

**HOUSING AUTHORITY OF THE CITY
OF GREENWOOD**

ADMISSIONS AND CONTINUED OCCUPANCY PLAN

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I. BACKGROUND AND ADMINISTRATION OF PROGRAMS

The Housing Authority of the City of Greenwood (PHA) was created to assist low-income families in obtaining decent, safe and sanitary housing at an affordable cost.

The Public Housing Program is administered according to the following applicable Federal Regulations, applicable HUD Handbooks, any pertinent state and local laws, and specific policies of the Housing Authority:

- Quality Housing & Work Responsibility Act of 1998
- Housing Act of 1937
- 24 Code of Federal Regulations Part 960
- 24 Code of Federal Regulations Part 8
- 24 Code of Federal Regulations Part 5

II. PLAN PURPOSE

The purpose of this policy is to meet HUD requirements, establish local policies for program interpretation and the PHA's discretionary areas, aid the staff in program procedures to ensure consistency, and provide program information (in an understandable format) to applicants and/or families. It is not the intent of this plan to replace and/or cite all Federal Regulations verbatim, but to summarize and support the regulations and program Handbooks.

III. TARGETING & OUTREACH TO FAMILIES

During the PHA's fiscal year, not less than 40 percent of the families admitted to the PHA's public housing program from the PHA waiting list shall be extremely low income families (incomes below 30% of the area median income). If admissions of extremely low income families to the PHA's voucher program during the fiscal year exceeds the Section 8 program's targeting requirements (minimum of 75%), such excess may be credited, subject to HUD's limitations, against the public housing targeting requirement. The PHA will maintain necessary data and records for compliance monitoring.

Special outreach efforts may be necessary when the number of families on the waiting list is insufficient to maintain the leasing schedule or to attract groups that are not adequately represented in the assisted families such as the elderly or male heads of household or for targeting and deconcentration

requirements.

The following sources shall be used by the PHA for outreach to families:

Announcements, news articles, paid advertisements that serve the PHA's jurisdictional area;

Public Service announcements on local television and radio stations;

Contact and coordination with local human service agencies that serve the PHA's jurisdictional area;

Special presentations, as necessary, developed for local churches or other civic organizations; and

Coordination with the City and/or Community Development Departments.

IV. DECONCENTRATION OF POVERTY AND INCOME MIXING

The PHA will affirmatively further fair housing in its family (general occupancy developments) by endeavoring to maintain a relative mix/cross-section of income levels. The PHA will monitor on a continual basis the income mix of each of its "family" projects/communities. The PHA will utilize a dividing line of the average income.

Should it become necessary, the PHA may offer incentives to eligible families to locate in certain communities where a cross-section of income is not represented. The PHA will only utilize the waiting list "skipping" provisions of the regulations should it become critically necessary. Any waiting list skipping will be specifically documented in the resident's file and on a waiting list control log.

V. PRIVACY OF APPLICANT/FAMILY INFORMATION

In accordance with Federal laws and regulations, PHAs must determine family income and obtain other necessary information to determine an applicant's eligibility, unit size, and income for purposes of calculating the family's rent. The Housing and Community Development Act of 1987 requires applicants and program participants to submit the social security numbers of all household members.

The PHA may conduct a computer match to verify the information provided. This information may be released to appropriate Federal, State, and local agencies, when relevant, and to civil, criminal or regulatory investigators and prosecutors. The information will not be otherwise disclosed or released outside of HUD, except as permitted or required by law.

All requested information must be provided, including evidenced verification of all social security numbers for each family member.

Applicant families may be allowed to participate in the program even if Social Security numbers have not been obtained for children under 6. There will be a 90 day grace period for the family to provide verification. An additional 90 day period may be granted at the discretion of the GHA for the following reasons.

(i) The failure to meet these requirements was due to circumstances that could not have reasonably been foreseen and were outside the control of the participant; and

(ii) There is a reasonable likelihood that the participant will be able to disclose a SSN by the deadline.

The GHA must terminate the assistance or terminate the tenancy, or both, of a participant and the participant's household, in accordance with the provisions governing the program involved, if the participant does not meet the applicable SSN disclosure, documentation, and verification requirements by the deadline set forth.

VI. DEFINITIONS

SEE ALSO DEFINITIONS IN APPENDIX "A" OF THIS POLICY.

Act. Quality Housing & Work Responsibility Act of 1998 (QHWRA) and Housing Act of 1937.

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 date of initial lease term).

Adult. A household member who is 18 years or older or who is the head of household, or spouse, or co-head.

Adjusted Income. Annual gross income less any adjustments permitted by Federal Regulations. See 24 CFR Part 5, Section 5.611.

Affiliated Individual. A spouse, parent, brother, sister, or child of that individual to whom that individual stands in loco parentis, or any individual, tenant, or lawful occupant living in the household of that individual.

Allowances. HUD approved deductions from annual gross income to determine adjusted income.

Annual Contributions Contract (ACC). A contract (in the form prescribed by HUD) for loans and contributions, which may be in the form of grants, whereby HUD agrees to provide financial assistance and the PHA agrees to comply with HUD requirements for the development and operation of a public housing complex, or to cover housing assistance payments and other expenses for tenant-based programs.

Annual Income. See Attachment. Defined in 24 CFR Part 5, Section 5.609.

Applicant or applicant family. A family that has applied for admission to a program, but is not yet a participant in the program.

Assets. See definition for Net Family Assets.

Asset Income. Income received from assets held by family members. If assets total more than \$5,000, income from the asset income and imputed asset income is counted in annual income.

Assisted Lease (or "Lease"). A written agreement between an owner and a family for the leasing of a unit by the owner to the family with assistance payments under a Housing Assistance Payments (HAP) contract between the owner and the PHA.

Child care expenses. Allowable deduction from annual gross income. See Attachment.

Ceiling Rent. Maximum rent determined and set by some PHAs.

Citizen. A citizen (by birth or naturalization) or national of the United States.

Community Service. The performance of voluntary work or duties

that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities.

Complex for elderly families. A complex for elderly families is a complex or portion of a complex to which regulations for housing assistance apply that was designated for occupancy by the elderly at its inception (and that has retained that character) or, although not so designated, for which the PHA gives preference in tenant selection (with HUD approval) for all units in the complex (or for a portion of the units in the complex) to elderly families.

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 (including Public Housing) when the family is admitted.

Contract Rent. The total amount of rent specified in the Housing Assistance Payment Contract as payable to the owner by the family and/or by the PHA on the family's behalf.

Cooperation Agreement. An agreement between a PHA and the applicable local governing body or bodies which assures exemption from real and personal property taxes, provides for local support and services for the development and operation of a public housing complex, and provides for PHA payments in lieu of taxes.

Covered Families. Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

Covered Person. Definition for drug-related criminal activity (see 24 CFR 5, subpart I, and parts 966 and 982). A tenant, any member of the tenant's household, a guest or another person under the tenant's control.

Credible Evidence. Evidence of drugs found in the dwelling unit, evidence which is tied to the drug activity, arrest warrant issued, drug raids, or arrest, or conviction for such activity.

Currently. Within the last three years.

Decent, safe and sanitary. Housing is decent, safe and sanitary if the requirements of the federal regulations are met.

Deductions. Federally mandated allowable deductions from annual gross income. See Attachment.

Delivery of Notice. All notices will be considered delivered when mailed by first class US mail or hand delivered to an adult member of the household. Delivery of 24 hour notices can be delivered as previously noted or posted conspicuously on the door of the residence.

Dependent. A member of the family household (excluding foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is 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. See Attachment.

Disabled Person. See Person with Disabilities.

Displaced Person. A person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of disaster declared or otherwise formally recognized under federal disaster relief laws.

Displacement by inaccessibility of unit. An applicant is involuntarily displaced by inaccessibility of a unit if:

(1) A member of the family has a mobility or other impairment that makes the person unable to use critical elements of the unit; and

(2) The owner is not legally obligated to make changes to the unit that would make critical elements accessible to the disabled person as a reasonable accommodation.

Displacement as a result of HUD disposition of units.

Involuntary displacement includes HUD disposition of multifamily rental housing complex under Section 203 of the Housing and Community Development Amendments of 1978.

Domicile. The legal residence of the household head or spouse as

determined in accordance with State and local law.

EO Plan. Equal Opportunity Housing Plan. The EO plan establishes PHA policies for implementing civil rights requirements.

Economic Self-sufficiency Program. Any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

Effective date. The effective date of an examination or reexamination refers to (a) in case of an examination for admission, the effective date of initial occupancy, and (b) in the case of reexamination of an existing resident, the effective date of the redetermined total tenant payment.

Elderly family. A family whose head or spouse (or sole member) is an elderly or disabled person. It may include two or more elderly or disabled persons living together, or one or more of these persons living with one or more live-in aides.

Elderly person. A person who is at least 62 years of age.

Extremely Low-income family. A family whose annual income does not exceed the higher of 30 percent of the median income for the area or the federal poverty level, as determined by HUD, with adjustments for smaller and larger families.

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. See periodic publication in the Federal Register in accordance with 24 CFR 888.

Family. Defined in 24 CFR 5. Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

(1) a single person, who may be an elderly person, displaced person, disabled person, near elderly person, or any other single person: or (2) a group of persons residing together, and such group includes, but not limited to: (a) a family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family); (b) an elderly family; (c) a near elderly family; (d) a disabled family; (e) a displaced family; and (f) the remaining member of a tenant family. See 24 CFR 5.403.

Family members. Any 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 (FSS) Program. A program established by a PHA within its jurisdiction to promote self-sufficiency among participating families, including the provision of supportive services to these families, as authorized by section 23 of the U.S. Housing Act of 1937.

Family unit size. The appropriate number of bedrooms for a family. Family unit size is determined by the PHA under the PHA occupancy standards or subsidy standards.

Flat Rent. A rent for Public Housing units as determined and set by PHAs that a family may choose to pay in lieu of an income-based rental amount.

Fraud. Intentionally providing false, incomplete or inaccurate information on an application, recertification form, or failure to report all sources of income received by the family.

Full-time student. A person who is carrying a subject load that is considered full-time under the standards and practices of the educational institution attended. An education institution includes a vocational training school with a diploma or certificate program, as well as an institution offering a college degree.

Gender identity means actual or perceived gender-related characteristics.

Gross rent. The total monthly cost of housing an eligible family, which is the sum of the contract rent and any utility allowance.

Guest. Definition for drug-related criminal activity (see 24 CFR

5, subpart I, and parts 882, 960, 966 and 982). A person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The requirements of parts 966 and 982 apply to a guest as so defined.

Handicapped person (This definition is to be used for purposes of maintaining nondiscrimination practices in program accessibility (see 24 CFR 8.3); see Person with Disability definition for purposes of defining disability).

Includes any person who has 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 impairment. This term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others. As used in this definition, the phrase:

(a) Physical or mental impairment includes:

(1) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive, genito-urinary, hemic and lymphatic skin; and endocrine; or

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

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

(c) Has a record of such means:

(1) Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation.

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

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

(See also definition for "Qualified individual with Handicap").

Head of Household. The head of household is the person who assumes legal and moral responsibility for the household.

Household. Definition for drug-related criminal activity (see 24 CFR 5, subpart I, and parts 882, 960, 966 and 982). The family and PHA-approved live-in aide.

Housing Assistance Payment ("HAP"). The payment made by the PHA to the owner of a unit under lease by an eligible family, as provided in the contract, in accordance with Federal Regulations. The payment is the difference between the contract rent and the tenant rent. An additional payment is made by the PHA to the family when the utility allowance is greater than the total tenant payment. In the case of a family renting only a manufactured home space, the HAP is determined in accordance with the Federal Regulations.

Housing Assistance Payment Contract. A written contract between the PHA and an owner for the purpose of providing housing assistance payments to the owner on behalf of an eligible family.

Housing Assistance Plan. A local housing assistance plan approved by the field office meeting the requirements of the community development block grant regulation (24 CFR 570) whether or not the unit of general local government submitting the plan is a participant in the block grant program.

Housing Quality Standards "HQS" . Program requirements for housing standards established by HUD and any variations established by the PHA and approved by HUD.

Imputed Asset. Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.

Imputed Asset Income. Calculation used when assets exceed \$5,000.00, e.g., HUD passbook rate x total cash value of assets.

Imputed Welfare Income. The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent. (See HUD regulations Section 5.615 (c) for determination requirements for imputed welfare income.)

Income Based Rent. An income based rent is a tenant rent that is based on the family's income and the PHA's rent policies for determination of such rents.

Incremental Units. The number of budgeted units minus any units for which HUD provided tenant-based program funding designated for families previously residing in housing with Section 8 project-based assistance.

INS. The U.S. Immigration and Naturalization Service.

Income Deductions. See Deductions Attachment.

Income limits. HUD established very low-income and low-income limits that are used to determine if assisted housing program applicants qualify for admission to HUD-assisted programs. These income limits are based on HUD estimates for area median family income (using Metropolitan Statistical Areas or Primary Metropolitan Statistical Areas as defined by the Office of Management and Budget (OMB), and the Bureau of the Census definition of family) with specific statutorily permissible adjustments. If the income limits based on this approach would be less than if based on the relevant State non-metropolitan median family income level, income limits are based on the State non-metropolitan family income level.

Landlord. Either the owner of the property or their representative or the managing agent as designated by the owner.

Lease. A written agreement between an owner (including a PHA) and a family for the leasing of a housing unit. Section 8 programs require an Addendum to the Lease (that contains mandatory language) if an owner's lease is used which must be incorporated into any lease or attached to the lease.

Live-in aide. A person who resides with an elderly person or

disabled person and who:

(1) Is determined by the PHA to be essential to the care and well-being of the person.

(2) Is not obligated for the support of the person.

(3) Would not be living in the unit except to provide necessary supportive services.

(4) Cannot be considered as a remaining family member.

Local preference. A preference used by the PHA to select among applicant families.

Low-income family. A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.

Major Life Activities. Functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

Medical expenses. Allowable deductions from annual gross income for certain types of program participants. See Attachment.

Mixed Family. A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

Monthly adjusted income. One-twelfth of adjusted annual income.

Monthly income. One-twelfth of annual income.

National. A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession, including Puerto Rico, the U.S. Virgin Islands, Guam, Canal Zone, etc.

Near. Within the geographical boundaries of the GHA's jurisdiction.

Near elderly family. A family whose head or spouse (or sole member) is at least 50 years of age but below the age of 62

years.

Net family assets. 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 the equity in a housing cooperative unit or in a manufactured home in which the family resides. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (In cases where a 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 under 24 CFR 5, Subpart F.) In determining net family assets, PHAs and Owners 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. See also definition for Imputed Asset and Imputed Income.

Noncitizen. A person who is neither a citizen nor a national of the United States, and is not eligible for housing assistance unless eligible immigration status has been provided (evidenced by supporting documentation) in one of the following categories:

(1) A noncitizen who has been lawfully admitted to the U.S. for permanent residence, as defined by the Immigration and Nationality Act as an immigrant (includes special agricultural workers who have been granted lawful temporary resident status).

(2) A noncitizen who entered the U.S. before January 1, 1972, or such later date as enacted by law, and who has continuously maintained residence in the U.S. since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as an exercise of discretion by the U.S. Attorney General.

(3) A noncitizen who is lawfully present in the U.S. pursuant to an admission under refugee status, asylum status, or as a result of being granted conditional entry because of persecution or fear of persecution on account of race, religion,

or political opinion or because of being uprooted by catastrophic national calamity.

(4) A noncitizen who is lawfully present in the U.S. as a result of an exercise of discretion by the U.S. Attorney General for emergent reasons or for reasons deemed strictly in the public interest under parole status.

(5) A noncitizen who is lawfully present in the U.S. as result of the Attorney General's withholding deportation for threat of life or freedom.

(6) A noncitizen lawfully admitted for temporary or permanent residence under amnesty (Section 245A of the INA).

Noncitizen Student. Housing Assistance (including continued assistance, prorated assistance or temporary deferral of termination of assistance) is prohibited to all noncitizen students (including spouses or minor children) who have a residence in a foreign country that the person has no intention of abandoning; are a bona fide student qualified to pursue a full course of study; and are admitted to the U.S. temporarily and solely for purposes of pursuing such a course of study, particularly designated by such person and continually approved by the U. S. Attorney General.

Occupancy standards. Standards established by a PHA to determine the appropriate number of bedrooms for families of different sizes and compositions. See definition of "family unit size."

Other Person Under the Tenant's Control. Definition for drug-related criminal activity (see 24 CFR 5, subpart I, and parts 882, 960, 966 and 982). See also definition of "covered" person. The person, although not staying as a guest (as defined herein) in the unit, is, or was at the time of the activity in question, on the premises (as premises is defined herein) because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control.

Owner. Any person or entity, including a cooperative, having the legal right to lease or sublease Existing Housing. See the Annual Contributions Contract for the types of prohibited or conflict of interest owners.

PHA. Public housing agency or authority. Also referred to as HA. A State, county, municipality or other governmental entity or public body authorized to administer the programs. The term "PHA" includes an Indian housing authority (IHA). "PHA" and "HA" mean the same thing.

PHA jurisdiction. The area in which the PHA is not barred and is legally permitted to operate under State law.

Participant. A family that has been admitted to the PHA's voucher program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the PHA for the family (first day of initial lease term).

Payment standard. In a voucher or over-FMR tenancy, the maximum subsidy payment for a family (before deducting the family contribution). For a voucher tenancy, the PHA sets a payment standard in the range from 90 to 110 percent of the current FMR/exception rent limit. For an over-FMR tenancy, the payment standard equals the current FMR/exception rent limit.

Person with Disability.

1. Means a person who:

(i) Has a disability as defined in section 223 of the Social Security Act (42 U.S.C. 423);

(ii) Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:

(A) Is expected to be of long-continued and indefinite duration;

(B) Substantially impedes his or her ability to live independently; and

(C) Is of such a nature that ability to live independently could be improved by more suitable housing conditions; or

(iii) has developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).

2. 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).

3. For purposes of qualifying for low income housing, does not include a person whose disability is based solely on any drug or alcohol dependence; and

4. Means "individual with handicaps", as defined in Section 8.3 of this title, for purposes of reasonable accommodation and program accessibility for persons with disabilities.

Permanent Replacement Housing. Housing that is decent, safe, and sanitary; that is adequate for the family size; and that the family is occupying pursuant to a lease or occupancy agreement. (This term is used in defining eligibility for involuntarily displaced persons who may have received shelter after being displaced and before receiving rental assistance).

Pre-adjustment Rent. Rent to an owner that does not include any previously approved special adjustments.

Premises. Definition for drug-related criminal activity (see 24 CFR 5, subpart I, and parts 960 and 966). The building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

Preponderance of Evidence. Evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is evidence which as a whole shows that the fact sought to be proved is more probable than not.

Qualified Individual with Handicap. (See 24 CFR Part 8.3). With respect to any non-employment program or activity which requires a person to perform services or to achieve a level of accomplishment, an individual with handicaps who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the Housing Authority can demonstrate would result in a fundamental alteration in its nature; or with respect to any other non-employment program or activity, an individual with handicaps who meets the essential eligibility requirements for participation in, or receipt of benefits from, that program or activity.

Ranking preference. A preference used by the PHA to select among applicant families that qualify for a preference.

Reasonable Rent. A rent to owner that is not more than either:

(1) Rent charged for comparable units in the private unassisted market; or

(2) Rent charged by the owner for a comparable assisted or unassisted unit in the building or premises.

Remaining Family Member. A member of a family listed on the lease who continues to live in an assisted unit after all other family members have left. Live-in-aid is specifically excluded from qualifying as a remaining member of the family unless their name has been included on the lease and any income included for rent calculation purposes. Any remaining family members that are minors must have an adult (over the age of 18 years) that qualifies under the selection criteria listed herein.

Rent. See Tenant Rent and Total Tenant Payment.

Rental voucher. Voucher.

Rental voucher program. Voucher program.

Residency preference. A PHA preference for admission of families that reside anywhere in a specified area, including families with a member who works or has been hired to work in the area ("residency preference area").

Residency preference area. The specified area where families must reside to qualify for a residency preference.

Sexual orientation means homosexuality, heterosexuality or bisexuality.

Single person. A person who lives alone or intends to live alone, and who does not qualify as an elderly family or displaced person or as the remaining member of a tenant family.

Special admission. Admission of an applicant that is not on the PHA waiting list or without considering the applicant's waiting list position.

Specified Welfare Benefit Reduction. (1) A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or

because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program. (2) "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency: (i) at expiration of a lifetime or other time limit on the payment of welfare benefits; (ii) because a family member is not able to obtain employment, even though the family member has complied with welfare economic self-sufficiency or work activities requirements; or (iii) because a family member has not complied with other welfare agency requirements. (See Imputed welfare income and HUD regulations Section 5.615 (c) for determination requirements for imputed welfare income.)

Spouse. Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It includes the partner in a common law marriage. It does not cover boyfriends, girlfriends, significant others, or "co-heads." "Co-head" is a term recognized by some HUD programs, but not by public and Indian housing programs.

Standard, permanent replacement housing. Decent, safe and sanitary housing, adequate for the family size, and housing that the family is occupying pursuant to a lease or occupancy agreement. Standard, permanent replacement housing does not include transient facilities (such a motels, hotels, or temporary shelters); or in cases of domestic violence, the housing unit in which the applicant, and the applicant's spouse or other member of the household who engages in such violence, live.

Tenant-based. Rental assistance that is not attached to the structure.

Tenant rent. The amount payable monthly by the family as rent to an owner (including a PHA). Where all utilities (except telephone) and other essential housing services are supplied by the PHA, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the PHA and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the utility allowance. Total tenant payment does not include charges for excess utility consumption or other miscellaneous charges.

Total Tenant Payment. Total income-based tenant payment shall be **the highest** of the following, rounded to the nearest dollar:

- (1) Thirty percent (30%) of the monthly adjusted income;
- (2) Ten percent (10%) of monthly income;
- (3) Minimum rent as set by PHA from \$0 to \$50.00;
- (4) Ceiling rent as set by PHA for Public Housing;

OR

- (5) Flat rent as set by PHA for Public Housing.

Unit. Dwelling unit.

United States Housing Act of 1937. (1937 Housing Act). The basic law that authorizes the public and Indian housing programs, and the Section 8 programs. (42 U.S.C. 1437 et seq.).

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 PHA or HUD, under 24 CFR 5, of the monthly cost of a reasonable consumption of such utilities and other services (excluding any allowance for air-conditioning as required by HUD) for the unit by an energy-conservation household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility reimbursement (URP). The amount, if any, by which the utility for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit. (This definition is not used in the Section 8 Voucher program, or for a public housing family that is paying a flat rent.)

Very low-income family. A family whose annual income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish very low-income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

Waiting list admission. An admission from the PHA waiting list.

Welfare assistance. Welfare or other payments to families or

individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments.

Work Activities. See definition at section 407(d) of the Social Security Act (42 U.S.C. 607(d)).

VII. FAIR HOUSING AND EQUAL OPPORTUNITY HOUSING POLICY

A. Fair Housing

In accordance with the following regulations, the PHA will not on account of race, color, creed, sex, disability status, familial status, national or ethnic origin, sexual orientation, or gender identity deny to any family the opportunity to apply or receive housing assistance. Selections will be made in accordance with the applicable requirements included herein.

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the implementing regulations 24 CFR Part 1 and Title VIII of the Civil Rights Act of 1968, as amended;

2. The Fair Housing Act (42 U.S.C. 3601-3619) and the implementing regulations at 24 CFR parts 100, 108, 109 and 110.

3. Executive Order 11063 on Equal Opportunity in Housing (1962), as amended, Executive Order 12259, 46 FR 1253 (1980), as amended, Executive Order 12892, 59 FR 2939 (1994) (implementing regulations at 24 CFR part 107).

4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations at 24 CFR Part 8;

5. The Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and the implementing regulations at 24 CFR Part 146; and

6. Title II of the Americans with Disabilities Act (42 U.S.C. 12101-12213) to the extent applicable.

Selections will be made in accordance with the selection criteria consistent with HUD's affirmative fair housing objectives and are included herein.

The PHA will post on the applicant/resident information bulletin board the telephone number for the HUD Office of Fair Housing and Equal Opportunity (FHEO) toll-free hotline - (800-424-8590).

B. Equal Opportunity Housing Plan

In addition to the Fair Housing and Equal Opportunity Housing efforts specifically indicated throughout this policy the PHA will affirmatively further fair housing goals and comply with equal opportunity requirements by the following actions:

1. By adoption of this policy, compliance by the Housing Authority with all fair housing and equal opportunity regulations and requirements, is certified.
2. Encouraging owners to make suitable units located outside areas of poverty or racial concentration available for leasing in the program to provide participants with the broadest geographical choice in selection.
3. Provide available information and assist any applicants and/or participants if they believe discrimination has occurred to include provision of a Housing Discrimination Complaint form (HUD-903).
4. Recruitment and equal opportunity employment practices will be utilized to attract and recruit qualified minority applicants for any vacancies.

C. Reasonable Accommodation

The PHA will include procedures in the application, reexamination, interview, and eviction process to ensure that applicants and/or participants are aware of their opportunity to request reasonable accommodations. Should any applicant or participant indicate the need for reasonable accommodations, the PHA will make available to them a Request for Reasonable Accommodation form. It is the policy of the PHA to make every effort possible to provide reasonable accommodations for persons with disabilities when such requests are reasonable, economically, financially and administratively feasible

The HA will utilize reasonable accommodations practices for any applications received by handicapped individuals especially those involving sight or hearing impaired applicants. The GHA will utilize the #711 system to accommodate those applicants/participants with speech or hearing impairments.

The HA will not remove names from the waiting list that

would violate the rights of a disabled, mobility impaired, or hearing impaired person. Reasonable accommodations for application or updates will be provided to disabled (mobility impaired or hearing impaired) applicants.

Any and all decisions granting or denying requests for reasonable accommodations will be in writing.

VIII. APPLICATIONS AND ELIGIBILITY

A. Applications

Applications must be made in person at the PHA's office on dates and times as posted or announced, unless the waiting list is closed. Accommodations for elderly or disabled (mobility or hearing impaired) individuals will be made, e.g., use of Power of Attorney authorizations.

Applications will be accepted from all applicants and names placed on the public housing waiting list and date and time of application. Applicants will be given general information concerning the housing assistance program at the initial application time. At the time that PHA is selecting applicants from the waiting list to receive assistance, applications will be updated, information verified to determine continued eligibility, and selections will be made based on the selection criteria outlined later in this Plan.

The PHA will utilize reasonable accommodations practices for any applications received by persons with disabilities especially those involving sight or hearing impaired applicants. A Telecommunication Device for the Deaf (TDD) will be made available for hearing impaired applicants.

Each applicant and adult members of the family will be screened and evaluated based on landlord references, credit record, police records, history of any drug-related or substance abuse, and suitability/ability to live in a public housing complex. See also Appendix AA of this Policy.

B. Citizenship/Eligible Immigration Status

To receive assistance, a family member must be a U.S. citizen or eligible immigrant. Eligible immigrants are persons who are in one of the immigrant categories specified by HUD. Every family member must provide sufficient information to enable the

Authority to determine citizenship or eligible immigration status in accordance with HUD regulations. Citizens may certify to their status, but the GHA is required to verify through the United States Citizenship and Immigration Service (USCIS) the status of all persons claiming to be eligible immigrants. The status of each member of the family is considered individually before the family's status is defined for this reason. A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are "mixed families" and assistance is pro-rated by dividing the number of eligible members by the total numbers of members.

For this eligibility requirement only, the applicant is entitled to a hearing if they are denied housing assistance based on their citizenship status.

C. Eligibility Requirements

1. Applicants must be a citizen or national of the U.S. or an eligible, qualified noncitizen (see Definitions, Section V of this plan) in accordance with HUD Regulations. Program participants must be income eligible based on gross income (see Attachment 1 for income inclusions and exclusions) that is below HUD's published extremely low, very-low or low income limits.

2. PHAs with fewer than 250 total public housing units may, if there are no eligible families on the waiting list and after advertising (30 day notice), offer units to families above applicable income limits.

3. The PHA will determine the income eligibility by comparing the family's annual gross income to the HUD-established very-low or low income limit for the area. The applicable income limit for selection purposes is the highest income limit for the family unit size for the areas in the housing authority's jurisdiction.

4. Head-of-Household applicants must be 18 years of age or older to be eligible for assistance.

5. Past participants in the Section 8 program and/or former Public Housing residents of any PHA who failed to satisfy

liability to a PHA for unpaid rent or damages, or any past participant in any Federal program that has committed any fraud will be considered ineligible for housing assistance for three (3) years from the date the liability is paid in full. The PHA reserves the right to deny housing assistance to any applicant because of any negative actions during a previous tenancy. Any participant/family or family member that has been evicted/lease terminated or had assistance terminated from public housing or Section 8 within the last three (3) years is ineligible for assistance.

6. See Appendix AA of this Policy for ineligibility as result of crime, drugs and the PHA's One-Strike Policy.

7. A record of poor living or household habits.

8. Credit history including unpaid utility bills or damage claims to other landlords (denial of eligibility will be determined if credit record indicates paying 40% or more with current monthly obligations, not including rent and utilities).

9. Family Composition: Family. A person or group of persons, as determined by the PHA consistent with 24 CFR 5.403, approved to reside in a unit with assistance under the program.

a. A family may be a single person or a group of persons consisting of two or more elderly persons or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in-aides is a family. Family is also defined as one or more persons, one of whom shall be an adult (age 18 or older) who will live together regularly in the unit (including foster children), or persons who can verify a stable relationship, e.g., common law marriages as recognized by the State of South Carolina, or a relationship that has existed for a reasonable period of time (one year or more).

b. A family includes a family with a child or children.

c. A single person may be:

i. An elderly person.

ii. A displaced person.

iii. A disabled person.

iv. A single, pregnant female.
(physician certification may be required)

v. Any other single person.

d. Dependents must meet the HUD definition of dependent, have evidence of the family's residence as their legal residence, and/or in cases where the head-of-household is in the process of obtaining custody and/or adopting an individual under the age of 18, guardianship documentation or evidence of reasonable likelihood of success must be provided. Copies of tax returns that indicate the "claiming" of a dependent may be required. A child who is temporarily (less than 90 days) away from the home because of placement in foster care is considered a member of the family. In cases of joint custody arrangements, the child/children can be considered a member of the family if the applicant or family has continuous custody for more than six (6) months of the year.

e. A family may be remaining family members provided that the person(s) are not minors, that the children have not been removed from the home because of abuse or neglect, that the resuming Head of Household was not the perpetrator of spousal abuse, and that the resuming Head-of-household meets the PHA selection criteria and would be a responsible participant of the program. This includes a single female whose pregnancy is terminated after admission. Any remaining family members that are minors must have an adult (over the age of 18 years) that qualifies under the selection criteria listed herein and the adult must provide legal guardianship documentation in order to be designated as a Head-of-household. This determination shall be made at the discretion of management and will be made based on the history of responsible participation in the program. A temporary Head-of-household designation can in no way be construed as a permanent Head-of-household.

10. Eligibility screening may include, when deemed necessary, an applicant's capability of living independently and abiding by the terms of the lease as determined by the PHA (taking into consideration any resources available in support of the applicant family).

IX. WAITING LIST ADMINISTRATION, VERIFICATION REQUIREMENTS,
AND INELIGIBILITY/DENIALS

A. Waiting List Administration

1. The PHA must select participants in accordance with this policy, adhere to the Fair Housing and Equal Opportunity regulations, and meet HUD targeting and de-concentration requirements. The waiting list must contain the following for each applicant: Applicant name; City and/or County designation; family unit size (number of bedrooms for which family qualifies under PHA occupancy standards); date and time of application; qualification for any preference; and racial or ethnic designation of the head of household.

2. The waiting lists will be updated periodically and names will be removed from the waiting list for failure to respond to requests for information, application updates (failure to notify the PHA of a change of address), or if correspondence is returned from the Post Office. If the applicant did not notify the PHA of a move as required, the PHA will not be responsible for the applicant's failure to receive the updated request. If the letter is returned by the Post Office with a forwarding address noted, the PHA will resend the letter. Applicants will be given five (5) working days to return the notice of continued interest.

The PHA will utilize reasonable accommodations practices for any applications received by handicapped individuals. The PHA will not remove names from the waiting list that would violate the rights of a disabled, mobility impaired, or hearing impaired person.

3. The PHA will maintain its waiting lists according to bedroom sizes and the order of admission from the waiting list will be based on family size or the unit size for which the family qualified under the PHA occupancy policy. Selections will be made as indicated in Section X of this plan. Should the PHA receive funding for a specified category of families, the PHA must select applicant families in the specified category.

4. A separate waiting list will be maintained for Public Housing and the Section 8 program. If the waiting list for the Section 8 or Public Housing program is open, applicants must be offered the opportunity to have their name placed on either list. The PHA will not remove the applicants' name from

other waiting lists unless the applicant has made a request to remove their name (in writing), or in the event of failure to respond as indicated above).

5. The waiting list may be closed to new applications when it is determined that there is an adequate pool of applicants and is so large that the applicants are not likely to be housed in a reasonable length of time (more than one year).

6. Reopening of the waiting list will be by public notice in a local newspaper of general circulation and minority media indicating that families may apply for housing assistance. The notice will comply with the HUD-approved Equal Opportunity plan and with HUD Fair Housing requirements (will include notice for persons with disabilities in plain language and indicate the telecommunications device telephone number). The notice will state any limitations on who may apply for available slots in the program. The PHA may advertise for specific types of applicants such as those qualifying for a preference and may include in the advertisement that applications from others (not in these categories) will not be accepted.

B. Verification Requirements

1. Verification sources may include State and Federal wage collection agencies, employers, state welfare agencies or independent wage collection agencies such as the Work Number. Verification forms will be sent by mail, fax or other electronic means to the appropriate third party with a request that the form be returned in the same manner as requested by the PHA. In the event that the verification is not possible due to an unwillingness by the source to respond or that the information is not returned within a four week period, a notation to the file must be made and the staff must obtain third party oral verification or such other means available. The GHA will not verify fully excluded income unless the verification is needed for some other action. Partially excluded income will be verified.

2. The PHA will make every attempt not to utilize verifications that are greater than 120 days old.

3. Social Security number verifications are mandatory for all program participants. Acceptable verification includes: valid social security cards; an identification card issued by a Federal, State or local agency, employer; medical insurance agency; earning statements from employment; IRS form 1099; or benefit award letters from government agencies. See Section V in

the event of failure to provide requested SSN verification.

4. Copies of birth certificates or other documentation as designated by the PHA for all family members must be made available. Certification of citizenship forms must be executed by participants of the program.

C. Ineligibility and Denial of Assistance

The application will be reviewed and any ineligible applicants will be promptly notified in writing. The notice will provide the reason for the decision and an opportunity to request an informal review of the decision as specified in this plan.

Past participants in the Section 8 program and/or former Public Housing resident of any PHA who failed to satisfy liability to a PHA for unpaid rent, damages, utilities, or any other charges or any past participant that has committed fraud will be considered ineligible for housing assistance for three (3) years from the date the liability is paid in full. Three years after payment in full, the family may be considered for admission.

Past participants of any PHA's Public Housing program that failed to comply with the HUD mandated Community Service requirement and terminated tenancy, voluntarily or involuntarily, with a balance of community service hours unperformed, may be denied assistance until all due community service hours are doubled and completed per the PHA Community Service Policy. After completion of this requirement, the family may be considered for admission.

The PHA reserves the right to deny housing assistance to any applicant because of any negative actions during a previous tenancy. Any participant/family or family member that has been evicted/lease terminated or had assistance terminated from public housing or Section 8 within the last three (3) years is ineligible for assistance.

Persons with disabilities will be informed of the reasons for rejections and/or terminations of assistance and will be informed in "plain" language of an opportunity to claim mitigating circumstances. The PHA retains the right to require additional information reasonably needed to verify such mitigating circumstances, and refer such information to persons qualified to evaluate evidence and verify the mitigating circumstances. Such inquiries will be limited to the information necessary to verify a reasonable accommodation.

1. See Appendix AA of this Policy for ineligibility as result of crime, drugs and the PHA's One-Strike Policy.

2. A record of poor living or household habits.

3. Any other activity that could adversely affect the safety and welfare of other public housing residents.

4. Credit history including unpaid utility bills or damage claims to other landlords (denial of eligibility will be determined if credit record indicates paying 40% or more with current monthly obligations, not including rent and utilities).

5. Any misrepresentation of applicant information will be considered grounds for denial of program participation or termination of assistance.

6. Any applicant who is a registered lifetime offender in the State of South Carolina or any other state where the applicant has lived. (Dru Sjodin Site)

X. SELECTIONS AND EXCEPTIONS

Selections will be made in a non-discriminatory manner to assure a broad range of incomes and meet HUD's deconcentration requirements within each community, meet HUD's targeting requirements, maintain the financial stability of the community, promote the health, safety and welfare of other residents, and avoid concentration of the most economically deprived families.

The PHA will not reject an applicant because of any disability or for any reason that could be overcome by reasonable accommodation of the applicant's disability. The PHA retains the right to reject applicants if with the provisions of reasonable accommodations, essential program requirements cannot be met. Reasonable accommodation may not cause undue financial and/or administrative burdens or require an alteration in the fundamental nature of the PHA's housing units. In the event that some form of service (not available to other residents) is necessary for compliance with the lease, the applicant/family with the disability will be required to provide documentation that the service will be provided by others at no cost to the PHA.

The PHA will utilize Plan "A" (one offer plan) in offering a suitable unit to an applicant family. Units at the location containing the most vacancies will be offered. If the first

offer is refused, the applicant's name will be dropped from the waiting list. Exceptions to the one-offer policy may be made by the Executive Director in extenuating circumstances that would result in a hardship to the applicant and/or family.

Once an offer has been made by telephone, a family will be given no more than two (2) days in which to accept or reject the offer. Upon offer of an apartment by mail, the applicant shall have five (5) business days to respond. Acceptance of a unit will be determined by the family paying the utility deposits, initial security deposit and rent. The PHA may grant additional time to pay a security deposit in unusual circumstances.

A. Selections

Offers for housing assistance will be taken from the waiting list as follows based on the priority order and having the oldest date and time of application (* see below):

(1) Applicants that have a local preference as designated by the PHA in either of the following categories:

- Applicants in need of emergency housing such as displaced by government action, natural disasters or fire provided the fire was not the result of some deliberate action of one of the family members.
- Working * applicants that live in the jurisdiction of the HA.
- Non-working applicants who live in the jurisdiction of the HA.
- Working * applicants who do not live in the jurisdiction of the HA.
- Single applicants that are elderly, disabled or displaced over other single applicants.

(2) All others.

*** The PHA defines working families to include applicant households whose head and spouse, or sole member is age 62 or older or meets the definition of a "person with disabilities" or is receiving social security disability benefits, supplemental security income, disability benefits, or any other payment based on**

the individuals inability to work. Working families also include applicant households whose head, spouse or any member over 18 years of age that have been continuously employed for a period of six (6) months and working a minimum of 16 hours a week at the time of screening with wages being reported to Federal and/or State wage collection agencies such as the Internal Revenue Service via W-2 or 1099 or S.C. Employment Securities Commission.

B. Exceptions to the Order of Selection:

The PHA reserves the right to offer special incentives and/or skip applicants in a non-discriminatory manner in order to meet HUD's mandated targeting and deconcentration requirements for selection purposes or in the event that the Housing Authority is unable to maintain financial stability.

Applicants will be notified should the applicant be found to be ineligible for assistance, variance in the determination of bedroom size as indicated on the original application, or misrepresentation on the application. Applicants will be notified in writing of such determinations and given the opportunity to request an informal hearing.

XI. APPLICATION UPDATES, OCCUPANCY STANDARDS, INCOME INCLUSIONS/DEDUCTIONS, INCOME CALCULATIONS, AND LEASE-UP

A. Application Updates:

Applicants will be given a written notice as their name nears the top of the waiting list to submit updated information and indicate their continued interest in public housing. If the updated information request is not returned within fourteen (14) days, the applicant's name will be dropped from the waiting list and other selections will be made.

B. Occupancy standard/unit size will be determined at the time of enrollment based on the following criteria:

1. The smallest unit size consistent with program requirements and Housing Quality Standards to avoid under or over occupied units unless the PHA has significant vacancies in one or more communities.

2. The bedroom size assigned will not require more than two persons to occupy the same bedroom.

3. The PHA shall make every attempt to assign persons of different sex and generation (over the age of 6) separate

bedrooms (other than husband and wife).

4. The PHA shall make every attempt not to require children to share a bedroom with a single parent.

5. Selection preference will be granted to elderly or disabled applicants for vacancies in housing designated for elderly or disabled families.

6. Bedroom size assignments may be made in accordance with HUD guidelines as follows:

No. of Bedrooms	Minimum Person(s)	Maximum Person(s)*
0	1	2
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

Exceptions to these standards will be permitted only for situations involving live-in-aids, physician orders for separate bedrooms because of health problems, or permitted circumstances of family members temporarily away from the housing unit. The PHA reserves the right to approve or disapprove such accommodations that may lead to unsafe or overcrowded conditions. The PHA also reserves the right to assign only participants who qualify as elderly to units designated as elderly units.

The PHA reserves the right to waive any provision of this policy to meet emergency or hardship conditions, and such exceptions shall not be related to race, color, creed, sex, disability status, familial status or national origin.

C. Income Inclusions, Exclusions and Deductions

Income inclusions, exclusions and deductions (as required and permitted by Federal Regulations) for rent calculation purposes are set forth in Attachment 1 of this plan.

NOTE: Families whose welfare assistance is reduced specifically because of fraud or failure to participate in an economic self-sufficiency program or comply with a work activities requirement will not have their rent reduced based on the welfare benefit reduction (excludes persons that benefit is reduced due to a lifetime limit or where a family has complied with program requirements but cannot obtain employment). The PHA will obtain verification of such benefit

reduction from the welfare agency. See 24 CFR 5.615 for specific HUD instructions on necessary calculations of imputed welfare income and specified welfare benefit reductions.

Total tenant payment (gross family contribution) for rent will be in accordance with Federal Regulations, as follows:

Flat rent as set by the PHA (NOTE: No utility reimbursement is given for families choosing flat rents);

Ceiling rent as set by the PHA (with adjustments for utility allowances);

OR

Income based rents for a total tenant payment (based on income) to be the highest of the following, rounded to the nearest dollar:

- (1) Thirty percent (30%) of the monthly adjusted income; or
- (2) Ten percent (10%) of monthly income; or
- (3) Minimum rent, if applicable and set by the PHA (indicated on the attached Total Tenant Payment Schedule). See also provisions for **Minimum Rent Exceptions** * indicated below.

* MINIMUM RENT EXCEPTION (IF APPLICABLE)

Statutory provisions, Section 507:3(a)(3)(B) of the QHWRA, provide the following exceptions to the minimum rent requirements:

1. A family may request an exception (which must include reasonable documentation) to the minimum rent based upon temporary financial hardship due to the following circumstances:

- A. The family has lost eligibility for or is awaiting an eligibility determination for a Federal, State, or local assistance program;
- B. The family would be evicted as a result of the imposition of the minimum rent requirement;
- C. The income of the family has decreased because of changed circumstance, including loss of employment;
- D. A death in the family has occurred; and
- E. Other circumstances determined by the HA or HUD.

2. The HA shall immediately suspend or discontinue the family's requirement for payment of a minimum rent upon the family's request for hardship exemption and the suspension shall continue until a determination is made on whether the hardship exists and/or if the hardship is **temporary or long-term**.

3. If the HA determines that the hardship is **temporary**, the minimum rent remains imposed (including back payment for minimum rent from the time of suspension).

4. Should a family request and qualify for such exception after October 21, 1998 and the financial hardship occurred prior to adoption of this policy, the HA will reimburse the resident by providing a refund or otherwise offset future rent payments.

5. Should the HA determine that there is no hardship, a minimum rent is imposed retroactively to the time of the suspension. The HA must offer a reasonable repayment agreement for any back-payment due by the family. The family cannot be evicted for nonpayment during the 90-day period commencing on the date of the family's request for exemption of minimum rent in excess of the tenant rent otherwise payable.

D. Income Calculations

For families that have chosen income based rents, income will be based on the anticipated total income from all sources (unless indicated on the Income Exclusions Attachment to this Policy) including net income derived from assets (actual and/or imputed) received by the participant family for the 12-month period following the effective date of initial determination or re-examination/re-certification.

In the event that it is not feasible to anticipate income for a 12-month period, the PHA may use the annualized income anticipated for a shorter period of time, or in the event an anticipated amount cannot be determined (such as for temporary or seasonal employees) the income can be determined by using the previous 12-month period.

E. Lease-Up

Leasing appointments will be scheduled and applicants will be notified of the date and time. Should the applicant notify the PHA of their inability to be present at the enrollment session, the PHA will provide a rescheduled time; however, failure of such notification on the part of the applicant will result in removal of their name from the waiting list. As indicated in Section IX, Waiting List Administration, applicant names will be removed from the waiting list for failure to notify the PHA of a change of address.

All information including income, income from assets, eligible deductions, family composition, preference status (if applicable), and other screening information will be verified and reviewed prior to scheduling the briefing and enrollment

appointment.

All applicants will execute and be given a Federal Privacy Act Notice. The information provided will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the requested information may result in a delay or rejection of eligibility approval.

XII. INSPECTIONS, HOUSING QUALITY STANDARDS, MAINTENANCE CHARGES

All housing units must have a move-in, move-out and at least an annual inspection. Units must pass the PHAS Uniform Physical Inspection criteria as set forth in the Federal Regulations.

A. Inspection Schedule

The frequency of inspections will be determined as follows:

1. Annual inspection - acceptable housekeeping and no abuse problems.

2. Semi-annual inspection - some housekeeping problems and minor abuse of unit.

3. Quarterly inspection - poor housekeeping and significant abuse of unit.

The maintenance department will maintain three master lists for inspections and will generate letters for inspections:

List A - annual inspections, move-ins and move-outs

List B - semi-annual inspections

List C - quarterly inspections

Notices of inspection letters will specify a range of up to one week as to the inspection date. Inspections will be conducted by a representative from maintenance and/or management. The resident, if available, will be required to sign the completed inspection form and a copy will be provided. The inspectors must indicate on the form when a resident was not available for signature.

B. Move-in and Move-out Inspections

Move-in and move-out inspections will be conducted in the presence of the resident (when possible). Residents will be required to sign the move-in or move-out inspection form.

C. Inspection Failures

Failed inspections due to poor housekeeping or resident abuse will require the following notices:

First inspection and notice - failed inspection items, fourteen days to correct, and date of reinspection. Failure to correct deficiencies may result in lease termination.

Second reinspection and notice -failed inspection items, notice of an in-home conference date. A reinspection date will be given at the time of in-home conference.

Third reinspection and notice - thirty (30) day notice to vacate.

D. Resident Abuse, Damages and Maintenance Charges

In the event of resident abuse to a unit, repairs will be made by maintenance and charges assessed to the resident according to the tenant charge schedule. When abuse is evident, a resident may be required to attend a scheduled conference in order to prevent lease termination.

An installment agreement for payment of the charges may be allowed with payment arrangements not to exceed ninety (90) days and as approved by Management. Charges from a move-out inspection will be deducted from the resident's security deposit as indicated in Section XIII. Repeated abuse will result in lease termination regardless of payment.

E. Special Inspections

Special inspections may be scheduled by management if there are circumstances that warrant an inspection, i.e., excessively dirty unit during a routine work-order or pest control services, etc. Adequate notice of the inspection will be provided and the procedures set forth in this Section will be followed.

XIII. LEASES, SECURITY DEPOSITS, UTILITIES AND RESIDENT-OWNED
BUSINESSES IN UNITS

A. Lease:

The PHA maintains a standard form lease and resident rules and regulations which must be executed prior to move-in. The lease must contain the names of all members of the household and shall be signed by the head-of-household and spouse (if applicable).

New leases must be executed for all unit transfers. Notices of rent adjustment will be attached to the lease as rental changes are made. An amendment/rider or a new lease must be executed for all other changes to tenant status except for rent adjustments.

Schedules of special charges for services, maintenance repairs, utilities, and rules and regulations will be posted on the applicant/resident bulletin board. These schedules may be amended from time to time with at least thirty (30) days notice to the residents by either posting on the bulletin board or mailed directly to each resident. An opportunity for resident comment will be provided.

B. Security Deposits

Each family/program participant is required to pay a security deposit as determined by the PHA and set forth in the Lease. Security deposits must be paid by the resident(s) prior to occupancy.

Any interest earned on security deposits held by the PHA will not be distributed to residents vacating public housing units.

Security deposits will be returned to the tenant after move-out if the following conditions are met:

1. There are no unpaid rents, damages or other charges (beyond normal wear and tear) assessed and owed to the PHA by the family.

2. The apartment, equipment and yard have been left in clean and all trash and debris have been removed.

3. All keys issued to the family are turned in to Management upon vacating the apartment.

4. That resident, at the end of the initial 12-month lease term or at the end of any 12-month renewal term thereof, has given Management a written fifteen (15) day notice to vacate the unit. Any security deposit amount paid by the resident will be forfeited unless the required notice to vacate is provided to Management or if notice to vacate is given at any time other than at the end of the lease term.

C. Utilities.

Residents are required to pay utility bills and utilities must be on at all times. The PHA will review annually and update, as necessary, a utility allowance schedule to be used for computing utility allowances for families under an income-based or ceiling rent.

Families that have chosen a flat rent will not be given a utility reimbursement in accordance with HUD regulations.

D. Resident Business Operation in Public Housing Units

Residents must request, in writing to the PHA, prior approval to operate a business in a Public Housing leased unit. The request must include a detailed summary of the business activities (to include estimated traffic of clientele), license requirements (business, health, etc.), zoning ordinances, and utility consumption. The PHA reserves the right to approve or disapprove any business proposal that could cause damage to the unit, affect the PHA's insurance coverage, interfere with or cause disturbances with the residential community, or in any way affect the health, safety, or right to peaceful enjoyment of the premises by other residents.

If a business is approved, the resident must agree to the base rate for utility consumption and will be responsible for excess utilities (total consumption minus hours of operation). Additionally, the resident must provide evidence of liability insurance coverage.

XIV. RENT COLLECTION POLICY AND PROCEDURES

It is the policy of the PHA to require all residents to make prompt payment of all amounts due under the lease agreement. The resident's failure to pay all or any portion of the amount due shall constitute grounds for termination of the resident's lease.

A. Payment

Payments may be made by check or money order (payable to the PHA) and may be mailed to the PHA. Payments in cash may not be mailed. The postmark date of the mail will be considered the receipt date of the payment. No third-party, personal checks will be cashed or accepted.

Residents may make payments in person at the Main office at specific times as posted.

B. Late Payment and Charges

The PHA lease sets forth the resident's rent, other charges that might become due and late payment/penalty if rent is not made in full. In all cases of late payment, prompt action will be taken to enforce collection, including legal action if necessary. The PHA may terminate the rental agreement if not paid and the lease constitutes written notice in conspicuous language of the PHA's intention to terminate.

In the event legal action is taken for collection purposes, any court costs and/or bank charges for checks returned for insufficient funds will be charged to the family.

Personal checks will not be accepted by the PHA from any resident after the second incident of a bad check or after legal action for collection has begun.

C. Payment Disputes

Should a resident have a dispute over an amount due for rent or other charges indicated on the monthly statement, the resident must notify the PHA in writing prior to the seventh (7th) day of the month. A dispute does not excuse the resident from making timely payment and will not avoid the imposition of a late charge (see also Grievance Policy). Any part of the amount due which is not subject to dispute must be paid in a timely manner to avoid any additional administrative charges.

D. Partial Payments

Partial payments of undisputed rent are not generally accepted. The PHA may in extenuating circumstances allow partial payment of rent or grant an extension for payment of rent. If a payment is accepted by the PHA in an amount less than the full

amount due for maintenance charges, late fees, etc., such payment shall be first credited to rent and the remaining amount, if any, applies to charges other than rent.

E. Deferred Payments

The PHA may grant the privilege of paying installment payments for a time period to be determined by the PHA for payment of retroactive rent, large repair bills, or for other circumstances that are approved by the Executive Director.

F. Habitual Late Payments and Failure to Maintain Utilities

Any resident receiving four warrants in any twelve month period during the term of the lease will be determined to be a repeated violation of the lease and may result in termination of the lease and ejection action.

Any resident whose utilities are disconnected more than two times during the term of the lease will be considered repeat violators of the lease and may result in the termination of the lease and ejection action.

G. Notice of Termination of Lease and Eviction Procedures

Residents who fail to make full payment of the amount due on or before the first (1st) day of the month will be subject to the following procedures:

1. On the 2nd day of the month, the resident will be given a fourteen (14) day notice of termination of the lease. This notice is incorporated in the dwelling lease in conspicuous language. If the rent is not paid after 14 days, the lease is terminated.

2. After the 14 day period, a Notice to Show Cause will be filed in the local Magistrate's Court, to include all unpaid rent and other charges.

3. After the Notice to Show Cause is served, a Writ of Ejectment is processed by the local Magistrate's Court for all unsettled amounts.

4. After the Writ of Ejectment is served, arrangements will be made with the Sheriff's office to set out the resident.

H. Reinstatement of Lease

A lease which has been terminated as a result of the failure of the resident to make timely payments of the amount due may be reinstated in the event of extenuating circumstances and if all amounts are paid in full (including all late charges and court costs). The decision to reinstate any lease is a matter solely within the discretion of the PHA and is not the automatic right of any resident under any circumstances.

I. Balances due by Vacated Residents

Any amounts that are not paid by residents who terminate their lease or their lease has been terminated by the PHA and leave unpaid balances will have thirty (30) days from the date of the Statement of Security Deposit Settlement to pay amounts due or make arrangements for payment. Accounts will be turned over to the State Department of Revenue and may be turned over to an Attorney for collection after the thirty (30) day period.

XV. TERMS AND CONDITIONS OF CONTINUED OCCUPANCY

As a part of continued occupancy in Public Housing, in addition to complying with the terms and conditions of the Regulations, the Lease and this Occupancy Policy, each adult Public Housing member of a family, unless exempted by the PHA and HUD Regulations, must contribute eight (8) hours per month of voluntary community service or participate in an economic self-sufficiency program for eight (8) hours per month. Failure to comply with this service requirement is grounds for nonrenewal of the lease at the end of the twelve month lease term.

Exempt individuals from such community service are as follows:

- (1) An adult that is 62 years or older;
- (2) An adult that is blind or disabled individual as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. 416 (i)(1); 1382c), and who certifies that because of this disability she or he is unable to comply with the service provisions; or is the primary caretaker of such individual;
- (3) An adult who is engaged in work activities (see definitions);

(4) Meets the requirements for being exempted from having to engage in a community work activity under the State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.) or under any other welfare program of the State, including a State-administered welfare-to-work program; or

(5) An adult member of a family receiving assistance, benefits or services under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.) or under any other welfare program of the State, including a State-administered welfare-to-work program, and has not been found by the State or other administering entity to be in noncompliance with such a program.

The PHA must provide a written notice to the family on any noncompliance with the community service requirements. Such notice must describe the noncompliance and indicate nonrenewal of the lease at the end of the twelve month lease term. The PHA must permit any adult family member to enter into a written agreement with the PHA, in the form and manner required by the PHA, to cure such noncompliance. Should the family not cure the noncompliance in accordance with the agreement; the PHA will again notify the family of nonrenewal of the lease, unless the family can provide written assurance satisfactory to the PHA that the family member no longer resides in the unit.

All notices must contain language that the family may request a grievance hearing on any PHA determination and may exercise any available judicial remedy.

XVI. TERMINATIONS OF ASSISTANCE

The tenant may terminate the lease by providing the PHA with fifteen (15) days written notice as defined in the lease.

Termination of assistance may occur for serious or repeated violations of the lease or failure to fulfill the Tenant's obligations set forth in the lease, violations of HUD's "**One Strike, You're Out**" procedures (see Appendix AA of this Policy), or for other good cause. Grounds for termination of assistance may include but are not limited to the following:

- a. Action or inaction by the participating family or violation of family obligations under the lease, rules, and/or regulations to include failure to report any and all changes in family composition and family income within ten (10) days of the change.

b. If a family member has committed any fraud or has made willful misrepresentations in income, assets, or family composition in connection with any federally housing assistance program.

c. The family has violated any participant obligation or breached any agreement such as vacating a unit without notice requirements and/or failure to reimburse any PHA for amounts owed to a PHA under any housing assistance program.

d. See Appendix "A" of this Policy for ineligibility as result of crime, drugs and the PHA's One-Strike Policy.

e. Failure to continuously occupy the unit under lease for more than 30 consecutive days (no member of the family listed in the lease is residing in the unit) unless prior written approval has been given by GHA management. In extenuating circumstances, a written request may be made to the GHA to exceed 30 days. The family must supply any documentation required by the GHA to support the absence. In no case shall the family be permitted to be absent from the unit for a period of more than 180 consecutive days.

f. Allowing any unauthorized person(s) to live in an assisted unit beyond a visitor period (subject to PHA approval) not to exceed 14 days in a 12-month period or allowing unauthorized person(s) to use the unit address for mailing purposes, legal documents, telephone listings, furniture rental agreements, utility billings, etc.

g. Failure of any participating family member, or guest under the family's control, to conduct themselves in a manner that would not adversely affect the decent, safe, and sanitary requirements of the program or hinder the peaceful enjoyment by other area residents or employees of the PHA.

h. Failure to comply with the voluntary community service requirements. Termination of the Lease must not occur during the course of twelve month lease term, but occur in the non-renewal of the lease at the end of its lease term.

- i. Engage in any abusive or violent behavior or make threats of any abusive or violent behavior towards any PHA employee or any other resident.

All housing terminations will be made in accordance with the Federal Regulations, State and local laws, and the PHA's Grievance Policy.

XVII. RECERTIFICATIONS, TYPES OF RENT, INTERIM CHANGES, AND LIMITATIONS ON HOUSEHOLD SIZE

A. Recertifications/Reexaminations

Families may choose, at annual recertification, to have their rent based on income or the PHA's flat rent (or ceiling rent, if applicable). Families must be given sufficient written information by the PHA to be able to make an "informed choice" of rental methods. Sufficient information must include the following:

1. The PHA's policy on switching type of rent in circumstances of financial hardship;
2. The dollar amounts of tenant rent under each option. If a family chose flat rent for a previous year, the PHA must provide the family with the amount of the income-based rent for the subsequent year if the rent was based on income or if the family specifically requests the information.

An appointment for recertification will be given. If participants fail to keep a scheduled appointment, a work-in schedule will be available. Failure to keep scheduled appointments to recertify will be deemed as inaction by the participating family and a violation of the family's obligations and is grounds for termination of assistance, unless the family can provide written evidence of an emergency that caused the missed appointment.

Families will be provided with a "Lease Adjustment" form at the end of the reexamination that will indicate changes in rent.

The PHA must determine compliance with community service and self-sufficiency requirements once each twelve (12) months for all families that have nonexempt individuals.

B. Types of Rent

1. Income-based Rent

Income based rent is calculated based on income of the family from all sources (see Attachment to this Policy for Income Inclusions, Exclusions, and Deductions). All families that have chosen to be on income-based rent or a ceiling rent (if applicable for the PHA) must be recertified at least annually or more often as required by the PHA.

2. Flat Rent

The GHA will set its flat rents, as required by HUD, at 80% of the HUD determined Fair Market Rents minus the applicable, GHA Board approved utility allowances. These flat rents will apply to and be effective for all new admissions. Current tenants paying flat rent will have their rents increased at their regularly scheduled annual re-certification. Rents will increase by 35% or less annually until they reach the current, applicable flat rent.

Families that have chosen flat rents must have family composition reexamined at least annually, and must have income reexamined at least once every three years. The PHA may choose to reexamine income more than once every three years if the PHA deems it necessary for any reason.

Families that indicate a financial hardship may request to be reexamined and return to income-based rent at any time during the three year period. The PHA must immediately allow the family to be placed on income-based rent and the PHA shall make the rent determination within a reasonable time after the family makes the request. The family may not return to a flat rent until the next regular reexamination period for the family.

The PHA defines a "financial hardship" as follows:

1. The family has experienced a decrease in income because of changed circumstances, including loss or reduction of employment, death in the family/loss of a family member, or reduction in or loss of earnings or other assistance;

2. The family has experienced an increase in expenses because of changed circumstances, for medical costs, child care, transportation, education, or similar items;

3. Such other situations of financial hardship as determined by the PHA.

C. Interim Changes

A family may request in interim reexamination of family income or composition because of any changes since the last determination. The PHA must make the interim reexamination within a reasonable time after the family request.

Families, regardless of the method of rent chosen, must report all changes in family income (except regular increases in wages at the same job or periodic increase in government benefits), any additions or deletions of household members, and deduction changes (such as child care) within ten (10) days from the date of change. Failure to report may result in termination of the Lease as set forth in this Policy and/or criminal prosecution.

Interim adjustments will be made to correct any management errors which may have occurred under the initial certification or for any subsequent reexaminations. Corrections resulting in a decrease in rent will be retroactive to the effective date of the move-in or the reexamination. Rent corrections which result in an increase in rent shall go into effect the first day of the month next following the end of the 30 day written notice of such increase.

Interim adjustments for families on **income-based** rent will be made for annual income increases of only more than \$1,200 or more than a \$30 change in the family's total tenant payment.

For all changes that occur prior to the end of a month that result in a decrease of the family's total tenant payment, an interim adjustment must be made and will become effective the first of following month after the family reports the change. Should the PHA fail to receive written verification of the occurrence which caused the decrease in rent within thirty (30) days, the prior rent amount will be reinstated the first of the following month and will remain in effect until verification is received.

Increases in rent will become effective the first of the month following 30 days of income increase and notification by the PHA to the family. In cases of a family's failure to report income increases, the rent change will be made retroactive to the

date of the income increase.

Zero income families will be contacted on a quarterly basis concerning the status of their household income. Families that have no source of income for a 30-day period will be advised to seek assistance from supportive agencies (DSS, Job Service, etc.). Families that have no source of income for a 30-day period will be required to submit statements of survival until employment or other means of financial support is obtained. The PHA may require specific documentation that would indicate that the family is unable to obtain AFDC or income assistance from other programs, unable to work, or unable to participate in local job training services. The PHA may request a credit report on these families for rent determination purposes to see if there are any amounts paid to the household on a regular basis.

Use of HUD's Enterprise Income Verification (EIV) system.
The GHA will use the EIV systems during the admission process as well as the annual and interim recertification process.

1. The GHA will generate a Tenant Income Data (TID) report on each family 120 days after the move-in date and this report shall be maintained in the tenant file. TID reports will also be generated during the annual as well as the interim recertification process. The TID will be compared to information the family has reported to the GHA. Any discrepancy will be resolved by requesting third party written documentation of the income in question. Should it be determined that a family has concealed or under-reported income, and that rent was overpaid on behalf of the family, the amount of the overpayment will be due to the GHA. GHA will not use EIV solely, to make a overpayment determination. If money is due back to the GHA, refer to Article XVIII, herein for policy on Repayment and Collections.

2. The GHA will run a Previous Tenant Search on each applicant at time of application. The search results will be printed and kept with the application. If the search results a housed participant at another Housing Authority, the Housing Authority will be contacted via, phone, fax, and/or email in order to ensure the GHA is not going to be offering "multiple subsidy". If it is determined that the applicant is housed at another Housing Authority the application will be coded assisted. If it is determined that the applicant owes another Housing Authority, the applicant will be sent an ineligible letter until debt is cleared with the Housing Authority. The ineligible letter will be mailed with the right to request an informal review.

3. The GHA will run a deceased tenants' report monthly to ensure that a HAP payment will not be paid on behalf of a deceased participant. Per HUD regulations, should it be determined that a HAP payment has been made on a deceased participant, the GHA will notify the owner to promptly return the HAP payment. (The owner can keep the HAP for the month death occurred, however, the owner is not entitled to any months thereafter).

4. The GHA will maintain the TID reports in each participant's file in addition to the signed HUD Form 9886.

5. All other EIV reports will be run monthly and/or quarterly as advised by HUD.

6. The GHA will use the HUD EIV System Procedures for Upfront Income Verification data as guidance in its security procedures. The data provided via the EIV system will be protected to ensure that it is only used for official purposes and not disclosed in any way that would violate the privacy of the individuals in the SACS system data.

D. Limitations on Household Size

The PHA reserves the right of final decision concerning a resident's request to add members to the lease or household. For situations other than birth, any additions to the household must be approved by management of the PHA, including marriage, legal adoptions, custody, changes, addition of foster child(ren) or live-in aides. Participant names, with these types of changes in household size that result in the unit no longer being the appropriate size, will be placed on the transfer list.

At the PHA's discretion, immediate family members who have been deleted from the household or were never members of the household may not be added as program participants and are not entitled to housing assistance. Such persons will be advised to apply for housing assistance.

XVIII. REPAYMENT AGREEMENTS AND COLLECTIONS

Should the PHA determine that a family has paid a lesser amount of rent than they actually should have paid or URP's were paid to the family in excess of the amount that should have been paid due to family/participant non-compliance with HUD regulations and/or GHA policy, the GHA will perform a detailed

review of the case to determine if, in its opinion, the suspected/determined underpayment meets the criteria Of SC State Law 16-13-437 and/or any other State or Federal statute. If this review leads the GHA to the belief/determination that fraud was committed under any of the above statutes, the GHA will take immediate action to recover any monetary assistance the family received that they were not eligible to receive. The underpayment will be due and payable fifteen (15) days from the date of notification of the underpayment.

If the amount of any underpayment is \$500.00 or more and payment is not made within 15 days of notice, the GHA will execute arrest warrants under the applicable statutes for the adult members of the assisted household or, at the discretion of the ED, for the adult member responsible for the fraud. This action will be in conjunction with program termination and all terminations will be done only after the families/participants administrative remedies with the GHA have been exercised in accordance with HUD regulations and GHA policy. When a family is terminated for fraudulent underpayments exceeding \$500, the family will not be considered eligible for any housing assistance from the GHA for three (3) years from the date the balance has been satisfied in full. Any family/participant that is terminated for fraud a second time will be considered ineligible for assistance from the GHA's housing programs permanently. In very extenuating circumstances, the ED may forgo the warrant procedure and allow the family to enter into a repayment agreement with the GHA. Repayment agreements may not exceed one (1) year.

In the event the amount of underpayment is less than \$500.00, the GHA may enter into a repayment agreement and the family/participant may be allowed to remain under the program as long as the balance of the underpayment is paid within the given time. Repayment agreements may not exceed one (1) year. Failure to comply with the terms and conditions of the agreement will be considered a default and the GHA will enforce the lease termination. The GHA will also pursue any civil remedy available to collect the money including turning the information over to the credit bureau and/or the SC Department of Revenue for collection through the debt setoff program. Families/participants that have repaid underpayments of less than \$500 and who have remained under the program will also be permanently ineligible if they are found to have a fraudulent underpayment a second time regardless of the amount of the underpayment.

If it is determined that fraud has occurred and monies are owed to the GHA after a lease has been terminated, either by the family or the GHA, the family will be notified according to policy. If the family fails to make payment within 15 days of notification, the family will be considered ineligible for assistance from the GHA for three (3) years from the date the balance is paid in full.

Any repayment amounts must be paid by certified check or money order. The PHA will not make a practice of accepting cash. Receipts will be issued for amounts paid in person at the PHA office.

XIX. TRANSFERS

Transfers will be made without regard to race, sex, color, religion, national origin, familial status, or disability status. Transfers will be authorized in the following situations.

The Housing Authority will first offer vacant accessible units to any disabled or elderly applicants on the waiting list. If there are no applicants on the waiting list claiming a disability or a need for an accessible unit, the unit will be offered to an elderly or non-disabled applicant. Any elderly or non-disabled applicants must agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of an accessible unit.

- a. Emergency transfers - when the unit or building conditions pose an immediate threat to resident life, health or safety as determined by the PHA.
- b. Administrative transfers - to correct occupancy standards (over/under) housed conditions.
- c. Transfers for families that require a unit with accessible features.

Transfers may be authorized in the following situations; depending upon the circumstances and must be approved by the Executive Director:

- a. Medical needs which have been documented by a physician. The request to be closer to a doctor or medical facility for convenience may not be approved and is dependent upon the circumstances.

b. Transfers to locations nearer employment.

c. Incentive transfers - residents with an excellent tenant history of 12 or more months may be transferred to a scattered site home.

Transfers will be made as vacancies occur and may take precedence over new admissions. A good tenant record is a requirement for a transfer. An exception to this may be granted in emergency situations.

XX. RESIDENT EMPLOYEES AND TENANTS EMPLOYED BY THE PHA

Employees who are required to live in Public Housing as a condition of their job are not considered Public Housing Tenants and are not subject to the same requirements or rights of Public Housing tenants (do not have to be income eligible, not subject to selection procedures and rent calculations, are not subject to lease and grievance procedures, have no rights to remain in Public Housing if employment is terminated). The PHA may charge employees who are required to live in Public Housing as a condition of their job a reasonable rent. Dwelling units of this nature must be approved by HUD (pursuant to HUD's unit conversion procedures in Handbook 7468.1) and excluded from total unit months available for occupancy (UMSs) for purposes of calculating subsidy under the Performance Funding System (PFS). Any rent paid must be included as other income for PFS calculations.

Public Housing participants or applicants who work or expect to work for the PHA are subject to the same admissions and occupancy requirements as other participants/applicants. Such work may not be a condition of their admission or tenancy, they may not be given a selection preference on their willingness to work for the PHA, and the PHA may not lower the rent as compensation for employment. Employment income must be counted in computations of rent.

XXI. COMPLAINTS AND INFORMAL HEARINGS (See also PHA's Grievance Policy)

A. Discrimination Complaints

If there is notification to the PHA that there is reason to believe that there has been any discrimination on the basis of race, color, creed, sex, disability status, familial status, or national origin, the PHA will provide the Fair Housing Complaint Form, HUD-903, and any assistance deemed necessary.

B. Informal Hearings

Denials of eligibility will be indicated through written correspondence. Letters will be sent indicating the reason for the denial, notification of the right for an informal hearing, and shall require a verbal request (followed by the family signing a request for hearing form) within ten (10) days from the date of the notification. Failure to request the hearing by signing a request for hearing form within ten (10) days from the date of the letter from the PHA will result in forfeiture of this right.

Informal hearings, upon receipt of a written request, will be conducted for decisions affecting families such as amount of rent calculation or a decision of denial. The informal hearing will be conducted by a member of the PHA staff other than the individual that initially determined the ineligibility.

For terminations of the lease, the hearing must allow for due process for the PHA and the family to include presentation of any evidence and/or opportunity to question witnesses, right to retain and have legal representation, and right to a private hearing (see PHA's Grievance Policy).

The person or panel conducting the hearing must issue a prompt written decision stating the reasons for the decision to the PHA staff and the applicant/participant/owner.

Informal hearings will not be conducted by the PHA for the following:

1. Discretionary administrative determinations by the PHA, general policy issues, or class grievances.

2. The PHA's determination of the bedroom size or the participant's occupancy of a unit that is overcrowded or under utilized.

3. Terminations or denials of assistance based on criminal or drug activity as set forth in Appendix "A" of this policy except when the family provides written documentation from the law enforcement agency or court showing that the arrest was based on mistaken identity.

XXII. FREEDOM OF INFORMATION (FOI) REQUESTS

In accordance with South Carolina Code Section 30-4-30 and the Federal regulations regarding FOI requests and the Federal Privacy Act, all requests for public records, other than those

normally made within the ordinary course of business, shall be made in writing to the Executive Director of the Housing Authority.

1. FOI requests must be in writing (ink only), unless an exceptions is granted by the Executive Director, and must be signed by the requesting person or his or her duly authorized agent or attorney.

2. Written notification of the Authority's determination on FOI requests will be made within fifteen (15) of the FOI request. If the request is denied, the reasons for the denial will be indicated. If the request is granted, the notification shall state the time and place when the requested public record will be made available for inspection and the deposit amount required for the record search. If copies are requested of any public records, the notification will include the cost per copy. The determination of the Authority shall constitute the final opinion as to the availability of the requested public record.

3. An average hourly rate of pay for administrative employees that conduct the record search plus 30% for benefits will be charged. Should overtime wages be necessary, the overtime rate of pay will also be charged. If copies are made of any records by employees or the requesting party, 50 cent per page will be charged. Deposits may be required by the Authority for such expenses.

4. No public record held by the Authority may be removed from the Authority's premises.

5. The Authority shall only allow the inspection and/or copying of public records in its possession which are not exempt pursuant to South Carolina Code Section 30-4-40, and it shall not otherwise be required to generate records either by creation, subpoena or contract demand.

6. Requests for search of, permission to inspect records, or for copies of records will be dealt with on a case-by-case request. The Executive Director will, in considering such requests, have to consider the availability of staff time to fulfill such requests in regard to work responsibilities and other public duties.

XXIII. RECORD RETENTION

The PHA will maintain all applications for admission and of all tenants in occupancy (to include race, ethnicity, sex, age of head of household) and any other occupancy information collection for the later of at least three (3) years or until audited by HUD. Records must be maintained to include offers and rejection of units, the reasons for the rejection, ineligibility documentation, and eligibility documentation for all residents. Files will be maintained for all participants that are no longer housed by the PHA and must include the disposition of the security deposit.

XXIV. OTHER ADMINISTRATIVE FUNCTIONS

The PHA will annually review and make changes, where necessary, to utility allowances and policies/procedures.

The Housing Authority Director will conduct internal quality reviews on the files for accuracy and completeness of documentation. Staff will be monitored and counseled in any deficient areas.

ADDENDUM AA TO PUBLIC HOUSING OCCUPANCY POLICY

DRUG & CRIME ELIMINATION & ONE STRIKE POLICY

I. PURPOSE

In an effort to provide safe housing for residents assisted under the Greenwood Housing Authority's housing programs, this policy is adopted to enable the PHA to screen, determine eligibility, and terminate assistance to persons that would pose a threat to the safety and/or peaceful enjoyment of the premises by residents.

II. DEFINITIONS

Covered Person. Definition for drug-related criminal activity (see 24 CFR 5, subpart I, and parts 966 and 982). A tenant, any member of the tenant's household, a guest or another person under the tenant's control.

Credible Evidence. Evidence of drugs found in the dwelling unit, evidence which is tied to the drug activity, arrest warrant issued, drug raids, or arrest, or conviction for such activity.

Drug-related criminal activity. The illegal manufacture, sale, distribution, use of a drug, or possession with intent to manufacture, sell, distribute or use the drug, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

Guest. Definition for drug-related criminal activity (see 24 CFR 5, subpart I, and parts 882, 960, 966 and 982). A person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The requirements of parts 966 and 982 apply to a guest as so defined.

Household. Definition for drug-related criminal activity (see 24 CFR 5, subpart I, and parts 882, 960, 966 and 982). The family and PHA-approved live-in aide.

Other Person Under the Tenant's Control. Definition for drug-related criminal activity (see 24 CFR 5, subpart I, and parts 882, 960, 966 and 982). See also definition of "covered" person. The person, although not staying as a guest (as defined herein) in the unit, is, or was at the time of the activity in question, on the premises (as premises is defined herein) because of an

invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control.

Premises. Definition for drug-related criminal activity (see 24 CFR 5, subpart I, and parts 960 and 966). The building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

Preponderance of Evidence. Evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is evidence which as a whole shows that the fact sought to be proved is more probable than not.

Violent Criminal Activity. Any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

III. ELIGIBILITY/INELIGIBILITY DETERMINATIONS AND TERMINATIONS OF ASSISTANCE BASED ON DRUG/CRIMINAL ACTIVITY

As a part of eligibility and/or continued assistance, the PHA will enforce HUD's **"One Strike, You're Out"** procedures.

Criminal background checks (to include all adult family members) will be done by either obtaining copies of records or requiring the family to furnish such copies of criminal records. The PHA's background checks will include police record searches, landlord reports of disturbances or destruction of property, drug-related/substance abuse activities or reports/charges for any other activity that could adversely affect the safety and welfare of other public housing residents.

Applications will be reviewed and any ineligible applicant(s) will be promptly notified in writing. The notice will provide the reason for the decision and an opportunity to request an informal review (for applicants) or hearing (for residents/participants) of the decision only in cases of mistaken identity.

In accordance with HUD Regulations, the PHA may deny admission to any applicant whose screening results indicate that

they or any member of their family may have a detrimental effect on the community or conducts or has conducted any activity that would affect the health, safety, or right to peaceful enjoyment of the premises of other residents.

Likewise, in accordance with HUD Regulations, the PHA terminate assistance to any participant or family (or specific member(s) of a family) that has conducted any drug related activity, alcohol abuse, or criminal activity on or off the premises that has or may have a detrimental effect or that would affect the health, safety, or right to peaceful enjoyment of the premises of other residents.

Consideration shall be given to the nature, extent, and elapsed time of the applicant's conduct and to the probability of favorable future conduct. As a part of consideration, if two years have passed from the date of a release from prison or three (3) years or more have passed since the date of the last criminal conviction and there has been no drug-related or criminal activity, the PHA may determine that the applicant is eligible.

The PHA may require an applicant to exclude a household member in order to be admitted to the housing program where that household member has participated in or been culpable for actions described herein.

All housing terminations will be made in accordance with the Federal Regulations, State and local laws, and the PHA's Informal Review/Hearing or Grievance Policy.

Eligibility/ineligibility and/or terminations of assistance will be made and can include but are not limited to any of the following:

A. Any member of a family applying for housing assistance or receiving housing assistance that has been evicted because of drug-related criminal activity from housing assisted under a 1937 Housing Act program. The PHA must prohibit admission to the program of such applicant for three (3) years from the date of such eviction.

B. Any member of a family applying for housing assistance or receiving housing assistance that is arrested, charged or evicted of criminal activity on or off the premises. Criminal activity includes crimes of physical violence. The PHA will base its determinations upon a preponderance of evidence regardless of whether the household member has been arrested or convicted for

such activity.

C. Consideration will be given by the PHA in determining denials or terminations of assistance for charges against a family member, if the family member can demonstrate that he or she: (1) has an addiction to a controlled substance, has a record of such impairment, or is regarded as having such impairment; and (2) is recovering, or has recovered from, such addiction and does not currently use or possess controlled substances. The PHA may require a family member who has engaged in the illegal use of drugs to submit evidence of participation in, or successful completion of, a treatment program as a condition to being allowed to reside in the unit, and may require supporting evidence that the individual has remained drug-free for one year. The PHA reserves the right to deny eligibility if there is reasonable doubt of the rehabilitation in order to protect the health, safety and/or right to peaceful enjoyment of the premises by other residents.

D. Any family having a family member who has a lifetime registration under a State Sex Offender Registration program.

E. Any family having a family member that has been convicted of manufacturing or producing methamphetamine (speed) in a Public Housing or Section 8 assisted property is denied eligibility for life.

F. Actions that would adversely affect the safety or hinder the peaceful enjoyment by other nearby residents by any family member or guest under the family's control.

G. Any family having a family member that has a pattern of abuse of alcohol that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

H. Any abusive or violent behavior or threats of any abusive or violent behavior towards any PHA employee, PHA's agents, contractors, subcontractors, or any other resident by any member of a family or guest/other person under the tenant's control.

I. Any family having a family member that is fleeing to avoid prosecution, or custody or confinement after conviction for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees; or is violating a condition or probation or parole imposed under Federal or State law.

IV. PROHIBITION OF DISCRIMINATORY TREATMENT OF APPLICANTS OR RESIDENTS

The PHA will screen all adult family members and will require the signature of each adult household member on the consent form to release criminal conviction records.

In obtaining records from a drug abuse treatment facility, the PHA selects HUD's Policy in requesting information on applicants and family members of applicants or residents. The PHA will obtain a consent form from the household member(s) whose:

A. Criminal record indicates prior arrest or conviction for any criminal activity that may be a basis for denial of admission under HUD Regulations and/or this policy.

B. Prior tenancy records indicate that the proposed household member:

1. Engaged in the destruction of property;
 2. Engaged in violent activity against another person;
- or
3. Interfered with the right of peaceful enjoyment of the premises by other residents.

V. RECORDS MANAGEMENT AND CONFIDENTIALITY

Criminal conviction records received by the PHA from a law enforcement agency will be used for screening applicants for admittance to the Public Housing program, Section 8 Housing Choice Voucher program, Section 8 Moderate Rehabilitation or Project-based programs. Such records may only be used by the PHA for lease enforcement and eviction of Public Housing Residents and/or terminations of assistance in Section 8 programs. Owners of properties under the Section 8 program must adhere to the requirements/restrictions of 24 CFR 5.903 in requesting and/or receiving criminal information from a PHA for their use in lease enforcement/evictions.

The PHA will protect the confidentiality of any its files and records received from drug-treatment facilities about a person by adhering to the following records management practices:

1. A separate file will be maintained for any records received from drug-treatment facilities. The file will be kept in a locking file cabinet or drawer by the Executive Director or the Assistant Executive Director. This practice will ensure that the record is not misused or improperly disseminated.

2. The Executive Director or Assistant Executive Director will destroy such records as follows:

a. Five (5) business days after the PHA makes a final decision to admit the person; or

b. In a timely manner after the date on which the statute of limitations for commencement of a civil action has expired or until final disposition of any litigation based upon the PHA's determination of denial or termination of assistance.

VI. PHA'S USE OF CRIMINAL RECORDS

The PHA, in determinations for eligibility and/or terminations of assistance, will provide the subject of the criminal record and the applicant with a copy of the criminal record. The PHA will give the family an opportunity to dispute the accuracy and relevance of the record in accordance with its informal review/hearing process.

PUBLIC HOUSING PROGRAM
ANNUAL INCOME INCLUSIONS
24 CFR 5, SUBPART F

Annual income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets for the 12-month period following the effective date of certification of income, exclusive of certain types of income provided in exclusions to income. If it is not feasible to anticipate a level of income over a 12-month period, or the PHA believes that past income is the best available indicator of expected future income, the PHA may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

A. Annual income means all amounts, monetary or not which:

- (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) Which are not specifically excluded in income exclusions attached.
- (4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

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 operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in IRS regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as a deduction in determining net income. An allowance for depreciation is permitted only as authorized in #2 above. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000. annual income shall include the greater of the actual income derived from 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 payments received from Social Security,

annuities, insurance policies, retirement funds, pensions, disability or death benefits or other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment (except deferred periodic amounts from supplemental social security (SSI) and social security benefits that are received in a lump sum amount or in prospective monthly amounts). (See income exclusions).

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as listed in #3 of income exclusions).

6. Welfare assistance (**SEE BELOW AT ***). 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 shall consist 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 need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage;

7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or persons not residing in the dwelling.

8. All regular pay, special pay and allowances of a member of the Armed Forces except those indicated in #7 of income exclusions.

NOTE: Families whose welfare assistance is reduced specifically because of fraud or failure to participate in an economic self-sufficiency program or comply with a work activities requirement will not have their rent reduced based on the welfare benefit reduction (excludes persons that benefit is reduced due to a lifetime limit or where a family has complied with program requirements but cannot obtain employment). The PHA will obtain verification of such benefit reduction from the welfare agency. See 24 CFR 5.615 for specific HUD instructions on necessary calculations of imputed welfare income and specified welfare benefit reductions.

PUBLIC HOUSING PROGRAM
ANNUAL INCOME EXCLUSIONS
24 CFR 5, Subpart F

Annual income does not include the following:

1. Income from employment of children (including foster children) under the age of 18 years.
2. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (see #5 income exclusions).
4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
5. Income of a live-in aide, as defined in 24 CFR 5.403.
6. The full amount of student financial assistance paid directly to the student or to the educational institution.
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
8.
 - (i) Amounts received under training programs funded by HUD;
 - (ii) 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);
 - (iii) amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
 - (iv) amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200.00 per month received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time; or
 - (v) incremental earnings and benefits resulting to any family member from participating in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.

9. Temporary, nonrecurring or sporadic income (including gifts).
10. 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.
11. Earnings in excess of \$480.00 for each full-time student 18 years old or older (excluding the head of household and spouse).
12. Adoption assistance payments in excess of \$480.00 per adopted child.
13. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
14. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
15. Amounts paid by a State agency to a family with a member who has a developmentally disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.
16. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusion set forth in 24 CFR 5.609(c) apply. A notice will be published in the Federal Register and distributed to PHAs and owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.
17. On and after 10/1/99, the PHA will not increase annual employment income for 12 months for families under the following circumstances:
 - a) participants in any self-sufficiency programs; or
 - b) income increases due to employment if unemployed for 1 year or more (previously unemployed is defined as a person who has earned in previous 12 months no more than would be received for 10 hours of work per week for 50 weeks at minimum wage)
 - c) families whose earned income increases that were or are, within 6 months, assisted under any state program for temporary assistance for needy families under Part A, title IV of Social Security Act (consult with local TANF agency)

After the initial 12 months, "the increase may not be greater than 50% of the amount of the total rent increase" for the next 12 months.

Federal Statute Exclusions from Income (August 1993)

- The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977.
- Payments to volunteers under the Domestic Volunteer Service Act of 1973 (such as Retired Senior Volunteer Programs (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), Older American Committee Service Program, National

Volunteer Antipoverty Programs (VISTA, Peace Corps, Service Learning Program, National Volunteer Program to Assist Small Business, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).

- Payments received under the Alaska native Claims Settlement Act.
- Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes.
- Payments or allowances made under the Department of Health and Human Service's Low-Income Home Energy Assistance Program.
- Income derived from the disposition of funds of the Grand River Band of Ottawa Indians.
- The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims or from funds held in trust for an Indian Tribe by the Secretary of Interior.
- Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs.
- Payments received from programs funded under Title V of the Older Americans Act of 1965 (such as Senior community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Persons Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb).
- Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the IN RE ORANGE product liability litigation.
- Payments received under the Maine Indian Claims Settlement Act of 1980.
- The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990.
- Earned income tax credit refund payments received on or after January 1, 1991.
- Assistance from section 1780 of the Richard B. Russell National School Lunch Act (42 U.S.C. 1760(e)) and section 11 (b) of the Child Nutrition Act of 1966 (42 U.S.C. 1780(b));
- Payments from the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774F);

- Payments from any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.
- Compensation received by or on behalf of a veteran for service-connected disability, death, dependency or indemnity compensation in programs authorized under the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA) and administered by the Office of Native American Programs.
- A lump sum or periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the United States District Court case entitled *Elouise Cobell et al. v. Ken Salazar et al.*, 816 F. Supp.2d 10 (Oct. 5, 2011 D.D.C.).
- Federal major disaster and emergency assistance provided to individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (93, as amended) and comparable disaster assistance provided by States, local governments, and disaster assistance organizations (42 U.S.C. 5155(d)).

PUBLIC HOUSING PROGRAM
DEDUCTIONS/ALLOWANCES FROM GROSS INCOME
24 CFR 5, SUBPART F

Adjusted income means annual income less the following deductions:

1. \$480. for each dependent (see definition of dependent - excludes head of household, spouse, foster children and foster adults).
2. \$400 for any elderly family or disabled family (see definition of elderly family or disabled family).
3. The sum of the following, to the extent the sum exceeds three percent of annual income:
 - (i) Unreimbursed medical expenses of any elderly family or disabled family; and
 - (ii) Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by the family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus; and
4. Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education that are anticipated to be paid by the family for the care of children under 13 years of age during the period of which annual income is computed 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.

TOTAL TENANT PAYMENT - PUBLIC HOUSING

Total tenant payment (gross family contribution) for **income-based rent** will be computed in accordance with Federal Regulations and Public Law 104-99, to be the greater of:

- = 30 percent of monthly adjusted income; or
- = 10 percent of monthly income; or
- = For the Public Housing program, a minimum TTP of \$0.00 (includes utility allowance);

OR

Flat rent as posted and set by the PHA should the family choose to be placed on a flat rent.

MINIMUM RENT EXCEPTION

Statutory provisions, Section 507:3(a)(3)(B) of the QHWRA, provide the following exceptions to the minimum rent requirements:

1. A family may request an exception (which must include reasonable documentation) to the minimum rent based upon temporary financial hardship due to the following circumstances:

- A. The family has lost eligibility for or is awaiting an eligibility determination for a Federal, State, or local assistance program;
- B. The family would be evicted as a result of the imposition of the minimum rent requirement;
- C. The income of the family has decreased because of changed circumstance, including loss of employment;
- D. A death in the family has occurred; and
- E. Other circumstances determined by the HA or HUD.

2. The HA shall immediately suspend or discontinue the family's requirement for payment of a minimum rent upon the family's request for hardship exemption and the suspension shall continue until a determination is made on whether the hardship exists and/or if the hardship is **temporary or long-term**.

3. If the HA determines that the hardship is **temporary**, the minimum rent remains imposed (including back payment for minimum rent from the time of suspension).

4. Should a family request and qualify for such exception after October 21, 1998 and the financial hardship occurred prior to adoption of this policy, the HA will reimburse the resident by providing a refund or otherwise offset future rent payments.

5. Should the HA determine that there is no hardship, a minimum rent is imposed retroactively to the time of the suspension. The HA must offer a reasonable repayment agreement for any back-payment due by the family. The family cannot be evicted for nonpayment during the 90-day period commencing on the date of the family's request for exemption of minimum rent in excess of the tenant rent otherwise payable.

Attachment 2 - Notice to Tenants Regarding the Violence Against Women Act
(VAWA)

A Federal law that went into effect in 2006 protects individuals who are victims of domestic violence, dating violence, and stalking. The name of the law is the Violence Against Women Act, or "VAWA". This notice explains your rights under VAWA.

Protection for Victims

If you are eligible for Public Housing, the housing authority cannot deny you rental assistance solely because you are a victim of domestic violence, dating violence, stalking or sexual assault.

If you are the victim of domestic violence, dating violence, stalking or sexual assault, you cannot be terminated from Public Housing or evicted based on acts or threats of violence committed against you. Also, criminal acts directly related to the domestic violence, dating violence, stalking, or sexual assault that are caused by a member of your household or a guest can't be the reason for eviction you or terminating your rental assistance if you were the victim of the abuse.

Reasons You can be Evicted

You can be evicted and your lease can be terminated if the housing authority can show there is an actual and imminent (immediate) threat to other tenants or employees at the property if you remain in your housing. Also, you can be evicted for serious or repeated lease violations that are not related to domestic violence, dating violence, stalking, or sexual assault committed against you. The housing authority and your landlord cannot hold you to a more demanding set of rules that it applies to tenants who are not victims.

Removing the Abuser from the Household

The GHA may split the lease to evict a household member who has committed criminal acts of violence against family members or affiliated individuals, while allowing the victim and other household members to stay in the assisted unit provided the remaining member(s) can establish program eligibility. The household will be give up to 90 days, depending on the circumstances, to establish eligibility or find new housing. Also, the housing authority can terminate the abuser's lease agreement while allowing you to continue to receive assistance. If the housing authority chooses to remove the abuser, it may not take away the remaining tenants' rights to the unit or otherwise punish the remaining tenants provided they are program eligible. In removing the abuser from the houses, the GHA must follow federal, state, and local eviction procedures.

Moving to Protect Your Safety

The housing authority may permit you to move, even if your current lease has not yet expired. The housing authority may require that you be current on your rent or any other balances. The housing authority may ask you to provide proof that you are requesting to move because of incidences of abuse. The GHA can only accommodate moves when unit availability exists.

Proving that You are a Victim of Domestic Violence, Dating Violence, Stalking, or Sexual Assault.

The housing authority can ask you to prove or "certify" that you are a victim of domestic violence, dating violence, stalking, or sexual assault. The housing authority must give you at least 14 business days (i.e. Saturdays, Sundays, and holidays do not count) to provide this proof. The housing authority is free to extend the deadline. There are three ways you can prove that you are a victim:

- (1) Complete the certification form given to you by the housing authority. The form will ask for your name, the name of the abuser, the abuser's relationship to you, the date, time and location of the incident of violence, and a description of the violence.
- (2) Provide a statement from a victim service provider, attorney, or medical professional who has helped you address incidents of domestic violence, dating violence, or stalking. The professional must state that he or she believes that the incidents of abuse are real. Both you and the professional must sign the statement, and both of you must state that you are signing "under penalty of perjury".
- (3) Provide a police report or court record, such as a protective order.

If you fail to provide one of these documents within the required time, the GHA may terminate the lease and begin eviction proceedings.

Confidentiality

The housing authority must keep confidential any information you provide about the violence against you, unless:

- (1) You give written permission to the housing authority to release the information.
- (2) The GHA needs to use the information in an eviction proceeding, such as to evict your abuser.
- (3) A law requires the housing authority to release the information.

If release of the information would put your safety at risk, you should inform the housing authority.

VAWA and Other Laws

VAWA does not limit the housing authority's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

For Additional Information

For help and advice on escaping an abusive relationship, call the National Domestic Violence Hotline at 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY).

Definitions

For purposes of determining whether a tenant may be covered by VAWA, the following list of definitions applies:

VAWA defines domestic violence to include felony or misdemeanor crimes of violence committed by any of the following:

- (1) A current or former spouse of the victim
- (2) A person with whom the victim shares a child in common
- (3) A person who is cohabitating with or has cohabited with the victim as a spouse.
- (4) A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving assistance.
- (5) Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

VAWA defines dating violence as violence committed by a person (1) who is or has been in a social relationship of a romantic or intimate nature with the victim and (2) where the existence of such a relationship shall be determined based on a consideration of the following factors:

- (1) The length of the relationship
- (2) The type of relationship
- (3) The frequency of interaction between the persons involved in the relationship.

VAWA defines stalking as (A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimate another person and (B) in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person, (ii) an "affiliated individual" of that person, or (iii) the spouse or intimate partner of that person.

VAWA defines sexual assault as any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

Attachment 3: Determining Rent for Mixed Families

PHAs must complete the following steps:

Step 1. Determine the total tenant payment in accordance with 24 CFR §5.628. (Annual income includes income of all family members, including any family member who has not established eligible immigration status.)

Step 2. Family maximum rent is equal to the applicable flat rent for the unit size to be occupied by the family.

Step 3. Subtract the total tenant payment from the family maximum rent. The result is the maximum subsidy for which the family could qualify if all members were eligible ("family maximum subsidy").

Step 4. Divide the family maximum subsidy by the number of persons in the family (all persons) to determine the maximum subsidy per each family member who has citizenship or eligible immigration status ("eligible family member"). The subsidy per eligible family member is the "member maximum subsidy."

Step 5. Multiply the member maximum subsidy by the number of family members who have citizenship or eligible immigration status ("eligible family members"). The product of this calculation is the "eligible subsidy."

Step 6. The mixed family TTP is the maximum rent minus the amount of the eligible subsidy.

Step 7. Subtract any applicable utility allowance from the mixed family TTP. The result of this calculation is the mixed family tenant rent. When the mixed family's TTP is greater than the maximum rent, the PHA must use the TTP as the mixed family TTP.