraph is issued under 24 CFR 35.24(b)(4) and supersedes, for all housing to which it applies, the requirements of subpart C of 24 CFR part 35.

- b. The requirements of this paragraph of this Section do not apply to 0-bedroom units, units that are certified by a qualified inspector to be free of lead-based paint, or units designated exclusively for the elderly. The requirements of subpart A of 24 CFR part 35 apply to all units constructed prior to 1978 covered by a HAP contract under part 982.
- c. If a dwelling unit constructed before 1978 is occupied by a family that includes a child under the age of six years, the initial and each periodic inspection (as required under this part), must include a visual inspection for defective paint surfaces. If defective paint surfaces are found, such surfaces must be treated in accordance with paragraph k of this Section.
- d. The Housing Authority may exempt from such treatment defective paint surfaces that are found in a report by a qualified lead-based paint inspector not to be lead-based paint, as defined in paragraph 1(f) of this Section. For purposes of this Section, a qualified lead-based paint inspector is a State or local health or housing agency, a lead-based paint inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD.
- e. Treatment of defective paint surfaces required under this Section must be completed within 30 calendar days of Housing Authority notification to the owner. When weather conditions prevent treatment of the defective paint conditions on exterior surfaces within the 30-day period, treatment as required by paragraph k of this Section may be delayed for a reasonable time.
- f. The requirements in this paragraph apply to:
  - i. All painted interior surfaces within the unit (including ceilings but excluding furniture);
  - ii. The entrance and hallway providing access to a unit in a multi-unit building; and

- iii. Exterior surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).
- g. In addition to the requirements of paragraph c of this Section, for a dwelling unit constructed before 1978 that is occupied by a family with a child under the age of six years with an identified EBL condition, the initial and each periodic inspection (as required under this part) must include a test for lead-based paint on chewable surfaces. Testing is not required if previous testing of chewable surfaces is negative for lead-based paint or if the chewable surfaces have already been treated.
- h. Testing must be conducted by a State or local health or housing agency, an inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD. Lead content must be tested by using an X-ray fluorescence analyzer (XRF) or by laboratory analysis of paint samples. Where lead-based paint on chewable surfaces is identified, treatment of the paint surface in accordance with paragraph k of this Section is required, and treatment shall be completed within the time limits in paragraph c of this Section.
- i. The requirements in paragraph g of this Section apply to all protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age:
  - i. Within the unit;
  - ii. The entrance and hallway providing access to a unit in a multi-unit building; and
  - iii. Exterior surfaces (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).
- j. In lieu of the procedures set forth in paragraph g of this Section, the housing authority may, at its discretion, waive the testing requirement and require the owner to treat all interior and exterior chewable surfaces in accordance with the methods set out in paragraph k of this Section.

- k. Treatment of defective paint surfaces and chewable surfaces must consist of covering or removal of the paint in accordance with the following requirements:
- i. A defective paint surface shall be treated if the total area of defective paint on a component is:
    - (1) More than 10 square feet on an exterior wall;
    - (2) More than 2 square feet on an interior or exterior component with a large surface area, excluding exterior walls and including, but not limited to, ceilings, floors, doors, and interior walls;
    - (3) More than 10% of the total surface area on an interior or exterior component with a small surface area, including, but not limited to, windowsills, baseboards and trim.
  - ii. Acceptable methods of treatment are the following: removal by wet scraping, wet sanding, chemical stripping on or off site, replacing painted components, scraping with infra-red or coil type heat gun with temperatures below 1100 degrees, HEPA vacuum sanding, HEPA vacuum needle gun, contained hydroblasting or high pressure wash with HEPA vacuum, and abrasive sandblasting with HEPA vacuum. Surfaces must be covered with durable materials with joint edges sealed and caulked as needed to prevent the escape of lead contaminated dust.
  - iii. Prohibited methods of removal are the following: open flame burning or torching, machine sanding or grinding without a HEPA exhaust, uncontained hydroblasting or high pressure wash, and dry scraping except around electrical outlets or except when treating defective paint spots no more than two square feet in any one interior room or space (hallway, pantry, etc.) or totaling no more than twenty square feet on exterior surfaces.
  - iv. During exterior treatment soil and playground equipment must be protected from contamination.

- v. All treatment procedures must be concluded with a thorough cleaning of all surfaces in the room or area of treatment to remove fine dust particles. Cleanup must be accomplished by wet washing surfaces with a lead solubilizing detergent such as trisodium phosphate or an equivalent solution.
- vi. Waste and debris must be disposed of in accordance with all applicable Federal, State, and local laws.
- l. The owner must take appropriate action to protect residents and their belongings from hazards associated with treatment procedures. Residents must not enter spaces undergoing treatment until cleanup is completed. Personal belongings that are in work areas must be relocated or otherwise protected from contamination.
- m. Prior to execution of the HAP contract, the owner must inform the Housing Authority and the family of any knowledge of the presence of lead-based paint on the surfaces of the residential unit.
- n. The Housing Authority must attempt to obtain annually from local health agencies the names and addresses of children with identified EBLs and must annually match this information with the names and addresses of participants under this part. If a match occurs, the Housing Authority must determine whether local health officials have tested the unit for lead-based paint. If the unit has lead-based paint, the Housing Authority must require the owner to treat the lead-based paint. If the owner does not complete the corrective actions required by this Section, the family must be issued a certificate or voucher to move.
- o. The Housing Authority must keep a copy of each inspection report for at least three years. If a dwelling unit requires testing, or if the dwelling unit requires treatment of chewable surfaces based on the testing, the Housing Authority must keep the test results indefinitely and, if applicable, the owner certification and treatment. The records must indicate which chewable surfaces in the dwelling units have been tested and which chewable surfaces were tested or tested and treated in accordance with the standards prescribed in this Section, such chewable surfaces do not have to be tested or treated at any subsequent time.
- p. The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide

an alternate means of exit in case of fire (such as fire stairs or egress through windows).

J. Access

1. Performance Requirements

The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

K. Site and Neighborhood

1. Performance Requirements

The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants.

2. Acceptability Criteria

The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

L. Sanitary Condition

1. Performance Requirements

The dwelling unit and its equipment must be in sanitary condition.

2. Acceptability Criteria

The dwelling unit and its equipment must be free of vermin and rodent infestation.

M. Smoke Detectors

1. Performance Requirements

- a. Except as provided in paragraph b below of this Section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).
- b. For units assisted prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors prior to April 24, 1993, in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992, (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e., the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit).

#### ***12.4 EXCEPTIONS TO THE HQS ACCEPTABILITY CRITERIA***

The Atchison Housing Authority will utilize the acceptability criteria as outlined above with applicable State and local codes. Additionally, the Atchison Housing Authority has received HUD approval to require the following additional criteria:

- A. In each room, there will be at least one exterior window that can be opened and that contains a screen.
- B. Owners will be required to scrape peeling paint and repaint all surfaces cited for peeling paint with 2 coats of non-lead paint. An extension may be granted as a severe weather related item as defined below.
- C. Adequate heat shall be considered to be 68 degrees.
- D. In units where the tenant must pay for utilities, each unit must have separate metering device(s) for measuring utility consumption.

- E. A ¾” overflow pipe must be present on the hot water heater safety valves and installed down to within 6 inches of the floor.

## **12.5 TIME FRAMES AND CORRECTIONS OF HQS FAIL ITEMS**

### **A. Correcting Initial HQS Fail Items**

The Atchison Housing Authority will schedule a timely inspection of the unit on the date the owner indicates that the unit will be ready for inspection, or as soon as possible thereafter (within 5 working days) upon receipt of a Request for Tenancy Approval. The owner and participant will be notified in writing of the results of the inspection. If the unit fails HQS again, the owner and the participant will be advised to notify the Atchison Housing Authority to reschedule a re-inspection when the repairs have been properly completed.

On an initial inspection, the owner will be given up to 30 days to correct the items noted as failed, depending on the extent of the repairs that are required to be made. No unit will be placed in the program until the unit meets the HQS requirements.

### **B. HQS Fail Items for Units under Contract**

The owner or participant will be given time to correct the failed items cited on the inspection report for a unit already under contract. If the failed items endanger the family’s health or safety (using the emergency item list below), the owner or participant will be given 24 hours to correct the violations. For less serious failures, the owner or participant will be given up to 30 days to correct the failed item(s).

If the owner fails to correct the HQS failed items after proper notification has been given, the Atchison Housing Authority will abate payment and terminate the contract in accordance with Sections 12.7 and 17.0(B)(3).

If the participant fails to correct the HQS failed items that are family-caused after proper notification has been given, the Atchison Housing Authority will terminate assistance for the family in accordance with Sections 12.2(B) and 17.0(B)(3).

### **C. Time Frames for Corrections**

1. Emergency repair items must be abated within 24 hours.
2. Repair of refrigerators, range and oven, or a major plumbing fixture supplied by the owner must be abated within 72 hours.

3. Non-emergency items must be completed within 10 days of the initial inspection.
4. For major repairs, the owner will have up to 30 days to complete.

D. Extensions

At the sole discretion of the Atchison Housing Authority, extensions of up to 30 days may be granted to permit an owner to complete repairs if the owner has made a good faith effort to initiate repairs. If repairs are not completed within 60 days after the initial inspection date, the Atchison Housing Authority will abate the rent and cancel the HAP contract for owner noncompliance. Appropriate extensions will be granted if a severe weather condition exists for such items as exterior painting and outside concrete work for porches, steps, and sidewalks.

**12.6 EMERGENCY FAIL ITEMS**

The following items are to be considered examples of emergency items that need to be abated within 24 hours:

- A. No hot or cold water
- B. No electricity
- C. Inability to maintain adequate heat
- D. Major plumbing leak
- E. Natural gas leak
- F. Broken lock(s) on first floor doors or windows
- G. Broken windows that unduly allow weather elements into the unit
- H. Electrical outlet smoking or sparking
- I. Exposed electrical wires which could result in shock or fire
- J. Unusable toilet when only one toilet is present in the unit
- K. Security risks such as broken doors or windows that would allow intrusion



- L. Other conditions which pose an immediate threat to health or safety

## **12.7 ABATEMENT**

When a unit fails to meet HQS and the owner has been given an opportunity to correct the deficiencies, but has failed to do so within in the required timeframe, the rent for the dwelling unit will be abated.

The initial abatement period will not exceed 7 days. If the corrections of deficiencies are not made within the 7-day timeframe, the abatement will continue until the HAP contract is terminated. When the deficiencies are corrected, the Atchison Housing Authority will end the abatement the day the unit passes inspection. Rent will resume the following day and be paid the first day of the next month.

For tenant caused HQS deficiencies, the owner will not be held accountable and the rent will not be abated. The tenant is held to the same standard and timeframes for correction of deficiencies as owners. If repairs are not completed by the deadline, the Atchison Housing Authority will send a notice of termination to both the tenant and the owner. The tenant will be given the opportunity to request an informal hearing.

## **13.0 OWNER CLAIMS FOR DAMAGES, UNPAID RENT, AND VACANCY LOSS AND PARTICIPANT'S ENSUING RESPONSIBILITIES**

This Section only applies to HAP contracts in effect before October 2, 1995. Certificates have a provision for damages, unpaid rent, and vacancy loss. Vouchers have a provision for damages and unpaid rent. No vacancy loss is paid on vouchers. No Damage Claims will be processed unless the Atchison Housing Authority has performed a move-out inspection. Either the tenant or the owner can request the move-out inspection. Ultimately, it is the owner's responsibility to request the move-out inspection if he/she believes there may be a claim.

Damage claims are limited in the following manner:

- A. In the Certificate Program, owners are allowed to claim up to two (2) months contract rent minus greater of the security deposit collected or the security deposit that should have been collected under the lease.
- B. In the Voucher Program, owners are allowed to claim up to one (1) month contract rent minus greater of the security deposit collected or the security deposit that should have been collected under the lease. There will be no payment for vacancy losses under the Voucher Program.

- C. No damage claims will be paid under either program effective on or after October 2, 1995.

### ***13.1 OWNER CLAIMS FOR PRE-OCTOBER 2, 1995, UNITS***

In accordance with the HAP contract, owners can make special claims for damages, unpaid rent, and vacancy loss (vacancy loss can not be claimed for vouchers) after the tenant has vacated or a proper eviction proceeding has been conducted.

Owner claims for damages, unpaid rent, and vacancy loss are reviewed for accuracy and completeness. Claims are then compared to the move-in and move-out inspections to determine if an actual claim is warranted. No claim will be paid for normal wear and tear. Unpaid utility bills are not an eligible claim item.

The Atchison Housing Authority will make payments to owners for approved claims. It should be noted that the tenant is ultimately responsible for any damages, unpaid rent, and vacancy loss paid to the owner and will be held responsible to repay the Atchison Housing Authority to remain eligible for the Section 8 Program.

Actual bills and receipts for repairs, materials, and labor must support claims for damages. The Atchison Housing Authority will develop a list of reasonable costs and charges for items routinely included on damage claims. This list will be used as a guide.

Owners can claim unpaid rent owned by the tenant up to the date of HAP termination.

In the Certificate Program, owners can claim for a vacancy loss as outlined in the HAP contract. In order to claim a vacancy loss, the owner must notify the Atchison Housing Authority immediately upon learning of the vacancy or suspected vacancy. The owner must make a good faith effort to rent the unit as quickly as possible to another renter.

All claims and supporting documentation under this Section must be submitted to the Atchison Housing Authority within thirty (30) days of the move-out inspection. Any reimbursement shall be applied first towards any unpaid rent. No reimbursement may be claimed for unpaid rent for the period after the family vacates.

### ***13.2 PARTICIPANT RESPONSIBILITIES***

If a damage claim or unpaid rent claim has been paid to an owner, the participant is responsible for repaying the amount to the Atchison Housing Authority. This shall be done by either paying the full amount due immediately upon the Atchison Housing Authority requesting it or through a Repayment Agreement that is approved by the Atchison Housing Authority.

If the participant is not current on any Repayment Agreements or has unpaid claims on more than one unit, the participant shall be terminated from the program. The participant retains the right to request an informal hearing.

## **14.0 RECERTIFICATION**

### **14.1 ANNUAL REEXAMINATION**

At least annually the Atchison Housing Authority will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family subsidy is correct based on the family unit size.

The Atchison Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination and scheduling an appointment. The letter includes forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, the Atchison Housing Authority will determine the family's annual income and will calculate their family share.

#### **14.1.1 Effective Date of Rent Changes for Annual Reexaminations**

The new family share will generally be effective upon the anniversary date with 30 days notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30 day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

### **14.1.2 Missed Appointments**

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the Atchison Housing Authority taking action to terminate the family's assistance.

### **14.2 INTERIM REEXAMINATIONS**

During an interim reexamination only the information affected by the changes being reported will be reviewed and verified.

Families will not be required to report any increase in income or decreases in allowable expenses between annual reexaminations.

Families are required to report the following changes to the Atchison Housing Authority between regular reexaminations. These changes will trigger an interim reexamination.

- A. A member has been added to the family through birth or adoption or court-awarded custody.
- B. A household member is leaving or has left the family unit.
- C. Family break-up

In circumstances of a family break-up, the Atchison Housing Authority will make a determination of which family member will retain the certificate or voucher, taking into consideration the following factors:

1. To whom the certificate or voucher was issued.
2. The interest of minor children or of ill, elderly, or disabled family members.
3. Whether the assistance should remain with the family members remaining in the unit.
4. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the household.

If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement of judicial decree, the Atchison Housing Authority will

be bound by the court's determination of which family members continue to receive assistance in the program.

Because of the number of possible different circumstances in which a determination will have to be made, the Atchison Housing Authority will make determinations on a case by case basis.

The Atchison Housing Authority will issue a determination within 10 business days of the request for a determination. The family member requesting the determination may request an informal hearing in compliance with the informal hearings in Section 16.3.

In order to add a household member other than through birth or adoption (including a live-in aide) the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security Number if they have one, and must verify their citizenship/eligible immigrant status (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family). The new family member will go through the screening process similar to the process for applicants. The Atchison Housing Authority will determine the eligibility of the individual before allowing them to be added to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, the Atchison Housing Authority will grant approval to add their name to the lease. At the same time, the family's annual income will be recalculated taking into account the income and circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph below 14.2.2.

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the Atchison Housing Authority will take timely action to process the interim reexamination and recalculate the family share.

#### **14.2.1 Special Reexaminations**

If a family's income is too unstable to project for 12 months, including families that temporarily have no income or have a temporary decrease in income, the Atchison Housing Authority may schedule special reexaminations every 60 days until the income stabilizes and an annual income can be determined.

#### **14.2.2 Effective Date of Rent Changes Due to Interim or Special Reexaminations**

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of

the new rent amount. If the family causes a delay, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

## **15.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY THE ATCHISON HOUSING AUTHORITY**

The Housing Authority may at any time terminate program assistance for a participant, because of any of the actions or inaction by the household:

- A. If the family violates any family obligations under the program.
- B. If a family member fails to sign and submit consent forms.
- C. If a family fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance. If the Atchison Housing Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.
- D. If any member of the family has ever been evicted from public housing.
- E. If the Housing Authority has ever terminated assistance under the Certificate or Voucher Program for any member of the family.
- F. If any member of the family commits drug-related criminal activity, or violent criminal activity.
- G. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program.

- H. If the family currently owes rent or other amounts to the Housing Authority or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act.
- I. If the family has not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
- J. If the family breaches an agreement with the Housing Authority to pay amounts owed to a Housing Authority, or amounts paid to an owner by a Housing Authority. (The Housing Authority, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority. The Housing Authority may prescribe the terms of the agreement.)
- K. If a family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation.
- L. If the family has engaged in or threatened abusive or violent behavior toward Housing Authority personnel.
- M. If any household member is subject to a lifetime registration requirement under a State sex offender registration program.
- N. If a household member's illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by the Atchison Housing Authority to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

## **16.0 COMPLAINTS, INFORMAL REVIEWS FOR APPLICANTS, INFORMAL HEARINGS FOR PARTICIPANTS**

### ***16.1 COMPLAINTS***

The Atchison Housing Authority will investigate and respond to complaints by participant families, owners, and the general public. The Atchison Housing Authority may require that complaints other than HQS violations be put in writing. Anonymous complaints are investigated whenever possible.

### ***16.2 INFORMAL REVIEW FOR THE APPLICANT***

A. Informal Review for the Applicant

The Atchison Housing Authority will give an applicant for participation in the Section 8 Existing Program prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reasons for the Atchison Housing Authority decision. The notice will state that the applicant may request an informal review within 10 business days of the denial and will describe how to obtain the informal review.

B. When an Informal Review is not Required

The Atchison Housing Authority will not provide the applicant an opportunity for an informal review for any of the following reasons:

1. A determination of the family unit size under the Atchison Housing Authority subsidy standards.
2. A Atchison Housing Authority determination not to approve an extension or suspension of a certificate or voucher term.
3. A Atchison Housing Authority determination not to grant approval to lease a unit under the program or to approve a proposed lease.
4. A Atchison Housing Authority determination that a unit selected by the applicant is not in compliance with HQS.
5. A Atchison Housing Authority determination that the unit is not in accordance with HQS because of family size or composition.
6. General policy issues or class grievances.
7. Discretionary administrative determinations by the Atchison Housing Authority.

C. Informal Review Process

The Atchison Housing Authority will give an applicant an opportunity for an informal review of the Atchison Housing Authority decision denying assistance to the applicant. The procedure is as follows:

1. The review will be conducted by any person or persons designated by the Atchison Housing Authority other than the person who made or approved the decision under review or a subordinate of this person.



2. The applicant will be given an opportunity to present written or oral objections to the Atchison Housing Authority decision.
3. The Atchison Housing Authority will notify the applicant of the Atchison Housing Authority decision after the informal review within 14 calendar days. The notification will include a brief statement of the reasons for the final decision.

D. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The Housing Authority may permit the other members of a participant family to continue receiving assistance.

If the Housing Authority seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the Atchison Housing Authority will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

E. Informal Review Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The applicant family may request that the Atchison Housing Authority provide for an informal review after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The applicant family must make this request within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

For applicant families, the Informal Review Process above will be utilized with the exception that the applicant family will have up to 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or of the INS appeal decision to request the review.

### **16.3 INFORMAL HEARINGS FOR PARTICIPANTS**

#### **A. When a Hearing is Required**

1. The Atchison Housing Authority will give a participant family an opportunity for an informal hearing to consider whether the following Atchison Housing Authority decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and Atchison Housing Authority policies:
  - a. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
  - b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the Atchison Housing Authority utility allowance schedule.
  - c. A determination of the family unit size under the Atchison Housing Authority subsidy standards.
  - d. A determination that a Certificate Program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the Atchison Housing Authority subsidy standards, or the Atchison Housing Authority determination to deny the family's request for an exception from the standards.
  - e. A determination to terminate assistance for a participant family because of the family's action or failure to act.
  - f. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum

period permitted under the Atchison Housing Authority policy and HUD rules.

2. In cases described in paragraphs 16.3(A)(1)(d), (e), and (f), of this Section, the Atchison Housing Authority will give the opportunity for an informal hearing before the Atchison Housing Authority terminates housing assistance payments for the family under an outstanding HAP contract.

B. When a Hearing is not Required

The Atchison Housing Authority will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

1. Discretionary administrative determinations by the Atchison Housing Authority.
2. General policy issues or class grievances.
3. Establishment of the Atchison Housing Authority schedule of utility allowances for families in the program.
4. A Atchison Housing Authority determination not to approve an extension or suspension of a certificate or voucher term.
5. A Atchison Housing Authority determination not to approve a unit or lease.
6. A Atchison Housing Authority determination that an assisted unit is not in compliance with HQS. (However, the Atchison Housing Authority will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.)
7. A Atchison Housing Authority determination that the unit is not in accordance with HQS because of the family size.
8. A determination by the Atchison Housing Authority to exercise or not exercise any right or remedy against the owner under a HAP contract.

C. Notice to the Family

1. In the cases described in paragraphs 16.3(A)(1)(a), (b), and (c), of this Section, the Atchison Housing Authority will notify the family that the family may ask for an explanation of the basis of the Atchison Housing Authority's

determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.

2. In the cases described in paragraphs 16.3(A)(1)(d), (e), and (f), of this Section, the Atchison Housing Authority will give the family prompt written notice that the family may request a hearing within 10 business days of the notification. The notice will:
  - a. Contain a brief statement of the reasons for the decision; and
  - b. State this if the family does not agree with the decision, the family may request an informal hearing on the decision within 10 business days of the notification.

#### D. Hearing Procedures

The Atchison Housing Authority and participants will adhere to the following procedures:

1. Discovery
  - a. The family will be given the opportunity to examine before the hearing any Atchison Housing Authority documents that are directly relevant to the hearing. The family will be allowed to copy any such document at the family's expense. If the Atchison Housing Authority does not make the document(s) available for examination on request of the family, the Atchison Housing Authority may not rely on the document at the hearing.
  - b. The Atchison Housing Authority will be given the opportunity to examine, at the Atchison Housing Authority's offices before the hearing, any family documents that are directly relevant to the hearing. The Atchison Housing Authority will be allowed to copy any such document at the Atchison Housing Authority's expense. If the family does not make the document(s) available for examination on request of the Atchison Housing Authority, the family may not rely on the document at the hearing.

Note: The term **document** includes records and regulations.

2. Representation of the Family

At its own expense, a lawyer or other representative may represent the family.

3. Hearing Officer

- a. The hearing will be conducted by any person or persons designated by the Atchison Housing Authority, other than a person who made or approved the decision under review or a subordinate of this person.
- b. The person who conducts the hearing will regulate the conduct of the hearing in accordance with the Atchison Housing Authority hearing procedures.

4. Evidence

The Atchison Housing Authority and the family must have the opportunity to present evidence and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

5. Issuance of Decision

The person who conducts the hearing must issue a written decision within 14 calendar days from the date of the hearing, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing.

6. Effect of the Decision

The Atchison Housing Authority is not bound by a hearing decision:

- a. Concerning a matter for which the Atchison Housing Authority is not required to provide an opportunity for an informal hearing under this Section, or that otherwise exceeds the authority of the person conducting the hearing under the Atchison Housing Authority hearing procedures.
- b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.
- c. If the Atchison Housing Authority determines that it is not bound by a hearing decision, the Atchison Housing Authority will notify the family

within 14 calendar days of the determination, and of the reasons for the determination.

E. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The Housing Authority may permit the other members of a participant family to continue receiving assistance.

If the Housing Authority seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the Atchison Housing Authority will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

F. Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The participant family may request that the Atchison Housing Authority provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or of the INS appeal decision.

## **17.0 TERMINATION OF THE LEASE AND CONTRACT**

The term of the lease and the term of the HAP contract are the same. They begin on the same date and they end on the same date. The lease may be terminated by the owner, by the tenant, or by the mutual agreement of both. The owner may only terminate the contract by terminating the lease. The HAP contract may be terminated by the Atchison Housing Authority. Under some circumstances the contract automatically terminates.

### **A. Termination of the lease**

#### **1. By the family**

The family may terminate the lease without cause upon proper notice to the owner and to the Atchison Housing Authority after the first year of the lease. The length of the notice that is required is stated in the lease (generally 30 days).

#### **2. By the owner.**

a. The owner may terminate the lease during its term on the following grounds:

- i. Serious or repeated violations of the terms or conditions of the lease;
- ii. Violation of Federal, State, or local law that impose obligations on the tenant in connection with the occupancy or use of the unit and its premises;
- iii. Criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons residing in the immediate vicinity of the premises;
- iv. Any drug-related criminal activity on or near the premises;
- v. Other good cause. Other good cause may include, but is not limited to:

- (1) Failure by the family to accept the offer of a new lease;
- (2) Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;
- (3) The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit;
- (4) A business or economic reason such as sale of the property, renovation of the unit, desire to rent at a higher rental amount.

- b. During the first year the owner may not terminate tenancy for other good cause unless the reason is because of something the household did or failed to do.
- c. The owner may only evict the tenant by instituting court action. The owner must give the Atchison Housing Authority a copy of any owner eviction notice to the tenant at the same time that the owner gives the notice to the tenant.
- d. The owner may terminate the contract at the end of the initial lease term or any extension of the lease term without cause by providing notice to the family that the lease term will not be renewed.

3. Termination of the Lease by mutual agreement

The family and the owner may at any time mutually agree to terminate the lease.

B. Termination of the Contract

1. Automatic termination of the Contract

- a. If the Atchison Housing Authority terminates assistance to the family, the contract terminates automatically.
- b. If the family moves out of the unit, the contract terminates automatically.



c. The contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.

2. Termination of the contract by the owner

The owner may only terminate tenancy in accordance with lease and State and local law.

3. Termination of the HAP contract by the Atchison Housing Authority

The Housing Authority may terminate the HAP contract because:

a. The Housing Authority has terminated assistance to the family.

b. The unit does not meet HQS space standards because of an increase in family size or change in family composition.

c. The unit is larger than appropriate for the family size or composition under the regular Certificate Program.

d. When the family breaks up and the Atchison Housing Authority determines that the family members who move from the unit will continue to receive the assistance.

e. The Atchison Housing Authority determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program.

f. The owner has breached the contract in any of the following ways:

i. If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with the HQS.

ii. If the owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937.

iii. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.

iv. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for

the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement;

v. If the owner has engaged in drug trafficking.

4. Final HAP payment to owner

The HAP payment stops when the lease terminates. The owner may keep the payment for the month in which the family moves out. If the owner has begun eviction proceedings and the family continues to occupy the unit, the Housing Authority will continue to make payments until the owner obtains a judgment or the family moves out.

## **18.0 CHARGES AGAINST THE SECTION 8 ADMINISTRATIVE FEE RESERVE**

Occasionally, it is necessary for the Atchison Housing Authority to spend money of its Section 8 Administrative Fee Reserve to meet unseen or extraordinary expenditures or for its other housing related purposes consistent with State law.

The Atchison Housing Authority Board of Commissioners authorizes the Executive Director to expend without prior Board approval up to **(insert dollar amount)** for authorized expenditures.

Any item(s) exceeding **(insert dollar amount)** will require prior Board of Commissioner approval before any charge is made against the Section 8 Administrative Fee Reserve.

## **19.0 INTELLECTUAL PROPERTY RIGHTS**

No program receipts may be used to indemnify contractors or subcontractors of the Atchison Housing Authority against costs associated with any judgement of infringement of intellectual property rights.

## **20.0 ATCHISON HOUSING AUTHORITY OWNED HOUSING**

Units owned by the Atchison Housing Authority and not receiving subsidy under any other program are eligible housing units for Housing Choice Voucher holders. In order to comply with federal regulation, the Atchison Housing Authority will do the following:

- A. The Atchison Housing Authority will make available through the briefing process both orally and in writing the availability of Atchison Housing Authority owned units (notification will also include other properties owned/managed by the private sector available to Housing Choice Voucher holders).
- B. The Atchison Housing Authority will obtain the services of an independent entity to perform the following Atchison Housing Authority functions:
  - 1. Determine rent reasonableness for the unit. The independent entity will communicate the rent reasonableness determination to the family and the Atchison Housing Authority.
  - 2. To assist the family in negotiating the rent.
  - 3. To inspect the unit for compliance with HQS.
- C. The Atchison Housing Authority will gain HUD approval for the independent agency/agencies utilized to perform the above functions
- D. The Atchison Housing Authority will compensate the independent agency/agencies from our ongoing administrative fee income.
- E. The Atchison Housing Authority, or the independent agency/agencies will not charge the family any fee or charge for the services provided by the independent agency.

## **21.0 QUALITY CONTROL OF SECTION 8 PROGRAM**

In order to maintain the appropriate quality standards for the Section 8 program, the Atchison Housing Authority will annually review files and records to determine if the work documented in the files or records conforms to program requirements. This shall be accomplished by a supervisor or another qualified person other than the one originally responsible for the work or someone subordinate to that person. The number of files and/or records checked shall be at least equal to the number specified in the Section 8 Management Assessment Program for our size housing authority.

## **22.0 TRANSITION TO THE NEW HOUSING CHOICE VOUCHER PROGRAM**

A. New HAP Contracts

On and after October 1, 1999, the Atchison Housing Authority will only enter into a HAP contract for a tenancy under the voucher program, and will not enter into a new HAP contract for a tenancy under the certificate program.

B. Over-FMR Tenancy

If the Atchison Housing Authority had entered into any HAP contract for an over-FMR tenancy under the certificate program prior to the merger date of October 1, 1999, on and after October 1, 1999 such tenancy shall be considered and treated as a tenancy under the voucher program, and will be subject to the voucher program requirements under 24 CFR 982.502, including calculation of the voucher housing assistance payment in accordance with 24 CFR 982.505. However, 24 CFR 982.505(b)(2) will not be applicable for calculation of the housing assistance payment prior to the effective date of the second regular reexamination of family income and composition on or after the merger date of October 1, 1999.

C. Voucher Tenancy

If the Atchison Housing Authority had entered into any HAP contract for a voucher tenancy prior to the merger date of October 1, 1999, on and after October 1, 1999 such tenancy will continue to be considered and treated as a tenancy under the voucher program, and will be subject to the voucher program requirements under 24 CFR 982.502, including calculation of the voucher housing assistance payment in accordance with 24 CFR 982.505. However, 24 CFR 982.505(b) (2) will not be applicable for calculation of the housing assistance payment prior to the effective date of the second regular reexamination of family income and composition on or after the merger date of October 1, 1999.

D. Regular Certificate Tenancy

The Atchison Housing Authority will terminate program assistance under any outstanding HAP contract for a regular tenancy under the certificate program entered into prior to the merger date of October 1, 1999 at the effective date of the second regular reexamination of family income and composition on or after the merger date of October 1, 1999. Upon such termination of assistance, the HAP contract for such tenancy terminates automatically. The Atchison Housing Authority will give at least 120 days written notice of such termination to the family and the owner, and the Atchison Housing Authority will offer the family the opportunity for continued tenant-based assistance under the voucher program. The Atchison Housing Authority may deny the

family the opportunity for continued assistance in accordance with 24 CFR 982.552 and 24 CFR 982.553.

## GLOSSARY

**1937 Housing Act:** The United States Housing Act of 1937 [42 U.S.C. 1437 et seq.]

**Absorption:** In portability, the point at which a receiving housing authority stops billing the initial housing authority for assistance on behalf of a portable family. [24 CFR 982.4]

**Adjusted Annual Income:** The amount of household income, after deductions for specified allowances, on which tenant rent is based.

**Administrative fee:** Fee paid by HUD to the housing authority for the administration of the program.

**Administrative Plan:** The plan that describes housing authority policies for the administration of the tenant-based programs.

**Admission:** The point when the family becomes a participant in the program. In a tenant-based program, the date used for this purpose is the effective date of the first HAP Contract for a family (first day of initial lease term).

**Adult:** A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

**Allowances:** Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age. Other allowance can be given at the discretion of the housing authority.

**Amortization Payment:** In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home. If furniture was included in the purchase price, the debt service must be reduced by 15% to exclude the cost of the furniture. The amortization cost is the initial financing, not refinancing. Set-up charges may be included in the monthly amortization payment.

**Annual Contributions Contract (ACC):** The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program.

**Annual Income:** All amounts, monetary or not, that:

- a. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or

- b. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- c. Are not specifically excluded from Annual Income.
- d. Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access.

**Applicant (applicant family):** A family that has applied for admission to a program but is not yet a participant in the program.

**Assets:** see net family assets.

**Asset Income:** Income received from assets held by household members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income.

**Assisted lease (lease):** A written agreement between an owner and a family for the leasing of a dwelling unit to the family. 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 housing authority.

**Certificate:** A document issued by a housing authority to a family selected for admission to the Certificate Program. The certificate describes the program and the procedures for housing authority approval of a unit selected by the family. The certificate also states the obligations of the family under the program.

**Certification:** The examination of a household's income, expenses, and family composition to determine the household's eligibility for program participation and to calculate the household's rent for the following 12 months.

**Child:** For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age.

**Child care expenses:** Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

**Citizen:** A citizen or national of the United States.

**Common space:** In shared housing: Space available for use by the assisted family and other occupants of the unit.

**Congregate housing:** Housing for elderly or persons with disabilities that meets the HQS for congregate housing.

**Consent form:** Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits.

**Contiguous MSA:** In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial housing authority is located.

**Continuously assisted:** An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Voucher Program.

**Cooperative:** Housing owned by a non-profit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing.

**Domicile:** The legal residence of the household head or spouse as determined in accordance with State and local law.

**Decent, safe, and sanitary:** Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

**Department:** The Department of Housing and Urban Development.

**Dependent:** A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student.

**Disability assistance expenses:** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.



**Disabled family:** A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

**Disabled person:** See "person with disabilities."

**Displaced family:** A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

**Displaced person:** A person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

**Drug related criminal activity:** Illegal use or personal use of a controlled substance, and the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance.

**Drug trafficking:** The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance.

**Elderly family:** A family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

**Elderly person:** A person who is at least 62 years of age.

**Evidence of citizenship or eligible status:** The documents that must be submitted to evidence citizenship or eligible immigration status.

**Exception rent:** An amount that exceeds the published fair market rent.

**Extremely low-income families:** Those families whose incomes do not exceed 30% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families.

**Fair Housing Act:** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.).

**Fair market rent (FMR):** The rent, including the cost of utilities (except telephone), 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 (non-luxury) nature with suitable amenities. FMRs are published periodically in the Federal Register.

**Family** includes but is not limited to:

- a. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
- b. An elderly family;
- c. A near-elderly family;
- d. A disabled family;
- e. A displaced family;
- f. The remaining member of a tenant family; and
- g. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

**Family members:** include all household members except live-in aides, foster children and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the HUD-50058.

**Family self-sufficiency program (FSS program):** The program established by a housing authority to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

**Family share:** The portion of rent and utilities paid by the family or the gross rent minus the amount of the housing assistance payment.

**Family unit size:** The appropriate number of bedrooms for a family as determined by the housing authority under the housing authority's subsidy standards.

**50058 Form:** The HUD form that Housing Authority's are required to complete for each assisted household in public housing to record information used in the certification and re-certification process, and, at the option of the housing authority, for interim reexaminations.

**FMR/exception rent limit:** The Section 8 existing housing fair market rent published by HUD headquarters, or any exception rent. For a tenancy in the Voucher Program, the housing authority may adopt a payment standard up to the FMR/exception rent limit.

**Full-time student:** A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or Certificate Program, as well as an institution offering a college degree.

**Gross rent:** The sum of the rent to the owner plus any utilities.

**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).

**Head of household:** The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

**Household members:** include all individuals who reside or will reside in the unit and who are listed on the lease, including live-in aides, foster children and foster adults.

**Housing Assistance Payment (HAP):** The monthly assistance by a housing authority, which includes (1) a payment to the owner for rent to the owner under the family's lease, and (2) an additional payment to the family if the total assistance payment exceeds the rent to owner.

**Housing quality standards (HQS):** The HUD minimum quality standards for housing assisted under the Section 8 program.

**Housing voucher:** A document issued by a housing authority to a family selected for admission to the Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

**Housing voucher holder:** A family that has an unexpired housing voucher.

**Imputed income:** For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used in determining annual income.

**Income category:** Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

**Incremental income:** The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

**Initial Housing Authority:** In portability, both: (1) a housing authority that originally selected a family that later decides to move out of the jurisdiction of the selecting housing authority; and (2) a housing authority that absorbed a family that later decides to move out of the jurisdiction of the absorbing housing authority.

**Initial payment standard:** The payment standard at the beginning of the HAP contract term.

**Initial rent to owner:** The rent to owner at the beginning of the initial lease term.

**Interim (examination):** A reexamination of a household's income, expenses, and household status conducted between the annual recertifications when a change in a household's circumstances warrant such a reexamination.

**Jurisdiction:** The area in which the housing authority has authority under State and local law to administer the program.

**Lease:** A written agreement between an owner and 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 housing authority.

**Live-in aide:** A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

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

**Low-income families:** Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families. *[1937Act]*

**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.

**Manufacture 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.

**Medical expenses:** Medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.

**Mixed family:** A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

**Moderate rehabilitation:** Rehabilitation involving a minimum expenditure of \$1000 for a unit, including its prorated share of work to be accomplished on common areas or systems, to:

- a. upgrade to decent, safe and sanitary condition to comply with the Housing Quality Standards or other standards approved by HUD, from a condition below these standards (improvements being of a modest nature and other than routine maintenance; or

- b. repair or replace major building systems or components in danger of failure.

**Monthly adjusted income:** One twelfth of adjusted income.

**Monthly income:** One twelfth of annual income.

**Mutual housing** is included in the definition of "cooperative".

**National:** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

**Near-elderly family:** A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

**Net family assets:**

- a. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- b. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- c. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

**Noncitizen:** A person who is neither a citizen nor national of the United States.

**Notice Of Funding Availability (NOFA):** For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance, and the criteria for awarding the funding.

**Occupancy standards:** The standards that the housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

**Owner:** Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing.

**Participant (participant family):** A family that has been admitted to the housing authority's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the housing authority for the family (first day of initial lease).

**Payment standard:** In a voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a voucher tenancy, the housing authority sets a payment standard in the range from 90% to 110% of the current FMR.

**Person with disabilities:** A person who:

- a. Has a disability as defined in Section 223 of the Social Security Act,

"Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or

In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

- b. Is determined, pursuant to regulations issued by the Secretary, 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(7) of the of the Developmental Disabilities Assistance and Bill of Rights Act.

"Severe chronic disability that:

- (1) is attributable to a mental or physical impairment or combination of mental and physical impairments;
- (2) is manifested before the person attains age 22;
- (3) is likely to continue indefinitely;
- (4) results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (e) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and
- (5) reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

**Portability:** Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial housing authority.

**Premises:** The building or complex in which the dwelling unit is located, including common areas and grounds.

**Private space:** In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

**Preservation:** This program encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of properties developed with project-based Section 8 assistance whose HAP contracts are about to expire.

**Proration of assistance:** The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance.

**Public Housing Agency:** A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

**Reasonable rent:** A rent to owner that is not more than charged: (a) for comparable units in the private unassisted market; and (b) for a comparable unassisted unit in the premises.

**Receiving Housing Authority:** In portability, a housing authority that receives a family selected for participation in the tenant-based program of another housing authority. The receiving housing authority issues a certificate or voucher, and provides program assistance to the family.

**Re-certification:** A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

**Remaining member of a tenant family:** A member of the family listed on the lease who continues to live in an assisted household after all other family members have left.

**Rent to owner:** The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

**Set-up charges:** In a manufactured home space rental, charges payable by the family for assembly, skirting and anchoring the manufactured home.

**Shared housing:** A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family.

**Shelter Allowance:** That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

**Single person:** Someone living alone or intending to live alone who does not qualify as an elderly person, a person with disabilities, a displaced person, or the remaining member of a tenant family.

**Single room occupancy housing (SRO):** A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

**Special admission:** Admission of an applicant that is not on the housing authority waiting list, or without considering the applicant's waiting list position.

**Special housing types:** Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

**State Wage Information Collection Agency (SWICA):** The State agency receiving quarterly wage reports from employers in the State, or an alternative system that has been determined by the Secretary



of Labor to be as effective and timely in providing employment-related income and eligibility information.

**Statement of family responsibility:** An agreement in the form prescribed by HUD, between the housing authority and a Family to be assisted under the Moderate Rehabilitation Program, stating the obligations and responsibilities of the family.

**Subsidy standards:** Standards established by a housing authority to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

**Suspension:** Stopping the clock on the term of a family's certificate or voucher, for such period as determined by the housing authority, from the time when the family submits a request for housing authority approval to lease a unit, until the time when the housing authority approves or denies the request. Also referred to as tolling.

**Tenant:** The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

**Tenant rent:** The amount payable monthly by the family as rent to the owner minus any utility allowance.

**Third-party (verification):** Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

**Tolling:** see suspension.

**Total tenant payment (TTP):**

(1) Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act. which is the higher of :

30% of the family's monthly adjusted income;

10% of the family's monthly income;

Minimum rent; or

if the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under Section 3(a)(1) shall be the amount resulting from one application of the percentage.

**Utility allowance:** If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a housing authority or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

**Utility hook-up charge:** In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

**Utility reimbursement:** 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.

**Verification:**

- a. The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, doctors).
- b. The three types of verification are:
  - (1) Third-party verification, either written or oral, obtained from employers, public assistance agencies, schools, etc.)
  - (2) Documentation, such as a copy of a birth certificate or bank statement
  - (3) Family certification or declaration (only used when third-party or documentation verification is not available)

**Very low-income families:** Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families. *[1937 Act]*

**Violent criminal activity:** Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

**Voucher (rental voucher):** A document issued by a housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family and states the obligations of the family under the program.

**Voucher holder:** A family holding a voucher with unexpired search time.

**Waiting list admission:** An admission from the housing authority waiting list. *[24 CFR 982.4]*

**Welfare assistance.** Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. *[24 CFR 5.603(d)]*

**Welfare rent:** In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

## ACRONYMS

ACC	Annual Contributions Contract
CACC	Consolidated Annual Contributions Contract
CFR	Code of Federal Regulations
FMR	Fair Market Rent
FSS	Family Self Sufficiency (program)
HA	Housing Authority
HAP	Housing Assistance Payment
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PBC	Project-Based Certificate (program)
QHWRA	Quality Housing and Work Responsibility Act of 1998
PHA	Public Housing Agency
TTP	Total Tenant Payment

# **TENANT-BASED INFORMAL REVIEW PROCEDURE**

---

The Atchison Housing Authority will investigate and respond to complaints by participant families, owners, and the general public. The Atchison Housing Authority may require that complaints other than HQS violations be put in writing. Anonymous complaints are investigated whenever possible.

## **1.0 INFORMAL REVIEW FOR THE APPLICANT**

### **A. Informal Review for the Applicant**

The Atchison Housing Authority will give an applicant for participation in the Section 8 Existing Program prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reasons for the Atchison Housing Authority's decision. The notice will state that the applicant may, under certain circumstances, request an informal review within ten (10) business days of the denial and, if applicable, will describe how to obtain the informal review.

### **B. When an Informal Review is not Required**

The Atchison Housing Authority will not provide the applicant an opportunity for an informal review for any of the following reasons:

1. A determination of the family unit size under the Atchison Housing Authority subsidy standards.
2. An Atchison Housing Authority determination not to approve an extension or suspension of a voucher term.
3. An Atchison Housing Authority determination not to grant approval to lease a unit under the program or to approve a proposed lease.
4. An Atchison Housing Authority determination that a unit selected by the applicant is not in compliance with HQS.
5. An Atchison Housing Authority determination that the unit is not in accordance with HQS because of family size or composition.
6. General policy issues or class grievances.
7. Discretionary administrative determinations by the Atchison Housing Authority.

**C. Informal Review Process**

The Atchison Housing Authority will, where the reason for denial is other than those stated above, give an applicant an opportunity for an informal review of the Atchison Housing Authority decision denying assistance to the applicant. The informal review procedures are as follows:

1. The review will be conducted by any person or persons designated by the Atchison Housing Authority other than the person who made or approved the decision under review or a subordinate of this person.
2. The applicant will be given an opportunity to present written or oral objections to the Atchison Housing Authority decision.
3. The Atchison Housing Authority will notify the applicant of the Atchison Housing Authority decision after the informal review within fourteen (14) calendar days. The notification will include a brief statement of the reasons for the final decision.

**D. Considering Circumstances**

In deciding whether to deny assistance because of action or inaction by members of the family, the Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial of assistance on other family members who were not involved in the action or failure.

The Housing Authority may impose, as a condition of assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. Upon receipt of a written certification from the family that such family members will not reside in the unit, the Housing Authority may permit the other members of a participant family to receive assistance.

If the Housing Authority denies assistance because of illegal use, or possession for personal use of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within three years before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate

assistance for these reasons the Atchison Housing Authority will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.
4. Informal Review Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The applicant family may request that the Atchison Housing Authority provide for an informal review after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The applicant family must make this request within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

## **2.0 INFORMAL HEARINGS FOR PARTICIPANTS**

### **A. When a Hearing is Required**

1. The Atchison Housing Authority will give a participant family an opportunity for an informal hearing to consider whether the following Atchison Housing Authority decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and Atchison Housing Authority policies:
  - a. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
  - b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the Atchison Housing Authority utility allowance schedule.

- c. A determination of the family unit size under the Atchison Housing Authority subsidy standards.
  - d. A determination to terminate assistance for a participant family because of the family's action or failure to act.
  - e. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under the Atchison Housing Authority policy and HUD rules.
2. In cases described in the above section, the Atchison Housing Authority will give the opportunity for an informal hearing before the Atchison Housing Authority terminates housing assistance payments for the family under an outstanding HAP contract.

**B. When a Hearing is not Required**

The Atchison Housing Authority will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

1. Discretionary administrative determinations by the Atchison Housing Authority.
2. General policy issues or class grievances.
3. Establishment of the Atchison Housing Authority schedule of utility allowances for families in the program.
4. An Atchison Housing Authority determination not to approve an extension or suspension of a voucher term.
5. An Atchison Housing Authority determination not to approve a unit or lease.
6. An Atchison Housing Authority determination that an assisted unit is not in compliance with HQS. (However, the Atchison Housing Authority will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.)
7. An Atchison Housing Authority determination that the unit is not in accordance with HQS because of the family size.



8. A determination by the Atchison Housing Authority to exercise or not exercise any right or remedy against the owner under a HAP contract.

**C. Notices to the Participant Family**

1. In the cases described in this section where the offer of an informal hearing is required, the Atchison Housing Authority will notify the family that the family may ask for an explanation of the basis of the Atchison Housing Authority's determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision. The notice will:
  - a. Contain a brief statement of the decision and the basis for the decision; and
  - b. State this if the family does not agree with the decision, the family may request an informal hearing on the decision within 10 business days of the notification.
2. In the cases described in this section where the offer of an informal hearing is not required, the Atchison Housing Authority will promptly notify the family of the decision, the basis of the decision and the fact that the family will not be offered an informal hearing on the decision.

**D. Informal Participant Hearing Procedures**

The Atchison Housing Authority and participants will adhere to the following procedures:

1. Discovery
  - a. The family will be given the opportunity to examine before the hearing any Atchison Housing Authority documents that are directly relevant to the hearing. The family will be allowed to copy any such document at the family's expense. If the Atchison Housing Authority does not make the document(s) available for examination on request of the family, the Atchison Housing Authority may not rely on the document at the hearing.
  - b. The Atchison Housing Authority will be given the opportunity to examine, at the Atchison Housing Authority's offices before the hearing, any family documents that are directly relevant to the

hearing. The Atchison Housing Authority will be allowed to copy any such document at the Atchison Housing Authority's expense.

If the family does not make the document(s) available for examination on request of the Atchison Housing Authority, the family may not rely on the document at the hearing.

Note: The term **document** includes records and regulations.

2. Representation of the Family

At the family's own expense, a lawyer or other representative may represent the family.

3. Hearing Officer

a. The hearing will be conducted by any person or persons designated by the Atchison Housing Authority, other than a person who made or approved the decision under review or a subordinate of this person.

b. The person who conducts the hearing will regulate the conduct of the hearing in accordance with the Atchison Housing Authority hearing procedures.

4. Evidence

The Atchison Housing Authority and the family must have the opportunity to present evidence and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

5. Issuance of Decision

The person who conducts the hearing must issue a written decision within 14 calendar days from the date of the hearing, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing.

6. Effect of the Decision

The Atchison Housing Authority is not bound by a hearing decision:

- a. Concerning a matter for which the Atchison Housing Authority is not required to provide an opportunity for an informal hearing under this section, or that otherwise exceeds the authority of the person conducting the hearing under the Atchison Housing Authority hearing procedures.
- b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.
- c. If the Atchison Housing Authority determines that it is not bound by a hearing decision, the Atchison Housing Authority will notify the family within 14 calendar days of the determination, and of the reasons for the determination.

#### **E. Considering Circumstances**

In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. Upon receipt of written certification from the family that such family member(s) have been removed from the dwelling unit, the Housing Authority may permit the other members of a participant family to continue receiving assistance.

If the Housing Authority seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the Housing Authority provides notice to the family of the Housing Authority determination to terminate assistance. In determining whether to terminate assistance for these reasons the Atchison Housing Authority will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;

2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

**F. Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status**

The participant family may request that the Atchison Housing Authority provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The participant family must make this request within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.