

HOUSING OCCUPANCY PLAN

FOR THE

HOUSING AUTHORITY OF THE CITY OF CHARLOTTE

NORTH CAROLINA

Approved by Board Resolution No. 1938

Approved on June 21, 2011

TABLE OF CONTENTS

Chapter 1

STATEMENT OF POLICIES AND OBJECTIVES

A.	HOUSING CHA MISSION STATEMENT	15
B.	MOVING TO WORK.....	16
C.	LOCAL GOALS.....	16
D.	PURPOSE OF THE PLAN.....	19
E.	RULES AND REGULATIONS.....	21
F.	TERMINOLOGY	21
G.	FAIR HOUSING POLICY.....	22
H.	MANAGEMENT ASSESSMENT OBJECTIVES	23
I.	RECORDS FOR MONITORING PHA PERFORMANCE	24
J.	PRIVACY RIGHTS	25
K.	FAMILY OUTREACH.....	25
L.	FAMILY ASSESSMENT	25
M.	SECTION EIGHT OWNER OUTREACH.....	26
N.	VIOLENCE AGAINST WOMEN ACT (VAWA).....	27
O.	EFFECTIVE DATE.....	29
P.	AMENDMENT	29
Q.	NOTIFICATION.....	29

Chapter 2

ELIGIBILITY FOR ADMISSIONS

A.	ELIGIBILITY FACTORS.....	30
B.	FAMILY COMPOSITION	31

C.	INCOME LIMITATIONS.....	36
D.	MANDATORY SOCIAL SECURITY NUMBERS.....	37
E.	CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS.....	37
F.	OTHER CRITERIA FOR ADMISSION	38
G.	SECTION EIGHT TENANT SCREENING.....	39
H.	CRIMINAL HISTORY REQUIREMENT.....	40
I.	CHANGES IN ELIBILITY PRIOR TO EFFECTIVE DATE OF THE ASSISTANCE.....	41
J.	PROHIBITED ADMISSIONS CRITERIA.....	41

Chapter 3

APPLYING FOR ADMISSIONS

A.	OVERVIEW OF APPLICATION TAKING PROCESS.....	42
B.	OPENING/CLOSING OF APPLICATION TAKING.....	43
C.	“INITIAL” APPLICATION PROCEDURES.....	45
D.	APPLICANT STATUS WHILE ON WAITING LIST.....	46
E.	TIME OF SELECTION	47
F.	COMPLETION OF A FULL APPLICATION	47
G.	VERIFICATION.....	49
H.	FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY.....	51
I.	NOTIFICATION OF INELIGIBILITY.....	51

Chapter 4

ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST

A.	WAITING LIST.....	53
B.	SPECIAL ADMISSIONS	54

C.	WAITING LIST PREFERENCES	55
D.	LOCAL PREFERENCES	55
E.	INCOME TARGETING	56
F.	INITIAL DETERMINATION OF LOCAL PREFERENCE QUALIFICATION.....	56
G.	PREFERENCE AND INCOME TARGETING ELIGIBILITY.....	56
H.	ORDER OF SELECTION	57
I.	PREFERENCE DENIAL	58
J.	REMOVAL FROM WAITING LIST AND PURGING.....	58
K.	PUBLIC HOUSING WAIT LIST MANAGEMENT	58

Chapter 5

SUBSIDY STANDARDS

A.	DETERMINING FAMILY UNIT (VOUCHER) SIZE	60
B.	EXCEPTIONS TO SUBSIDY STANDARDS	62
C.	UNIT SIZE SELECTED.....	64
D.	HOUSING ASSISTANCE DETERMINATION FOR SPILT HOUSEHOLDS	65
E.	PUBLIC HOUSING UNIT OFFERS	66

Chapter 6

FACTORS RELATED TO TENANT RENT DETERMINATION

A.	CHA RENT REFORM AND WORK REQUIREMENT [MTW]	69
B.	INCOME AND ALLOWANCES	69
C.	DISALLOWANCE OF EARNED INCOME FROM RENT RECERTIFICATIONS	70
D.	MINIMUM RENT.....	74
E.	MINIMUM RENT REPORTING	74

F.	DEFINITION OF TEMPORARILY/PERMANENTLY ABSENT	75
G.	AVERAGING INCOME	80
H.	MINIMUM INCOME	82
I.	INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME	82
J.	REGULAR CONTRIBUTIONS AND GIFTS.....	82
K.	ALIMONY AND CHILD SUPPORT	83
L.	LUMP-SUM RECEIPTS.....	83
M.	CONTRIBUTIONS TO RETIREMENT FUNDS – ASSETS	84
N.	ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE	84
O.	CHILD CARE EXPENSES	85
P.	MEDICAL EXPENSES	85
Q.	PRORATION OF ASSISTANCE FOR “MIXED” FAMILIES	85
R.	INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS	86
S.	SECTION EIGHT UTILITY ALLOWANCE AND UTILITY REIMURSEMENT PAYMENTS.....	87

Chapter 7

VERIFICATION PROCEDURES

A.	METHODS OF VERIFICATION AND TIME ALLOWED	90
B.	CHA RESPONSIBILITIES USING UIV/EIV	91
C.	METHODS OF VERIFICATION AND TIME ALLOWED	91
D.	RELEASE OF INFORMATION	94
E.	ITEMS TO BE VERIFIED.....	95
F.	VERIFICATION OF INCOME.....	95
G.	INCOME FROM ASSETS.....	100
H.	VERIFICATION OF ASSETS.....	101

I.	ASSISTANCE TO PERSONS WITH DISABILITIES	103
J.	VERIFYING NON-FINANCIAL FACTORS.....	104
K.	VERIFICATION OF CITIZENSHIP/ELIGIBLE IMMIGRANT STATUS.....	106
L.	VERIFICATION OF SOCIAL SECURITY NUMBERS.....	109
M.	VERIFICATION OF WAITING LIST PREFERENCES	110
N.	VERIFICATION OF DEBTS OWED TO PUBLIC HOUSING AGENCIES AND TERMINATED....	111
O.	VERIFICATION OF CRIMINAL HISTORY / CRIMINAL BACKGROUND SCREEENING.....	111

Chapter 8

SECTION EIGHT VOUCHER ISSUANCE AND BRIEFINGS

A.	ISSUANCE OF VOUCHERS.....	112
B.	BRIEFING TYPES AND REQUIRED ATTENDANCE.....	112
C.	BRIEFING PACKET	114
D.	ENCOURAGING PARTICIPATION IN AREAS WITHOUT LOW INCOME OR MINORITY CONCENTRATION.....	115
E.	TERM OF VOUCHER.....	115
F.	VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS.....	116
G.	REMAINING MEMBER OF TENANT FAMILY RETENTION OF VOUCHER.....	117

Chapter 9

PUBLIC HOUSING OCCUPANCY – LEASE

A.	DWELLING LEASES.....	118
B.	LEASE REQUIREMENTS.....	120
C.	IDENTIFICATION OF PARTIES AND PREMISES.....	121
D.	THE TERMS OF THE LEASE.....	122
E.	AMOUNT AND DUE DATE OF RENT	122

F.	LATE CHARGES.....	122
G.	PAST DUE RENT AND OTHER CHARGES	123
H.	SECURITY DEPOSITS.....	124
I.	UTILITIES.....	124
J.	PARTICIPANT’S RIGHT TO USE AND OCCUPANCY	125
K.	ADDING PEOPLE TO THE LEASE	126
L.	GUESTS AND OTHER PERSONS UNDER THE CONTROL OF THE PARTICIPANT.....	127
M.	THE CHA’S OBLIGATIONS	127
N.	OBLIGATIONS OF PARTICIPANT, MEMBERS OF PARTICIPANTS HOUSEHOLD, GUESTS, AND OTHER PERSONS UNDER THE CONTROL OF THE PARTICIPANT.....	128

Chapter 10

REQUEST FOR TENANCY APPROVAL AND CONTRACT EXECUTION

A.	REQUEST FOR APPROVAL OF TENANCY.....	142
B.	ELIGIBLE TYPES OF HOUSING	143
C.	LEASE REVIEW	143
D.	SEPARATE AGREEMENT.....	145
E.	INITIAL INSPECTIONS.....	145
F.	RENT LIMITATIONS	145
G.	DISAPPROVAL OF PROPOSED RENT	146
H.	INFORMATION TO OWNERS.....	146
I.	OWNER DISAPPROVAL.....	147
J.	CHANGE IN TOTAL TENANT PAYMENT (TTP) PRIOR TO HAP EFFECTIVE DATE.....	147
K.	CONTRACT EXECUTION PROCESS	148

Chapter 11

INSPECTIONS

A. GUIDELINES/TYPES OF INSPECTIONS 150

B. SECTION EIGHT INITIAL INSPECTION 151

C. SECTION EIGHT ANNUAL INSPECTIONS 152

D. SECTION EIGHT SPECIAL/COMPLAINT INSPECTIONS 155

E. SECTION EIGHT QUALITY CONTROL INSPECTIONS 155

F. ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS 155

G. SECTION EIGHT EMERGENCY REPAIR ITEMS 155

H. CONSEQUENCES IF OWNER IS RESPONSIBLE (NON-EMERGENCY ITEMS) 155

I. HQS DEFICIENCIES CONSIDERED THE RESPONSIBILITY OF THE FAMILY 158

J. CONSEQUENCES IF FAMILY IS RESPONSIBLE 158

K. PUBLIC HOUSING PRE-OCCUPANCY AND PRE-TERMINATION INSPECTIONS 159

Chapter 12

SECTION EIGHT OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS

A. RENT TO OWNER 161

B. MAKING PAYMENTS TO OWNERS 162

C. RENT REASONABLENESS DETERMINATIONS 163

D. PAYMENT STANDARDS FOR THE VOUCHER PROGRAM 164

E. ADJUSTMENTS TO PAYMENT STANDARDS 164

F. EXCEPTION PAYMENT STANDARDS 166

Chapter 13

RECERTIFICATIONS

A.	ANNUAL ACTIVITIES.....	168
B.	ANNUAL RECERTIFICATION/RECERTIFICATION.....	168
C.	BI-ANNUAL RECERIFICATION [MTW EXEMPTION].....	169
D.	COLLECTION OF INFORMATION.....	170
E.	REPORTING INTERIM CHANGES.....	172
F.	OTHER INTERIM REPORTING ISSUES.....	174
G.	INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS.....	174
H.	NOTIFICATION OF RESULTS OF RECERTIFICATIONS.....	176
I.	TIMELY REPORTING OF CHANGES IN INCOME AND ASSETS	176
J.	CHANGES IN UNIT SIZE AS A RESULT OF FAMILY COMPOSITION CHANGES.....	177
K.	CONTINUANCE OF ASSISTANCE FOR “MIXED” FAMILIES.....	178
L.	MISREPRESENTATION OF FAMILY CIRCUMSTANCES.....	178

Chapter 14

SECTION EIGHT MOVES WITH CONTINUED ASSISTANCE-PORTABILITY

A.	ALLOWABLE MOVES.....	179
B.	RESTRICTIONS ON MOVES.....	180
C.	PROCEDURE FOR MOVES.....	181
D.	PORTABILITY.....	182
E.	OUTGOING PORTABILITY.....	182
F.	INCOMING PORTABILITY.....	183
G.	INCOME AND TOTAL TENANT PAYMENT OF INCOMING PORTABLES.....	185

Chapter 15

SECTION EIGHT CONTRACT TERMINATIONS

A. CONTRACT TERMINATION 187

B. TERMINATION BY THE FAMILY: MOVES..... 187

C. TERMINATION OF TENANCY BY THE OWNER: EVICTIONS 188

D. TERMINATION OF THE CONTRACT BY CHA..... 191

Chapter 16

DENIAL OR TERMINATION OF ASSISTANCE

A. GROUNDS FOR DENIAL/TERMINATION 195

B. SCREENING AND TERMINATION FOR DRUG ABUSE/CRIMINAL ACTS..... 196

C. FAMILY OBLIGATIONS 200

D. PROCEDURES FOR NON-CITIZENS 205

E. SECTION EIGHT ZERO (\$0) ASSISTANCE TENANCIES HAP CONTRACTS ON OR
AFTER 10.2.95 205

F. OPTION NOT TO TERMINATE FOR MISREPRESENTATION..... 206

G. MISREPRESENTATION IN COLLUSION WITH OWNER..... 206

H. MISSED APPOINTMENTS AND DEADLINES..... 206

I. ENDING THE LEASE (PUBLIC HOUSING ONLY) 207

J. GRIEVANCE PROCEDURES 211

K. PROVISIONS FOR MODIFICATION..... 211

L. SIGNAGE CLAUSES 211

M. ADDITIONAL POLICIES AND REGULATIONS..... 211

N. COMMUNITY BASED RENTAL ASSISTANCE TERMINATION.....212

Chapter 17

SECTION EIGHT OWNER DISAPPROVAL AND RESTRICTION

A. DISAPPROVAL OF OWNER..... 213

B. OWNER RESTRICTIONS AND PENALTIES 214

C. CHANGE IN OWNERSHIP 215

D. REGISTRATION REQUIREMENT 215

Chapter 18

CHA COMMUNITY BASED RENTAL ASSISTANCE PROGRAMS

PART I: GENERAL REQUIREMENTS216

PART II: COMMUNITY BASED RENTAL ASSISTANCE OWNER PROPOSALS

OVERVIEW.....216

A. HOUSING TYPE.....221

B. PROHIBITION OF ASSISTANCE FOR CERTAIN UNITS.....221

C. SUBSIDY LAYERING REQUIREMENTS.....222

D. CAP ON NUMBER OF CBRA UNITS IN EACH BUILDING.....223

E. SITE SELECTION STANDARDS.....223

F. ENVIRONMENTAL REVIEW.....226

PART III: DWELLING UNITS

OVERVIEW.....227

A. HOUSING QUALITY STANDARDS.....227

B. HOUSING ACCESSIBILITY FOR PERSONS WITH DISABILITIES.....228

C. INSPECTING UNITS.....228

PART IV: REHABILITATED AND NEWLY CONSTRUCTED UNITS

A. OVERVIEW.....229

B. AGREEMENT TO ENTER INTO HAP CONTRACT230

C. CONDUCT OF DEVELOPMENT WORK.....231

D. COMPLETION OF HOUSING.....232

PART V: CHA HOUSING PAYMENT CONTRACT

A. OVERVIEW.....233

B. HAP CONTRACT REQUIREMENTS.....233

C. AMENDMENTS TO THE HAP CONTRACT.....235

D. HAP CONTRACT YEAR, ANNIVERSARY AND EXPIRATION DATES236

E. OWNER RESPONSIBILITIES UNDER THE HAP.....236

F. ADDITIONAL HAP REQUIREMENTS.....237

PART VI: SELECTION OF CBRA PROGRAM PARTICIPANTS

A. OVERVIEW.....238

B. ELIGIBILITY FOR CBR ASSISTANCE.....238

C. ORGANIZATION OF THE WAITING LIST.....239

D. SELECTION FROM THE WAITING LIST 239

E. OFFER OF CBR ASSISTANCE.....240

F. OWNER SELECTION OF TENANTS.....241

G. TENANT SCREENING.....242

PART VII: OCCUPANCY

A. OVERVIEW.....243

B. LEASE.....243

C. MOVES.....246

PART VIII: DETERMINING RENT TO OWNER

A. OVERVIEW..... 247

B. RENT LIMITS 247

C. DEFINITIONS..... 248

D. REASONABLE RENT 250

E. EFFECT OF OTHER SUBSIDY AND RENT CONTROL..... 252

PART IX: PAYMENTS TO OWNER

A. HOUSING ASSISTANCE PAYMENTS 253

B. VACANCY PAYMENTS..... 253

C. TENANT RENT TO OWNER 254

D. OTHER FEES AND CHARGES..... 256

Chapter 19

DEBTS OWED TO THE CHA

A. RE-PAYMENT AGREEMENT FOR FAMILIES..... 257

B. SECTION EIGHT OWNER DEBTS TO THE CHA (SECTION 8 ONLY)..... 261

C. WRITING OFF DEBTS..... 261

Chapter 20

COMPLAINTS AND APPEALS

A. COMPLAINTS TO THE CHA..... 262

B. INFORMAL REVIEW PROCEDURES FOR APPLICANTS 262

C. INFORMAL HEARING PROCEDURES 264

D. HEARING AND APPEAL PROVISIONS FOR RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS 268

E. APPEAL PROCEDURES FOR LANDLORDS/OWNERS (SECTION 8 ONLY)..... 269

F. MITIGATING CIRCUMSTANCES FOR APPLICANTS/PARTICIPANTS WITH DISABILITIES .270

Chapter 21

SPECIAL HOUSING TYPES

A. SINGLE ROOM OCCUPANCY.....271

B. PROVIDER BASED ASSISTANCE.....272

C. SUPPORT HOUSING.....272

D. OTHER INNOVATIVE HOUSING PROGRAMS.....273

Chapter 22

PROGRAM INTEGRITY

A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD274

B. STEPS THE CHA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD 275

C. STEPS THE CHA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD 275

D. THE CHA’S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD 276

E. HOW THE CHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD 277

F. PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY THE CHA... 278

G. CONCLUSION OF THE CHA’S INVESTIGATIVE REVIEW 278

H. EVALUATION OF THE FINDINGS 278

I. ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED 278

J. SECTION EIGHT OVER-PAYMENT TO OWNERS..... 281

APPENDICES.....	282
A. PUBLIC HOUSING COMMUNITIES.....	283
B. PUBLIC HOUSING GRIEVANCE POLICY.....	286
C. PUBLIC HOUSING TRANSFER POLICY.....	298
D. PUBLIC HOUSING USE OF COMMON AREAS POLICY.....	306
E. PUBLIC HOUSING MOTOR VEHICLE POLICY.....	311
F. PUBLIC HOUSING COMMUNITY APPEARANCE POLICY.....	317
G. PUBLIC HOUSING HOUSEKEEPING POLICY.....	322
H. PUBLIC HOUSING PET POLICY.....	329
I. PUBLIC HOUSING FIRE POLICY.....	334
J. LIMITED ACCESS AND BANNING POLICY.....	347
K. PUBLIC HOUSING SATELLITE DISH OR ANTENNA POLICY.....	356
L. SAMPLE PUBLIC HOUSING LEASE.....	357
M. PUBLIC SCHOOL TRUANCY POLICY.....	372
N. RENT REFORM POLICY.....	373
O. WORK REQUIREMENT POLICY.....	376
P. HARDSHIP POLICY.....	378
Q. SECTION 8 HQS INSPECTION FORM.....	380
R. SECTION 8 SAMPLE VOUCHER.....	396
S. SECTION 8 HOUSING ASSISTANCE PAYMENT CONTRACT (PARTS A, B, &C).....	400
T. REASONABLE ACCOMMODATION POLICY.....	421
U. NON-SMOKING POLICY.....	425
V. ACRONYMS USED IN SUBSIDIZED HOUSING.....	427
W. GLOSSARY.....	429

Housing Occupancy Plan

CHAPTER 1 – STATEMENT OF POLICIES AND OBJECTIVES

INTRODUCTION

The Section 8 and Public Housing Programs were enacted as part of the Housing and Community Development Act of 1974, which re-codified the U.S. Housing Act of 1937. The Act has been amended from time to time, and its requirements, as they apply to the Section 8 Tenant-Based and Project-Based Assistance Program and Public Housing Programs, are described in and implemented throughout this plan. The Section 8 Tenant-Based and Project-Based assistance and Public Housing programs are federally funded and administered for the City of Charlotte and Mecklenburg County, North Carolina by the Housing Authority of the City of Charlotte (hereinafter referred to as CHA).

Administration of the Section 8 and Public Housing Programs and the functions and responsibilities of the CHA staff shall be in compliance with the CHA's Personnel Policy and the Department of Housing and Urban Development's (HUD) regulations as well as all Federal, State and local Fair Housing Laws and Regulations, including the state and federal provisions of the Violence Against Women Act (VAWA).

JURISDICTION:

The jurisdiction of the CHA is The City of Charlotte and Mecklenburg County.

A. CHA MISSION STATEMENT

The Charlotte Housing Authority's mission is to lead, develop, and execute community-wide strategies that meet the broad range of housing needs for families who cannot otherwise attain conventional housing.

Housing Occupancy Plan

CHAPTER 1 – STATEMENT OF POLICIES AND OBJECTIVES

B. MOVING TO WORK

In 2007, the CHA executed a Moving to Work (MTW) Contract with the U.S. Department of Housing and Urban Development (HUD) whereby the CHA is authorized to implement changes to the Housing Choice Voucher and Public Housing Program that would address the following three (3) HUD goals:

1. Promote work and self sufficiency for Public Housing and Housing Choice Voucher Participants
2. Expand housing choices for low income families
3. Achieve administrative cost efficiencies and savings

As a Participant in MTW, CHA may propose and implement housing and self-sufficiency strategies which may be exempted from existing tenant-based Housing Choice Voucher rules and Public Housing Programs and permitted to combine operating, capital, and tenant-based assistance funds into a single agency-wide funding source, as approved by HUD. CHA's Amended and Restated MTW Agreement extends through 2018.

CHA is using its Moving to Work authorization to consider and to implement a number of alternatives to HUD-required program rules. CHA will update this plan with its MTW initiatives as they are approved by the CHA Board of Commissioners. Future initiatives will be included with future revisions to the plan as an appendix.

CHA is required by HUD regulation to comply with all current regulations pertaining to the administration of the Housing Choice Voucher (HCV) Program and the Public Housing Program. However, CHA may establish alternate policies and procedures if approved by the CHA Board of Commissioners, documented in the CHA MTW Agreement and Annual MTW Plan, and/or approved by HUD through the HUD MTW Office. This plan is a supporting document to the CHA MTW Agreement and MTW Annual Plan and is available for public review as required by 24 CFR Part 903.

C. LOCAL GOALS

HUD STRATEGIC

GOAL: INCREASE THE AVAILABILITY OF DECENT, SAFE, AND AFFORDABLE HOUSING.

Housing Occupancy Plan

CHAPTER 1 – STATEMENT OF POLICIES AND OBJECTIVES

CHA Goal-1: Expand the supply of assisted housing.

Objectives:

- Apply for additional rental vouchers
- Reduce public housing vacancies
- Leverage private or other public funds to create additional housing opportunities
- Acquire or build units or developments

CHA Goal-2: Improve the quality of assisted housing.

Objectives:

- Improve public housing management
- Improve voucher management
- Increase customer satisfaction
- Concentrate on efforts to improve specific management functions (list; e.g., public housing finance; voucher unit inspections)
- Renovate or modernize public housing units
- Demolish or dispose of obsolete public housing
- Provide replacement public housing
- Provide replacement vouchers

CHA Goal-3: Increase assisted housing choices.

Objectives:

- Provide voucher mobility counseling
- Conduct outreach efforts to potential voucher landlords
- Increase voucher payment standards
- Implement voucher homeownership program

Housing Occupancy Plan

CHAPTER 1 – STATEMENT OF POLICIES AND OBJECTIVES

- Implement public housing or other homeownership programs
- Implement public housing site-based waiting lists
- Convert public housing to vouchers

HUD STRATEGIC

GOAL: IMPROVE COMMUNITY QUALITY OF LIFE AND ECONOMIC VITALITY.

CHA Goal: Provide an improved living environment.

Objectives:

- Implement measures to de-concentrate poverty by bringing higher income public housing Households into lower income developments
- Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments
- Implement public housing security improvements
- Designate developments or buildings for particular Participant groups (elderly, persons with disabilities)

HUD STRATEGIC

GOAL: PROMOTE SELF-SUFFICIENCY AND ASSET DEVELOPMENT OF FAMILIES AND INDIVIDUALS.

CHA Goal: Promote self-sufficiency and asset development of assisted Households.

Objectives:

- Increase the number and percentage of employed persons in assisted families
- Provide or attract supportive services to improve assistance recipients' employability

Housing Occupancy Plan

CHAPTER 1 – STATEMENT OF POLICIES AND OBJECTIVES

- Provide or attract supportive services to increase independence for the elderly or families with disabilities

HUD STRATEGIC

GOAL: ENSURE EQUAL OPPORTUNITY IN HOUSING FOR ALL AMERICANS

CHA Goal: Ensure equal opportunity and affirmatively further fair housing.

Objectives:

- Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion, national origin, sex, familial status, and disability
- Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability
- Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required

D. PURPOSE OF THE PLAN

The purpose of this plan is to establish policies for carrying out the Section 8 and Public Housing programs in a manner consistent with HUD requirements and local goals and objectives contained in the MTW Plan. The Housing Choice Voucher Program was implemented on October 1, 1999 and pre-merger Housing Voucher tenancies and Over Fair Market Rent tenancies converted automatically to Housing Choice Voucher tenancies on that date. However, all existing contracts remained in effect until the family's second recertification after the merger date or when a new Lease was executed, whichever came first.

This policy applies to Public Housing units owned or managed by the Housing Authority of the City of Charlotte, N.C., Section 8 Tenant and Project-Based programs and supported by the Department of Housing and Urban Development (HUD). It also applies to apartment units in communities owned or managed by private entities which are utilized as public housing units and which are supported by the

Housing Occupancy Plan

CHAPTER 1 – STATEMENT OF POLICIES AND OBJECTIVES

Department of Housing and Urban Development, unless otherwise indicated in this policy or in the organizational documents for the private entity owning such apartment units. The Policy achieves the CHA's statutory obligation to develop and operate socially and financially sound low-income housing developments. In achieving this aim, the CHA provides decent homes and suitable living environments for low-income families. The implementation of the policy fosters economic and social diversity in the Participant body as a whole.

The CHA is responsible for complying with all changes in HUD regulations pertaining to these programs. If such changes conflict with this Plan, HUD regulations will have precedence. This plan is a supporting document to the CHA MTW Plan, and is available for public review as required by CFR 24 Part 903.

Applicable regulations include:

- 24 CFR Part 5: General Program Requirements
- 24 CFR Part 8: Nondiscrimination
- 24 CFR Part 982: Section 8 Tenant-Based Assistance: Housing Choice Voucher Program
- 24 CFR Part 960: Admissions to and Occupancy of Public Housing
- Violence Against Women's Act
- Uniform Relocation Act

Implicit in this objective are the following aims:

- (1) To give preferences in admissions in accordance with preferences adopted by the CHA's Board of Commissioners;
- (2) To avoid concentrations of the most economically and socially deprived families in any one or more developments, and to attempt to achieve a mix of family incomes in the CHA's developments;
- (3) To prevent admission of applicants whose habits and practices may reasonably be expected to have a detrimental effect on other Participants;
- (4) To maintain a Participant body in each public housing development composed of families with a broad range of incomes and rent-paying ability which is

Housing Occupancy Plan

CHAPTER 1 – STATEMENT OF POLICIES AND OBJECTIVES

representative of the range of incomes of low-income families in the CHA’s area of operation;

- (5) To protect the financial stability of the CHA’s developments and programs;
- (6) To assure the evenhanded, responsible and predictable administration of the CHA’s programs;
- (7) To protect the privacy of applicants and Participants;
- (8) To provide for efficient and orderly administrative processing and procedures; and,
- (9) To provide housing opportunities to eligible applicants and Participants consistent with the purposes and requirements of applicable state and federal laws and policies set by the CHA’s Board of Commissioners.
- (10) To Transition families from assisted housing

Although the policy provides standards and systematic procedures for the creation and regulation of rights and responsibilities, implementation will require individualized judgments from time to time. In the exercise of that judgment, the CHA shall strive for fairness, reasonableness, impartiality, consistency and conformity to the written principles and objectives.

E. RULES AND REGULATIONS

The purpose of this Housing Occupancy Plan (“the Plan”) is to clearly define the CHA’s local policies for the operation of its housing programs in order to be in compliance with both North Carolina state law and with federal rules, regulations, and notices promulgated by HUD. Therefore, the policies in the Plan are designed to ensure compliance with all consolidated ACC and HUD-approved applications for program funding.

F. TERMINOLOGY

A glossary of terms and phrases are contained at the end of this plan as Appendix W.

G. FAIR HOUSING POLICY

Housing Occupancy Plan

CHAPTER 1 – STATEMENT OF POLICIES AND OBJECTIVES

It is the policy of the CHA to comply fully with all Federal, State, and Local nondiscrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

The CHA shall not deny any family or individual the equal opportunity to apply for or receive assistance under the Section 8 Program or Public Housing Program on the basis of race, color, sex, religion, creed, national or ethnic origin, age, familial or marital status, handicap or disability or sexual orientation.

To further its commitment to full compliance with applicable Civil Rights laws, the CHA will provide Federal/State/local information to voucher holders regarding unlawful discrimination and any recourse available to families who believe they are victims of a discriminatory act. Such information will be made available during the family briefing session, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made a part of the voucher holder's briefing packet and available upon request at the front desk of the office of the Housing Choice Voucher program.

All CHA Property Management and Section 8 staff will be required to attend fair housing training and be informed of the importance of affirmatively furthering fair housing and providing equal opportunity to all families, including providing reasonable accommodations to persons with disabilities, as a part of the overall commitment to quality customer service. Fair Housing posters are posted throughout the CHA offices, including in the lobby and interview rooms. The Equal Opportunity logo will be used on all outreach materials. Staff will attend local fair housing update training sponsored by HUD and other local organization to keep current with new developments.

Except as otherwise provided in 24 CFR 8.21(c)(1), 8.24(a), 8.25, and 8.31, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because the CHA's facilities are inaccessible to or unusable by persons with disabilities. Posters and housing information are displayed in locations throughout the CHA's office in such a manner as to be easily readable from a wheelchair.

The CHA's office(s) are accessible to persons with disabilities. Accessibility for the hearing impaired is provided by the TDD telephone service provider.

H. MANAGEMENT ASSESSMENT OBJECTIVES

Housing Occupancy Plan

CHAPTER 1 – STATEMENT OF POLICIES AND OBJECTIVES

The CHA operates its housing assistance programs with efficiency and can demonstrate to HUD auditors that the CHA is using its resources in a manner that reflects its commitment to quality and service. The CHA policies and practices are consistent with the areas of measurement for the following HUD SEMAP/PHAS indicators:

SEMAP Indicators

- Selection from the Waiting List
- Reasonable Rent
- Determination of Adjusted Income
- Utility Allowance Schedule
- HQS Quality Control Inspections
- HQS Enforcement
- Expanding Housing Opportunities
- Payment Standards
- Annual Recertifications
- Correct Tenant Rent Calculations
- Pre-Contract HQS Inspections
- Annual Inspections
- Lease-up
- Family Self-Sufficiency Enrollment and Escrow Account Balances
- Bonus Indicator De-concentration

PHAS Indicators

- Turnover
- Emergency Work Order
- Routine Work Orders
- Tenant Accounts Receivables

Housing Occupancy Plan

CHAPTER 1 – STATEMENT OF POLICIES AND OBJECTIVES

Supervisory quality control reviews will be performed by a CHA Supervisor or other qualified person other than the person who performed the work, as required by HUD, on the following SEMAP/ PHAS factors:

- Selection from the waiting list
- Rent reasonableness
- Determination of adjusted income
- HQS Enforcement
- HQS Quality Control
- UPCS Inspections
- REAC Inspections

The annual sample of files and records will be selected in an unbiased manner, leaving a clear audit trail.

In addition, the CHA conducts quality control reviews on a sample of the following:

- Executed Housing Assistance Payment Contracts
- Monthly Housing Assistance Payments for all owners
- Participant Files
- Owner Vendor Files

The minimum sample size to be reviewed will relate directly to each factor.

I. RECORDS FOR MONITORING PHA PERFORMANCE

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

In addition to the required SEMAP/PHAS documentation, supervisory staff may audit the following functions:

Housing Occupancy Plan

CHAPTER 1 – STATEMENT OF POLICIES AND OBJECTIVES

- Not less than 5% of recertifications
- Not less than 5% of new applications
- Not less than 5% of claims processed

J. PRIVACY RIGHTS

Applicants and Participants, including all adults in their Households, are required to sign CHA required release of information forms. This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD/CHA will release family information.

The CHA's policy regarding release of information is in accordance with State and local laws which may restrict the release of family information.

Any and all information which would lead one to determine the nature and/or severity of a person's disability must be kept in a separate folder and marked "confidential" or returned to the family member after its use. The personal information in this folder must not be released except on an "as needed" basis in cases where an accommodation is under consideration.

K. FAMILY OUTREACH

The CHA will publicize and disseminate information to make known the availability of housing assistance and related services for very low income families on a regular basis. When the CHA's waiting list is open, the CHA will publicize the availability and nature of housing assistance for very low income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach persons who cannot read the newspapers, the CHA will distribute fact sheets to the broadcasting media, and initiate personal contacts with members of the news media and community service personnel. The CHA will also utilize public service announcements.

L. FAMILY ASSESSMENT

The CHA will assess the needs of all Participant Households at admissions and at least once annually during annual recertification. The CHA will use the results of the assessment to track and monitor the progress of Participant families during the

Housing Occupancy Plan

CHAPTER 1 – STATEMENT OF POLICIES AND OBJECTIVES

term of the MTW Agreement and for a period of time after the end of the MTW Agreement as agreed to by the CHA and HUD.

M. SECTION EIGHT OWNER OUTREACH (Section 8 Only)

The CHA makes a concerted effort to keep private owners informed of legislative changes in the tenant-based program, which are designed to make the program more attractive to owners. This includes informing Participant owners of applicable legislative changes in program requirements.

The CHA encourages owners of decent, safe and sanitary housing units to Lease to Section 8 families.

The CHA encourages participation by owners of suitable units located outside areas of low poverty or minority concentration.

In an effort to meet the demand for decent, safe, sanitary and affordable housing in Charlotte and Mecklenburg County the CHA may:

1. Create and distribute literature about the Housing Choice Voucher Program to new and existing property owners;
2. Establish and maintain a Landlord Advisory Committee that will advise CHA on matters relating to landlords as it relates to participation in the Housing Choice Voucher Program;
3. Create and distribute newsletters that update all owners and Participant families as to the program guidelines, program changes, CHA-sponsored events and other activities that may benefit the CHA, owners, Participants and community;
4. Provide various training opportunities to owners in such areas as; Fair Housing, Landlord-Tenant Law, Maintenance, Tenant Selection;
5. Sponsor presentations to local associations, community groups and CHA-sponsored events;
6. Conduct surveys to measure and improve upon customer satisfaction;

Housing Occupancy Plan

CHAPTER 1 – STATEMENT OF POLICIES AND OBJECTIVES

7. Establish policy that reward owners for consistently maintaining their properties at a “Excellent or Good” status per HQS inspections; and
8. Continue to maintain a relationship with local property listing entities whereby interested property owners can list their properties for rent to our assisted families.

Policy regarding Encouraging Property Owners of Units Outside Areas of Poverty and Minority Concentration

The CHA encourages participation from property owners that own units outside of areas of poverty and minority concentration to participate in the Housing Choice Voucher Program. The CHA periodically evaluates the demographic distribution of assisted families to identify areas within the jurisdiction where owner outreach should be targeted. The CHA will work to identify those areas of low poverty and low minority concentration and propose an adjustment in the CHA Payment Standards to attract participation in these areas.

Program Participants are provided with a broad range of areas where they may Lease units inside or outside of the CHA’s jurisdiction and are given a website address where they can access available units. The CHA provides a kiosk at the Housing Choice Voucher office whereby Participants can search for and print out a listing of available properties at no cost to them.

N. VIOLENCE AGAINST WOMEN ACT (VAWA)

To comply with the Violence Against Women Act (VAWA), the CHA will consider the following:

No applicant for the CHA assisted programs who have been a victim of domestic violence, dating violence, or stalking shall be denied admissions into the program if they are otherwise qualified;

Criminal activity directly related to domestic violence, dating violence, or stalking engaged in by a member of a Participant’s Household or any guest or other person under the Participant family’s control shall not be cause for termination of assistance, tenancy, or occupancy rights if the Participant or an immediate member

Housing Occupancy Plan

CHAPTER 1 – STATEMENT OF POLICIES AND OBJECTIVES

of the Participant's Household is the victim of that domestic violence, dating violence or stalking;

An incident(s) or documented threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the Lease by the victim or threatened victim of that violence, and shall not be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence;

The CHA may terminate the assistance to remove a lawful occupant or tenant who engages in criminal acts or threatened acts of violence or stalking to family members or others without terminating the assistance of victimized lawful occupants;

The CHA may honor court orders regarding the rights of access or control of the property, including Emergency Protection Orders (EPO), Domestic Violence Orders (DVO), and other orders issued to protect the victim and abused to address the distribution or possession of property among Household Members where the family "splits";

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

Any protections provided by law which gives greater protection to the victim are not superseded by these provisions.

The CHA may require certifications by the victim of victim status on such forms as the CHA and/or HUD shall prescribe or approve.

A CHA program Participant who moves out of an assisted dwelling unit to protect their health or safety and who: 1) is a victim under the Policy; 2) reasonably believes he or she was imminently threatened by harm from further violence if he or she remains in the unit; and 3) has complied with all other obligations of the program may receive permission to move to another unit with continued assistance

Housing Occupancy Plan

CHAPTER 1 – STATEMENT OF POLICIES AND OBJECTIVES

O. EFFECTIVE DATE

This policy shall be effective upon written approval by HUD following adoption by the CHA, acting through its Board of Commissioners. All prior policy statements of the CHA on the same subject matter shall be superseded by this policy. Upon the effective date, this policy shall apply to all pending applications and existing Leases.

P. AMENDMENT

The CHA may amend this policy by resolution adopted by its Board of Commissioners at a regular or special meeting. The agenda for such meeting shall indicate consideration of amending the policy. Any such amendment shall be subject to approval by HUD, if applicable, and shall be in accord with applicable HUD regulations.

Q. NOTIFICATION

The CHA will post a copy of this policy at all management offices at least thirty (30) days before consideration by the Board of Commissioners of the CHA. All comments by the Participants, Participant organizations, Participant advisory councils, applicants or other organizations about this policy shall be made in writing. Comments shall be sent to the attention of the Participant and CEO of the CHA. The CHA shall review all comments before consideration of this policy by the Board of Commissioners. The CHA staff shall include all comments received and CHA responses in the information provided the Board of Commissioners prior to their consideration of adoption of this policy.

Once the policy is adopted, a copy of the policy will be sent to all Participants of Participants' organizations and organizations which make referrals or counsel applicants or Participants. A copy will also be posted in each management office operated by the CHA.

Housing Occupancy Plan
CHAPTER 2 – ELIGIBILITY FOR ADMISSION

INTRODUCTION

This Chapter defines both HUD and the CHA's criteria for admission to the public housing (section 9) and housing choice voucher (section 8) programs. The policy of CHA is to strive for objectivity and consistency in applying these criteria to evaluate the eligibility of families who apply. The CHA staff will review all information provided by the family carefully and without regard to factors other than those defined in this Chapter. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by the CHA pertaining to their eligibility.

A. ELIGIBILITY FACTORS

The CHA accepts applications only from families whose head of household or spouse is at least eighteen (18) years of age or designated by the court system as an emancipated minor.

The CHA will admit, as Participants, only those applicant families who, at the time of admission, satisfy the preferences adopted by the CHA's Board of Commissioners and the economic and non-economic criteria specified in Chapter 3 of this plan. These requirements are based on the following:

- (1) Preferences;
- (2) Income;
- (3) Assets;
- (4) Family Status;
- (5) Applicants with a disability;
- (6) Financial Responsibility;
- (7) Conduct; and,
- (8) Immigration Status

Privately owned CHA-assisted units or units owned by CHA without assistance with their respective site-based waiting list(s), may have site specific selection criteria that may include but not be limited to criminal background checks, credit and rental history checks, and/or program eligibility criteria.

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

Housing Occupancy Plan

CHAPTER 2 – ELIGIBILITY FOR ADMISSION

The Family's initial eligibility for placement on the waiting list may be made in accordance with the eligibility factors.

B. FAMILY COMPOSITION

The applicant must qualify as a Family. A Family may be a single person or a group of persons.

The CHA acknowledges the following as families:

1. Two (2) legally married adults (the CHA does not observe common-law marriages).
2. A single head of Household and biologically-related Household Members.
3. A single person.

A “family” includes a family with or without a child or children. A single, married, or biologically related persons living together or a disabled person living with a live-in aide is a family. The CHA determines if any other group of persons qualifies as a “family”.

A single person family may be:

- An elderly person
- A displaced person
- A person with a disability

Individuals may not be considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence.

Any Other Single Person

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

Housing Occupancy Plan
CHAPTER 2 – ELIGIBILITY FOR ADMISSION

Head of Household

The head of Household is the adult member of the Household who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a Lease under State/Local law.

Spouse of Head Household

Spouse means the husband or wife of the head.

For proper application of the Non-Citizens Rule, the definition of spouse is the marriage partner who, in order to dissolve the relationship, would have to be divorced. The term "spouse" does not apply to boyfriends, girlfriends, significant others, co-heads, or common-law partners.

Co-Head

An individual in the Household who is equally responsible for the Lease with the Head of Household. A family may have a spouse or Co-Head, but not both. A Co-Head never qualifies as a dependent.

Multiple Families in the Same Household

Two families living together (such as a mother and father, and a married child with his or her spouse and/or children) may be treated as a single family unit.

Elderly Family

A family in which the head of Household, co-head of Household or spouse is age 62 or older.

Disabled Family

A family in which the head of Household, co-head of Household or spouse meets the definition of disabled set forth in the glossary of this plan.

Disabled or Handicapped Applicants. Generally, the CHA will not inquire if an applicant or any person listed on an application is disabled or about the nature or severity of a disability or handicap. The only time when the CHA shall make such inquiries is when the applicant requests special consideration under one of the CHA's housing programs. For example, the CHA must verify a handicap or disability

Housing Occupancy Plan

CHAPTER 2 – ELIGIBILITY FOR ADMISSION

if the applicant seeks admission as a single person under 62 years of age based on their disability or handicap. Similarly, if they request a unit outfitted for handicapped persons, the CHA must verify the handicap or disability before assignment to a handicapped unit.

Thus, the CHA shall make inquiries concerning a handicap or disability only when it must:

- (a) determine the applicant's eligibility or level of benefits under the programs;
- (b) determine if an applicant qualifies for a unit available only to persons with handicaps;
- (c) determine if an applicant is entitled to a priority for a specially designed unit such as a barrier-free unit;
- (d) determine if a handicapped or disabled applicant qualifies for admission to a community designated for Mixed occupancy by the elderly, near elderly, and disabled;
- (e) verify an individual's handicap or disability to determine whether a "reasonable accommodation" in rules, practices or services requested by a handicapped applicant may be necessary and feasible.

The CHA shall not require applicants to provide access to confidential medical records to verify a handicap or disability. Proof of a disability includes receipt of Social Security or Supplemental Social Security Income disability benefits. If such benefits are not received, proof of residence in an institution, documents showing hospitalization for a disability or statements by a health or service professional, such as a social worker, may provide a basis for verification. However, direct contact with a third party is preferable to accepting documents provided by the applicant.

The CHA may make additional inquiries necessary to determine the applicant's eligibility, level of benefits and suitability for residency of the same nature as those made of all applicants, whether or not they have handicaps. This includes:

Housing Occupancy Plan

CHAPTER 2 – ELIGIBILITY FOR ADMISSION

- (i)** inquiring whether an applicant for a dwelling is a current illegal abuser or addict of a controlled substance or has used illegal drugs; and,
- (ii)** inquiring whether an applicant has been convicted of the illegal manufacture or distribution of a controlled substance.

Objectionable behavior impacting on the applicant's ability to fulfill essential Lease obligations may form the basis for rejection of a disabled applicant, where such behavior cannot be corrected by reasonable accommodation, even if the behavior is related to the disability. The CHA may seek information about suitability from a variety of sources, including personal references, institutions where the applicant has lived, doctors, therapists and service agency personnel.

Live-in Aides

A Family may include a Live-in Aide, provided that such Live-in Aide:

- Is determined by the CHA to be essential to the care and well being of an elderly person, or a person with disabilities,
- Is not obligated for the support of the person(s), and
- Would not be living in the unit except to provide care for the person(s).

A Live-in Aide is treated differently than family members:

- Income of the Live-in Aide will not be counted for purposes of determining eligibility or level of benefits.
- Live-in Aides are not subject to Non-Citizen Rule requirements.
- Live-in Aides may not be considered as a remaining member of the tenant family.

Relatives are not automatically excluded from being Live-in Aides, but they must meet all of the elements in the Live-in Aide definition described above.

A Live-in Aide may only reside in the unit with the approval of the CHA. Family members of the Live-in Aide are not allowed to over occupy the assisted unit. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or case worker. The verification provider must

Housing Occupancy Plan

CHAPTER 2 – ELIGIBILITY FOR ADMISSION

certify that a Live-in Aide is needed for the care of the family member who is disabled.

The CHA will approve a Live-in Aide if needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability. Approval of a Live-in Aide for reasonable accommodation will be in accordance with CFR 24 Part 8 and the reasonable accommodations section in Chapter 1 of this plan.

Upon annual re-certifications the CHA will conduct a background screening on all household members of age 16 and older including Live-in Aides.

At any time, the CHA will refuse to approve a particular person as a live-in aide, or may withdraw such approval if:

- The person commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
- The person commits drug-related criminal activity or violent criminal activity; or
- The person currently owes rent or other amounts to the CHA or to another PHA in connection with Section 8 or Public Housing assistance.

Split Households Prior to Issuance of Assistance

When a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation, and the new families both claim the same placement on the waiting list, and there is no court determination, the CHA will make the decision taking into consideration the following factors:

- Which family member applied as head of Household;
- Which family unit retains the children or any disabled or elderly members;
- Restrictions that were in place at the time the family applied;
- Role of domestic violence in the split;
- Recommendations of social service agencies or qualified professionals such as children's protective services.

Housing Occupancy Plan
CHAPTER 2 – ELIGIBILITY FOR ADMISSION

Joint Custody of Children

Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of the Household. "51% of the time" is defined as one hundred eighty-three (183) days of the year, which do not have to run consecutively.

When both parents are on the Waiting List and both are trying to claim the child, the parent whose address is listed in the school records will be allowed to claim the school-age child as a dependent.

Families who claim primary custody in a joint custody or temporary custody guardianship arrangement will be required to certify, and provide supporting documentation to establish, that the child or children reside primarily with the applicant or Participant. At a minimum, the child's school records must show the child's primary address to be the same as the applicant or Participant head of Household.

Fungibility

Under this requirement, at least 75% of all new admissions to both Section 8 and Public Housing shall have incomes less than 30% of Charlotte Median Household incomes, unless the CHA shall have utilized the fungibility provisions of Section 16(a)(4) of the United States Housing Act of 1937. The remainder of all new admissions to both Section 8 and Public Housing may not have an income that exceeds 80% of Charlotte Median. To determine eligibility under the economic criteria, the CHA shall apply the defined financial terms to the financial information obtained through the application process

C. INCOME LIMITATIONS

To be eligible for assistance, an applicant must have an Annual Income at the time of admission that does not exceed the income limits for occupancy established by HUD.

To determine if the family is income-eligible, the CHA compares the Annual Income of the family to the applicable income limit for the family's size.

Families whose Annual Income exceeds the income limit will be denied admission and offered an informal review.

Housing Occupancy Plan

CHAPTER 2 – ELIGIBILITY FOR ADMISSION

D. MANDATORY SOCIAL SECURITY NUMBERS

Families are required to provide verification of social security numbers for all family members. This requirement also applies to persons joining the family after admission to the program.

Failure to furnish verification of social security numbers, within thirty (30) days of request, is grounds for denial or termination of assistance.

Elderly and/or disabled persons must provide verification within sixty (60) days.

E. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS

In order to receive assistance, a family member must be a U.S. citizen or eligible immigrant. Individuals who are neither may elect not to contend their status. Eligible immigrants are persons who are in one of the eligible immigrant categories as specified by HUD.

For the Citizenship/Eligible Immigration requirement, the status of each member of the family is considered individually before the family's status is defined.

- **Mixed Families.** A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed." Such applicant families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.
- **All Members Ineligible.** Applicant families that include no eligible members are ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.
- **Non-Citizen Students.** Defined by HUD in the non-citizen regulations at 24 CFR 5.522 are not eligible for assistance.
- **Appeals.** For this eligibility requirement only, the applicant is entitled to a hearing exactly like those provided for Participants. (see Chapter 16 – Review or Termination of Assistance)

Verification of Status Before Admission

Housing Occupancy Plan

CHAPTER 2 – ELIGIBILITY FOR ADMISSION

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

F. OTHER CRITERIA FOR ADMISSIONS

A family will not be admitted to the program if any member of the family has been evicted from federally assisted housing for drug related criminal activity, violent criminal activity, or other criminal activity as specified in 24 C.F.R § 5.855 within the past seven (7) years.

In determining whether or not a family will likely refrain from detrimental practices and criminal conduct, the CHA will consider:

- (a) The criminal activity of all members of the Household age 16 and older where minor may have been charged as an adult; (24 C.F.R § 5.855)
- (b) Whether the applicant or Family members are current abusers or addicts of a controlled substance or are currently engaging in the illegal use of drugs;
- (c) The arrest and conviction record regarding the illegal sale, manufacture, distribution, and possession with intent to sell and deliver controlled substances; and,
- (d) The family's record, if any, of disturbances of neighbors, destruction of property, or living or housekeeping habits adversely affecting the health, safety, property, or welfare of others (24 C.F.R. § 960.205).

A family will be denied admission to the program if any member of the family fails to sign and submit consent forms for obtaining information required by the CHA.

An applicant may be denied assistance and/or withdrawn from the waiting list for the following program violations:

- The family currently owes rent or other amounts to the CHA or another PHA in connection with the Housing Choice Voucher, Certificate, Moderate Rehabilitation, or Public Housing programs.
- The family has not reimbursed a PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the Lease.

Housing Occupancy Plan

CHAPTER 2 – ELIGIBILITY FOR ADMISSION

- The family has failed to attend a voucher briefing session or a preliminary interview without “good cause” after CHA has scheduled (2) appointments.
- The family has failed to attend any mandatory occupancy training sessions without “good cause”, after CHA has scheduled (2) appointments.
- The CHA has determined that any member of the applicant Household is currently engaged in illegal drug use.
- The CHA may permanently prohibit admissions to the program to any applicant if any member of the Household has been convicted of the manufacture, production or distribution of methamphetamine on the premises of federally assisted housing.
- The CHA shall deny admissions to the program for any Household if any Household member is subject to a lifetime registration requirement under a state sex offender registration program.
- The CHA shall deny admissions to the program to a Household if it has cause to believe that a Household member’s abuse or pattern of abuse of alcohol may threaten the health, safety or right to peaceful enjoyment of the premises by other Participants. The CHA may grant a waiver to the family if it is able to determine that the family member is no longer engaging in abuse of alcohol and has successfully completed a supervised alcohol rehabilitation program; or is currently participating in a supervised alcohol rehabilitation program.
- The family has breached an agreement with a PHA to pay amounts owed to a PHA or amounts paid to an owner by the PHA.
- CHA is authorized to adopt reasonable restrictions for occupancy of specific public housing buildings or community based rental assisted buildings in CHA’s inventory. Buildings or portions of buildings may be designated as Smoke-Free, Pet Free, Assisted Living (or similar reservations).

G. SECTION EIGHT TENANT SCREENING (Section 8 Only)

The CHA will take into consideration any of the criteria for admission described in the "Denial or Termination of Assistance" chapter.

Housing Occupancy Plan

CHAPTER 2 – ELIGIBILITY FOR ADMISSION

The CHA will not screen family behavior or suitability for tenancy. The CHA will not be liable or responsible to the owner or other persons for the family's behavior or the family's conduct in tenancy.

The owner is responsible for screening and selection of the family to occupy the owner's unit. At or before CHA approval of the tenancy, the CHA will inform the owner that screening and selection for tenancy is the responsibility of the owner.

The owner is responsible for screening families based on their tenancy histories, including such factors as [24 CFR 982.307(a)(3)]:

- Payment of rent and utility bills
- Caring for a unit and premises
- Respecting the rights of other Participants to the peaceful enjoyment of their housing
- Drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others; and
- Compliance with other essential conditions of tenancy.

The CHA will give the owner:

- The family's current and prior address as shown in the CHA's records; and
- The name and address (if known by the CHA) of the landlord at the family's current and prior address.

The CHA will offer the owner other information in the CHA's possession concerning the family, including information about the family's tenancy history. The same types of information will be supplied to all owners.

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

H. CRIMINAL HISTORY REQUIREMENT

CHA will conduct criminal background checks for all applicant Household Members 16 and older for purposes of eligibility for admissions (including Live-In Aides). The

Housing Occupancy Plan

CHAPTER 2 – ELIGIBILITY FOR ADMISSION

Head of Household will be required to sign all releases for family members between the ages 16 and 17 authorizing CHA to obtain criminal information for family members between 16 and 17. Persons evicted from federally assisted housing because of drug-related criminal activity, or violent criminal activity, or criminal activity as specified in 24 C.F.R. § 5.855, are ineligible for admissions to the CHA for a 7-year period beginning on the date of such eviction.

In addition, CHA may deny an applicant or family member admissions where an applicant or family member has committed a series of crimes of any kind that indicate habitual criminal behavior or may pose a threat to the health and safety of staff, residents or the community as specified in 24 C.F.R. § 5.855.

I. CHANGES IN ELIGIBILITY PRIOR TO EFFECTIVE DATE OF THE ASSISTANCE

Changes that occur during the period between issuance of assistance or placement in an eligible pool and Lease up may affect the family's eligibility or share of the rental payment. The CHA will apply these changes and make the family aware of their impact.

J. PROHIBITED ADMISSIONS CRITERIA

Admission to the program may not be based on:

- Where a family lives prior to admission to the program.
- Where the family will live with assistance under the program.
- Discrimination because members of the family are recipients of public assistance or children born out of wedlock.
- Discrimination due to race, color, religion, sex, handicap, familial status or national origin.
- Evidence that Applicant or any member of the family is a current victim or past victim of domestic violence, domestic dating, sexual abuse, or stalking; or
- Other reasons as listed in the "Statement of Policies and Objectives" chapter under the Fair Housing and Reasonable Accommodations sections.

Housing Occupancy Plan
CHAPTER 3 – APPLYING FOR ADMISSION

INTRODUCTION

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

A. OVERVIEW OF THE APPLICATION TAKING PROCESS

The purpose of application taking is to permit the CHA to gather information and determine placement on the waiting list. The application will contain questions designed to obtain pertinent program information.

Families who wish to apply for the CHA assisted housing programs must complete a pre-application when the CHA opens the waiting list (s). Once accepted by CHA staff, the pre-application will be maintained based on the CHA preferences listed in this plan and according to date and time of application. A lottery may be used for public housing applicants for property that has been acquisitioned and to avoid displacement due to this acquisition.

The application process will involve two phases. The first phase is the initial application for assistance (referred to as a pre-application or preliminary application). The first phase results in the family's pre-application being selected to populate the waiting list based on date and time of receipt.

The second phase is the "final determination of eligibility" (referred to as the full application). The full application takes place when the family is selected based on CHA availability and the applicant family rising to the top of the wait list based on established preferences.

Section Eight Voucher Program Only

Preliminary applications received for special programs will be maintained separately, since funding for these units were allocated for their specific use. Special Programs include:

1. Family Unification Program (Section 8 Only)

The CHA was awarded 100 Housing Choice Vouchers for families participating in the Family Unification Program. The Mecklenburg County Department for Social Services will be responsible for screening and selecting individuals to refer to the CHA for processing and participating in this program.

2. Veterans Administration Supportive Housing (SECTION 8 ONLY)

The CHA has been awarded 85 Housing Choice Vouchers for area Veterans and their families to participate in the HUD-VASH program. This program is a collaborative partnership with the local Veterans' Administration to provide housing and case management services to homeless veterans. Preliminary applications will be made available in an accessible format upon request from a person with a disability.

The Preliminary application will be dated, time-stamped, and referred to the CHA's Participant Selection department where it will be maintained until such time as it is needed for processing.

B. OPENING/CLOSING OF APPLICATION TAKING

The CHA will utilize the following procedures for opening the waiting list:

When the CHA opens the waiting list, the CHA will advertise through public notice in the newspapers, minority publications and media entities, location(s), and program(s) for which applications are being accepted.

The notice will contain:

- The dates, times, and the locations where families may apply.
- The programs for which applications will be taken.
- A brief description of the program.

Housing Occupancy Plan

CHAPTER 3 – APPLYING FOR ADMISSION

- A statement that public housing Participants must submit a separate application if they want to apply for section 8.
- Limitations, if any, on who may apply.

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

Upon request from a person with a disability, ***one additional week*** will be given as an accommodation for submission of an application after the closing deadline. This accommodation is to allow persons with disabilities the opportunity to submit an application in cases when a social service organization provides inaccurate or untimely information about the closing date.

The CHA will accept applications from eligible families unless there is good cause for not accepting the application such as denial of assistance because of action or inaction by members of the family for the grounds stated in the "Denial or Termination of Assistance" chapter of this plan.

Process for selection of dwelling units to be offered rental assistance in a substantially occupied property:

The following process shall be followed for selection of dwelling units to be offered rental assistance if the property receiving subsidy is substantially occupied at the time rental assistance is available. This process normally applies, but is not limited to, acquisitions or conversions of non-assisted occupied properties in which the CHA introduces the rental assistance.

All dwelling units within the property will be pulled in a random order from the property's listing of rental units by bedroom size. This order shall become the wait list order for offering assistance to the family living in that unit. Occupants of the dwelling units will be contacted in the order in which the dwelling unit appears on the wait list so that the CHA can determine if the family has an interest in the rental assistance program. If the family is interested in the housing subsidy program, normal procedures for determining eligibility and computing rental payments will be followed. If the family is qualified for the program, it will be offered rental assistance and the unit currently being occupied by the family shall be designated as "the assisted unit". If the family occupying the unit does not qualify for the rental

Housing Occupancy Plan

CHAPTER 3 – APPLYING FOR ADMISSION

subsidy program, then the next unit on the wait list will be selected and that family contacted. Random ranking of the existing units shall be performed by the In-house Counsel for the Charlotte Housing Authority.

This process will continue until the required number of units, by bedroom size, has been converted to assisted units, in accordance with the documents governing the operation of the property.

The property management staff will distribute an information sheet to all residents informing them of the process for selecting the units for subsidy assistance.

The property management staff shall maintain a separate waitlist for the future re-occupancy of the designed assisted dwelling units.

Closing the Waiting List

The CHA may discontinue issuing and accepting Preliminary applications if there are enough applicants to fill anticipated openings for the next twenty-four (24) months. The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.

The CHA will announce the closing of the waiting list by public notice.

The open period shall be long enough to achieve a waiting list adequate to cover projected turnover and new allocations over the next twenty (24) months. The CHA will give at least five (5) working days' notice prior to closing the list. When the period for accepting applications is over new applicants will be added to each wait list applied under by: **Preference selected and then by date and time of receipt.**

Limits on Who May Apply

When the waiting list is open, any interested family will be given the opportunity to complete a Pre-Application for the CHA housing assistance programs.

C. "INITIAL" APPLICATION PROCEDURES

The CHA will utilize a preliminary application form. The information is to be filled out by the applicant whenever possible. To provide specific accommodations for persons with disabilities, the information may be completed by a staff person over the telephone. It may also be mailed to the applicant. The CHA will attempt to

Housing Occupancy Plan

CHAPTER 3 – APPLYING FOR ADMISSION

provide translation for non-English speaking applicants. The purpose of the preliminary application is to permit the CHA to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list. The preliminary application may contain at least the following information:

- Applicant name
- Address & telephone number
- Number of family members
- Date and time of application
- Qualification for any local preference
- Racial or ethnic designation of the head of Household
- Annual (Gross) family income

Duplicate applications, including applications from a segment of an applicant Household, will not be accepted.

Preliminary applications will not require an interview. The information on the application will not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.

Preliminary applications that are incomplete, not filled out properly, or illegible will be discarded.

D. APPLICANT STATUS WHILE ON WAITING LIST

Applicants are required to inform the CHA [in writing] of changes in address. Applicants are also required to respond to requests from the CHA to update information on their application and to determine their interest in assistance.

If after a review of the preliminary application the family is determined to be preliminarily eligible, they will be notified in writing or in an accessible format upon request, as a reasonable accommodation.

This written notification of preliminary eligibility will be:

- Mailed to the applicant by first class mail, or

Housing Occupancy Plan

CHAPTER 3 – APPLYING FOR ADMISSION

- Distributed to the applicant in the manner requested as a specific accommodation.

If the family is determined to be ineligible based on the information provided in the preliminary application, the CHA will notify the family in writing (in an accessible format upon request as a reasonable accommodation), state the reason(s), and inform them of their right to an informal review. Persons with disabilities may request to have an advocate attend the informal review as an accommodation. (See "Complaints and Appeals" chapter.)

E. TIME OF SELECTION

When assistance is available, families will be selected from the waiting list in their determined sequence, subject to income targeting requirements.

A Public Housing applicant will be offered a maximum of three (3) housing sites within their chosen sites. If an applicant rejects the third consecutive offer, they will be removed from all Public Housing site-based waiting lists that they may be on.

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

F. COMPLETION OF A FULL APPLICATION

All preferences claimed on the preliminary application or while the family is on the waiting list will be verified after the family is selected from the waiting list, and prior to completing the full application. The qualification for preference must exist at the time the preference is claimed and at the time of verification, because claim of a preference determines placement on the waiting list.

After the preference is verified, when the CHA is ready to select applicants, applicants will be required to participate in a full application interview with a CHA representative during which the applicant will be required to furnish complete and accurate information verbally and documented as requested by the interviewer. The applicant will sign and certify that all information is complete and accurate. The full application will be communicated as requested as an accommodation to a person with a disability.

Housing Occupancy Plan

CHAPTER 3 – APPLYING FOR ADMISSION

Requirement to Attend Interview

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

All adult family members are required to attend the interview and sign the housing application. Exceptions may be made for students attending school out of state/for members for whom attendance would be a hardship. If an adult member of the Household cannot attend the interview, he/she will be required to attend an interview within thirty (30) days to review the information and to certify by signature that all of the information is complete and accurate.

It is the head of Household's responsibility to reschedule the appointment for the missing adult member. If the Household fails to provide the CHA with the missing information within thirty (30) days, the CHA will withdraw the application.

If an applicant fails to appear for their interview without prior approval of the CHA, their application will be withdrawn unless they can provide acceptable documentation to the CHA that an emergency prevented them from attending the interview.

Reasonable accommodation will be made for persons with a disability who require an advocate or accessible offices. A Power of Attorney appointed designee will be allowed to participate in the interview process on behalf of the applicant.

If an application is denied due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal review. (See Chapter 20, "Complaints and Appeals")

All adult Household Members must sign any CHA approved release of information forms Lease, the application/ and all supplemental forms required by the CHA, the declarations and consents related to citizenship/immigration status and any other documents required by the CHA. The head of Household must sign all releases for minor children to authorize the CHA to obtain various required information for

Housing Occupancy Plan

CHAPTER 3 – APPLYING FOR ADMISSION

admissions. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and release as required by the CHA.

Every adult Household member 18 or older must sign a consent form to release criminal records and to allow the CHA to receive records and use them in accordance with HUD regulations. The Head of Household must sign all releases for minor children between the ages of 16 and 17 to authorize the CHA to obtain criminal background information for admissions determination.

If the CHA determines at or after the interview that additional information or document(s) are needed, the CHA will request the document(s) or information in writing. The family will be given thirty (30) days to supply the information.

If the information is not supplied in this time period, the CHA will provide the family a notification of denial for assistance. (See "Complaints, Informal Reviews, and Informal Hearings" Chapter 20)

G. VERIFICATION

Information provided by the applicant will be verified, using the procedures in the "Verification Procedures" in chapter 7. Family composition, income, allowances and deductions, assets, full-time student status, eligibility and rent calculation factors, and other pertinent information will be verified. Verifications may not be more than one hundred and twenty (120) calendar days old at the time of issuance of assistance.

Public Housing Application Verification Procedures

Verification and Investigation. By law, the CHA must verify the income and other information required for preferences or eligibility for special programs of the applicant Head of Household and the Spouse regardless of age and of each Adult member in the Household. It is mandatory that each Adult Household Member on the application sign an authorization for release of information regarding wages, credit history, employment, income, pensions, assets, benefits, child care expenses, criminal activity, family composition, handicapped assistance, identity and marital status, medical expenses, social security numbers, residency and rental history and any other information required to determine eligibility. The CHA will perform criminal background checks on all Household Members age 16 and older. The CHA

Housing Occupancy Plan

CHAPTER 3 – APPLYING FOR ADMISSION

will utilize consent and release forms to obtain authorization for release of information. Failure of a member of the Household to sign the consent form when required constitutes grounds for denying admission or continuing participation in the CHA's housing programs.

The CHA's collection and use of information shall, in all events, be subject to the limitations, restrictions and safeguards described in Chapter 7. The CHA shall use reasonable efforts to verify the family's earned and unearned income, preference status, entitlement to deductions and exemptions, value of assets, size of family, status as a family, and conformity to other non-economic criteria for eligibility. Such efforts shall include, but not be limited to, the procedures described below.

In connection with the other non-economic criteria for eligibility, the CHA will make reasonable efforts to obtain information about relevant conduct and practices of the Applicant Family. Such efforts shall, in all events, be consistent with the purposes, procedures and safeguards established by this Policy.

(1) Release of Information. As required by law, the CHA will release to any Federal, State, or local law enforcement officer the current address, Social Security number, and photograph (if any) of any Participant or member of the Participants Household, if the officer:

- (a) furnishes to the CHA the name of the Participant and/or member of the Participants Household; and
- (b) notifies the CHA that:
- (c) the named individual:
 - (1) is fleeing to avoid prosecution, or custody or confinement after conviction, under the law of the place from which the individual flees, for a crime, or attempt to commit a crime, which is a felony under the laws of the place from which the individual flees, or
 - (2) is violating a condition of probation or parole imposed under Federal or State law; or
 - (3) has information that is necessary for the officer to conduct the officers official duties;

Housing Occupancy Plan

CHAPTER 3 – APPLYING FOR ADMISSION

- (i) the location or apprehension of the individual is within such officers official duties; and
- (ii) the request is made in the proper exercise of the officers official duties.

H. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

After the verification process is completed, the CHA will make a final determination of eligibility. This decision is based upon information provided by the family, the verifications completed by the CHA, and the current eligibility criteria in effect. If the family is determined to be eligible, the CHA will mail a notification of eligibility. A briefing will be scheduled for the issuance of a voucher or the family orientation to the site will be scheduled.

I. NOTIFICATION OF INELIGIBILITY

Notification of Ineligibility. If an Applicant Family is determined to be ineligible, the CHA shall mail to the applicant a notification of ineligibility.

- (1) The notification shall state the reason or reasons for the determination. It shall include a short summary of the evidence relied upon in making the determination, but does not need to identify specific sources of that evidence.
- (2) The notification shall advise that the family may seek a reversal of the determination at an informal, non-adversarial, fact-finding hearing before the CHA's Participant and CHA assigned designee (who shall be a person who did not participate in or approve the initial determination, and who is not a subordinate of the person who participated in or approved the initial determination).

The informal review must be requested by the applicant in writing within ten (10) working days of the notification date. Notification under this section shall be deemed given when a copy of the notification is mailed to the applicant at his or her last known address.

Housing Occupancy Plan

CHAPTER 3 – APPLYING FOR ADMISSION

Notification of Ineligibility Based on Immigration Status. When the CHA decides to deny assistance for an applicant family, the CHA shall send the family a notice which includes the following:

- (1) Statement that housing assistance is denied and an explanation of why;
- (2) Notification that the family may be eligible for prorated assistance if it is a Mixed Family;
- (3) The right to appeal the results of the secondary verification to the INS and to submit additional documentation or a written explanation in support of the appeal in accordance with the procedures set forth in 24 C.F.R. § 5.514(e);
- (4) The right to request an informal hearing from the CHA in lieu of an INS appeal or after an INS appeal;
- (5) A statement that housing assistance to the family may not be delayed until the conclusion of the INS appeal process, but that it may be delayed during the pendency of the CHA's informal hearing process; and
- (6) If denial of assistance is based upon failure of INS secondary verification to confirm eligible immigration status, that:
 - (a) The family has thirty (30) days from the date of the CHA's notification to request an appeal of the INS results;
 - (b) The family must submit its request for an appeal in writing directly to the INS; and
 - (c) The family must provide a copy of its written request for appeal and proof of mailing to the CHA.

Housing Occupancy Plan

CHAPTER 4 – ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST

INTRODUCTION

It is the CHA's objective to ensure that families are placed in the proper order on the waiting list and selected from the waiting list for admissions in accordance with the policies in this plan.

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

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

A. WAITING LIST

The CHA uses a single waiting list for admission to its Section 8 tenant-based assistance program. The CHA maintains a site-based waiting list for all Public Housing sites.

Except for Special Admissions, applicants will be selected from the CHA waiting list in accordance with policies, preferences, and income targeting requirements defined in this plan.

The CHA will maintain information that permits proper selection from the waiting list.

The waiting list contains the following information for each applicant listed:

- Applicant name
- Family unit size (number of bedrooms family qualifies for under CHA subsidy standards)
- Date and time of application
- Qualification for any local preference
- Racial or ethnic designation of the head of Household
- Number of persons in family
- Targeted program qualifications

Housing Occupancy Plan

CHAPTER 4 – ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST

B. SPECIAL ADMISSIONS

If HUD awards a CHA program funding that is targeted for specifically named families, the CHA will admit these families under a Special Admission procedure.

Special admissions families will be admitted outside of the regular waiting list process. They do not have to qualify for any preferences, nor are they required to be on the program waiting list. The CHA maintains separate records of these admissions. Special Admissions voucher recipients that have been determined eligible for participation are immediately eligible to use the portability feature of the voucher.

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

- A family displaced because of demolition or disposition of a public or Indian housing project;
- A family residing in a multifamily rental housing project when HUD sells, forecloses or demolishes the project;
- For housing covered by the Low Income Housing Preservation and Participant Home-ownership Act of 1990;
- A family residing in a project covered by a project-based Section 8 HAP contract at or near the end of the HAP contract term; and
- A non-purchasing family residing in a HOPE 1 or HOPE 2 project.
- Applicants who are admitted under Special Admissions, rather than from the waiting list, are referred to the CHA by designated entities.

Currently, the CHA observes the following Special admission programs:

- Family Unification Program
- Veteran's Administration Supportive Housing (VASH)
- Community Based Rental Assisted Housing

Housing Occupancy Plan

CHAPTER 4 – ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST

C. WAITING LIST PREFERENCES

An applicant will not be granted any local preference if any member of the family has been evicted from Public housing assisted under a 1937 Housing Act program during the past seven (7) years because of drug related criminal activity, or violent criminal activity or other criminal activity specified in 24 C.F.R § 5.855.

The CHA may grant an exception to such a family if:

- The responsible member has successfully completed a rehabilitation program.
- The evicted person clearly did not participate in or know about the drug related activity.

If an applicant makes a false statement in order to qualify for a local preference, the CHA will withdraw the application.

D. LOCAL PREFERENCES FOR APPLICANTS

The CHA will offer public notice when changing its preference system and the notice will be publicized using the same guidelines as those for opening and closing the waiting list.

The CHA uses the following local preference system for external applicants (Head of Household, Co-Head of Household or Spouse can qualify for the preference unless otherwise indicated):

1. City relocation due to condemnation
2. Families or individuals currently participating in a self reliance, supportive service program that assists in serving those that are disabled, homeless or in short term transitional housing programs (maximum of two years).
3. Disabled (any family member)
4. Elderly
5. Near Elderly
6. Family
7. Singles

Housing Occupancy Plan

CHAPTER 4 – ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST

E. INCOME TARGETING

In accordance with the Quality Housing and Work Responsibility Act of 1998, each fiscal year the CHA will reserve a minimum of seventy-five percent of its Section 8 new admissions for families whose income does not exceed 30% of the area median income. HUD refers to these families as "extremely low-income families." The CHA will admit families who qualify under the Extremely Low Income limit to meet the income targeting requirement, regardless of preferences.

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

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

F. INITIAL DETERMINATION OF LOCAL PREFERENCE QUALIFICATION

The CHA will verify all preferences claimed by the family at the time of selection from the waiting list. If, at the time of preference verification, it is determined by the CHA that the family did not qualify for the preference claimed, as of the date of application, and the preference claim was the only reason for placement of the family on the list, the family will be removed from the list and their application withdrawn.

G. PREFERENCE AND INCOME TARGETING ELIGIBILITY

Change in Circumstances

Changes in an applicant's circumstances while on the waiting list may affect the family's entitlement to a preference. Applicants are required to notify the CHA in writing when their circumstances change.

When an applicant claims an additional preference, she/he will be placed on the waiting list in the appropriate date/time order determined by the newly-claimed preference.

Housing Occupancy Plan

CHAPTER 4 – ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST

Other Housing Assistance

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

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

- Refuse to list the applicant on the CHA waiting list for tenant-based assistance;
- Refuse to list the applicant on the CHA waiting list for public housing assistance;
- Deny any admission preference for which the applicant is currently qualified;
- Change the applicant's place on the waiting list based on preference, date and time of application, or other factors affecting selection under the CHA selection policy; or
- Remove the applicant from the waiting list.

However, the CHA may remove the applicant from the waiting list for the voucher program if the CHA has offered the applicant assistance under the voucher program and they have declined.

H. ORDER OF SELECTION

The CHA's method for selecting applicants from a preference category leaves a clear audit trail that can be used to verify that each applicant has been selected in accordance with the method specified in this plan.

Local Preferences

Local preferences will be used to select families from the waiting list. The CHA has selected the following system to apply local preferences:

1. Local preferences will be numerically ranked, with number one being the highest preference, in the order listed previously in Section D.
2. Date and time of application

Housing Occupancy Plan

CHAPTER 4 – ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST

I. PREFERENCE DENIAL

If the CHA denies a preference, the CHA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal review with a CHA designated hearing officer. If the preference denial is upheld as a result of the meeting, or the applicant does not request a meeting, the applicant will be placed on the waiting list without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against.

J. REMOVAL FROM WAITING LIST AND PURGING

The waiting list will be purged routinely, but not less than once every twelve (12) months by a mailing to all applicants to ensure that the waiting list is current and accurate. The mailing will ask for confirmation of continued interest. A written response of the applicant is required. The mailings to the applicant will state that failure to respond within fifteen (15) days will result in the applicant's name being dropped from the waiting list and his/her application withdrawn. If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless a CHA designated hearing officer determines there were circumstances beyond the person's control.

An extension of thirty (30) days to respond will be granted, if requested and needed as a reasonable accommodation for a person with a disability. If the applicant did not respond to the CHA request for information or updates because of a family member's disability, the CHA will reinstate the applicant in the family's former position on the waiting list if the request is made within thirty (30) days of the original due date.

If a letter is returned by the Post Office without a forwarding address, the applicant will be removed without further notice, and the envelope and letter will be maintained in the file.

K. PUBLIC HOUSING WAIT LIST MANAGEMENT

When it appears to the CHA that an applicant family will soon be eligible for a vacancy, based on reported family size, income and status, the CHA will notify the applicant by first class mail. The notice shall state the date and time that the

Housing Occupancy Plan

CHAPTER 4 – ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST

applicant must come to the office to certify the accuracy of the Application information, including any changes entered in the applicant's file since the time of Application. Thereafter, the CHA will verify and obtain information relevant to admission and occupancy. Any information that is more than three (3) months old will be re-verified by the CHA.

Application Pool. The CHA may develop and maintain a pool of current applications from eligible, or apparently eligible, families on a site basis (if it obtains the appropriate approval for the same from HUD), or, with respect to privately-owned sites, in accordance with a plan submitted by it and approved, as appropriate, by HUD, in any manner that will permit retrieval and further processing, in accordance with the policies set forth herein, based on the following categories of information:

- (1) Type (Family, Elderly, Near Elderly, or Disabled Family) and size (number of bedrooms) of the required Unit;
- (2) Preferences;
- (3) Income mix priority; and,
- (4) Date and time of application.

Housing Occupancy Plan
CHAPTER 5 - SUBSIDY STANDARDS

INTRODUCTION

HUD guidelines require that the CHA establish subsidy standards for the determination of family unit size, and that such standards provide for a minimum commitment of subsidy while avoiding overcrowding. The standards used for the unit size selected by the family must be within the minimum unit size requirements of HUD's Housing Quality Standards. This Chapter explains the subsidy standards which will be used to determine the family unit size for various sized families when they are selected from the waiting list, as well as the CHA's procedures when a family's size changes, or a family selects a unit size that is different from that approved for assistance.

A. DETERMINING FAMILY UNIT SIZE

The CHA does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom. The CHA's subsidy standards for determining bedroom size shall be applied in a manner consistent with Fair Housing guidelines.

For subsidy standards, an adult is a person eighteen (18) years old or older.

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

The unit size for subsidy purposes remains the same as long as the family composition remains the same, regardless of the actual unit size rented.

Guidelines for Determining Bedroom Size

Bedroom Size	Persons in Household	
	Minimum Number	Maximum Number
0 Bedroom	1	1
1 Bedroom	1	2
2 Bedrooms	2	4
3 Bedrooms	3	6
4 Bedrooms	4	8
5 Bedrooms	6	10
6 Bedrooms	8	12

Housing Occupancy Plan

CHAPTER 5 – SUBSIDY STANDARDS

Generally, the CHA assigns one bedroom to two people within the following guidelines:

- Separate bedrooms should be allocated for persons of the opposite sex (other than adults who have a spousal relationship and children under age five [5]).
- A separate bedroom may be allocated for minor children with an age difference of eight (8) years or more.
- Live-in Attendants will generally be provided a separate bedroom. No additional bedrooms are provided for the attendant's family (family members of the live-in aid are not permitted to over occupy the assisted unit).

Space may be provided for a child who is away at school but who lives with the family during school recesses.

A single pregnant women residing in an efficiency unit may request an additional bedroom. For other than a single pregnant woman residing in an efficiency unit birth of a child does not automatically result in awarding of an additional bedroom. In the case of an addition to the Household resulting from a custody agreement, adoption or birth, other than in the case of an efficiency, the CHA "Guideline for Determining Bedroom Size" shall apply.

In the case where an adult child has moved out of the unit and has been taken off the family composition to attend college or trade school full time, attend Job Corps or other job training program full time or enlist in the U.S. Armed Services, the family may submit a written request to add the adult child back to the family composition upon completion of the program or end of service in the military.

For adult children absent from the unit for reasons other than those described above an adult child may be temporarily absent from the assisted unit for a period not to exceed (24) months. The Head of Household, in this case, must submit a written request to add the adult child back to the family composition any time prior to (24) months of being absent. Where a written request to add an absent child (18 or older) back to the family composition will be subjected to the CHA required criminal background check. In order for the CHA to approve a request to add an adult child back to the family composition the adult child must pass the CHA required criminal background check.

B. EXCEPTIONS TO SUBSIDY STANDARDS

The CHA shall grant exceptions from the subsidy standards if the family requests and the CHA determines the exceptions are justified as an accommodation for persons with disabilities. Requests based on health related reasons must be verified by a medical professional.

The CHA will not automatically issue a larger bedroom size due to additions of family members other than by birth, adoption, marriage, or court-awarded custody. The family must provide the CHA with a written request to add additional family members and await a written decision from CHA either approving or denying the request to add.

PHA Error

If the CHA makes an error in the bedroom size designation, the family will be issued assistance of the appropriate size, effective the first working day following the termination date of the current Lease based on availability. The CHA will not renew tenancy if the unit to be occupied will result in an incorrect bedroom size designation and the correct unit size is available.

Changes for Applicants

The bedroom size is determined prior to the briefing/interview appointment by comparing the family composition to the CHA subsidy standards. If an applicant requires a change in the bedroom size, based on the requirements of the CHA subsidy standards, the above-referenced guidelines will apply.

Changes for Participants

The CHA will only approve additions to the Household that result from birth by the head of Household, birth by another member of the Household shown on the family composition, legal adoptions, or court-awarded custody. The CHA will not accept notarized letters as proof of custody. Only a court-awarded custody will suffice as proof of custody. The family must submit its request to add a member to the family composition as a result of legal adoption or court-awarded custody prior to the family member being added to the Household.

Housing Occupancy Plan

CHAPTER 5 – SUBSIDY STANDARDS

However, a notarized statement as proof of custody will be accepted if the head of Household is also receiving benefits on behalf of the additional member by another federally funded program such as TANF or food stamps.

Under-housed and -Over -housed Families

If a unit does not meet HQS/UPCS space standards due to an increase in family size (unit too small), the CHA will issue notice of the appropriate size and assist the family in locating a suitable unit. If the unit is too large the family may continue to remain in the unit and pay the difference in the increased rent as long as it is affordable. When not affordable, as determined by the CHA, the CHA will issue notice of the appropriate size unit and assist the family in locating suitable housing.

The CHA will also notify the family of the circumstances under which an exception will be granted, such as:

- A family with a disability is under-housed in an accessible unit.
- A family requires the additional bedroom because of a health problem which has been verified by the CHA.

Exceptions to Add to Family Composition

- Exceptions to add to family composition may be considered by the CHA on a case-by-case basis with senior management-level or higher approval based on availability, pending wait list selections, and pending reasonable accommodations requests that may have a financial impact on the assisted housing programs.
- In the case where the head of Household is requesting to add to the family composition to care for a relative of the head of Household only (birth parent, sister, brother, niece, nephew, aunt, uncle) a written request must be submitted to the CHA. The CHA may allow the head of Household to temporarily add relative as described herein to the family composition for a period of (60) calendar days while the CHA considers the request to add to family composition. The head of Household must provide the CHA with documentation to support the relationship of the relative to the head of Household.

Housing Occupancy Plan

CHAPTER 5 – SUBSIDY STANDARDS

- Prior to the end of the sixty (60) calendar day period, the CHA will render a written decision on the request to add to family composition.
- If the CHA approves the request to add to family composition and the addition will cause the assisted unit to be overcrowded according to the CHA approved subsidy standards, the family must obtain an updated voucher and or transfer to a larger size unit. Prior to the sixty (60) calendar day review period, the family must obtain written approval from the owner/landlord to add to the Household. The family must provide the CHA with a copy of the written approval and the CHA must confirm prior to CHA approval to add.
- If the CHA denies the request to add for any reason the family must remove the relative from the assisted unit. The family may grieve denial to add to family composition as detailed in the CHA grievance policy.

C. UNIT SIZE SELECTED

SECTION EIGHT UNIT SIZE SELECTION

The family may select a different size dwelling unit other than that provided by the CHA. There are three criteria to consider:

- *For Section 8 Units Subsidy Limitation:* The family unit size as determined for a family under the CHA subsidy standard for a family assisted in the CHA programs is based on the CHA's adopted payment standards. The payment standard for a family shall be the *lower of*:
 - The payment standard amount for the family unit size; or
 - The payment standard amount for the unit size rented by the family.
- *For Section 8 Units Utility Allowance:* The utility allowance used to calculate the gross rent is based on the actual size of the unit the family selects, regardless of the size authorized on the family's Voucher.
- *For Section 8 units Housing Quality Standards:* The standards allow two persons per living/sleeping room and permit maximum occupancy levels (assuming a living room is used as a living/sleeping area) as shown in the table below. The levels may be exceeded if a room in addition to bedrooms and living room is used for sleeping.

Housing Occupancy Plan
CHAPTER 5 - SUBSIDY STANDARDS

PUBLIC HOUSING UNIT SIZE SELECTION

Type and Size of Unit. Near Elderly and Elderly Families shall have priority over other families for units in high-rise communities specifically designated for occupancy by near elderly and elderly families. Elderly families, near elderly and disabled families shall jointly have a priority over other families for units in high-rise communities specifically designated for mixed occupancy by near elderly, elderly and disabled families and for efficiency and one-bedroom units in family and scattered site communities. As among themselves, near elderly, elderly and disabled families (but, in case of disabled families, only with respect to mixed occupancy high-rise communities and efficiency and one-bedroom units in family and scattered site communities) shall be offered a unit as their names come to the top of the waiting list; no one of the foregoing groups shall have any priority over any of the others.

HQS GUIDELINES FOR UNIT SIZE SELECTED

Unit Size	Maximum Number in Household
0 Bedroom	1
1 Bedroom	2
2 Bedrooms	4
3 Bedrooms	6
4 Bedrooms	8
5 Bedrooms	10
6 Bedrooms	12

D. HOUSING ASSISTANCE DETERMINATION FOR SPLIT HOUSEHOLDS

In those instances when a family assisted under the CHA housing assistance program becomes divided into two otherwise eligible families due to divorce, legal separation, or the division of the family, and the new families cannot agree as to

Housing Occupancy Plan
CHAPTER 5 – SUBSIDY STANDARDS

which new family unit should continue to receive the assistance, and there is no determination by a court, the CHA may consider the following factors to determine which of the families will continue to be assisted:

- Which of the two new family units has custody of dependent children.
- Which family member was the head of Household when the assistance was initially issued (listed on the initial application).
- The composition of the new family units, and which unit contains elderly or disabled members.
- Whether domestic violence was involved in the split.
- Which family members remain in the unit.
- Recommendations of social service professionals.

Documentation of these factors will be the responsibility of the requesting parties. If documentation is not provided, the CHA will terminate assistance on the basis of failure to provide information necessary for a recertification.

E. PUBLIC HOUSING UNIT OFFERS

1. Housing Offers. Eligible applicant Families shall be offered the opportunity to Lease vacant Units as they become available. Unit offers will be prioritized based on the number of days vacant with the oldest vacant units being offered first and in accordance with the manner set forth below:
 - (a) Families. Except as otherwise provided, concerning income targeting and de-concentration of poverty, applicant families shall be offered an opportunity to Lease a specified unit of suitable type and size in the community where applicant placed an application and their name comes to the top of that site’s waiting list. [If the applicant rejects that opportunity, their application will be withdrawn from that site’s waitlist and the family will be allowed an additional choice in (up to) two (2) other communities if they have placed an application at those sites. If the applicant rejects the third offer of an available unit at a community for which they placed an application, the application will then be withdrawn from all waiting lists they may have been placed on. The applicant will be so notified by the CHA.]

Housing Occupancy Plan

CHAPTER 5 – SUBSIDY STANDARDS

- (b) Disabled Families. Applicant disabled families shall be offered an opportunity to Lease a specified unit of suitable type and size in the community where applicant has placed an application once their name reaches the top of the waiting list. Offers to disabled families shall be processed the same as the site-based process described above. The applicant will be so notified by the CHA.

- (c) Single Persons. Applicant single persons shall be offered an opportunity to Lease a specified unit of suitable type and size in accordance with the housing offer section only when the following conditions exist:
 - (i) There are no elderly, near elderly, or disabled families or other families on the waiting list which would be qualified for a unit to be occupied by a single person that are willing to accept an offer of a suitable vacant Unit in a specific community;
 - (ii) The CHA has determined that there are not enough eligible elderly, near elderly, or disabled families or other families which would qualify for such units to fill all units that are currently vacant or are expected to become vacant in the next twelve (12) months; and,
 - (iii) The CHA has conducted thorough outreach program to identify interested elderly, near elderly, or disabled families. The program will include:
 - (v) Contacting groups of elderly, near-elderly, and disabled persons who have historically been unlikely to apply; and,
 - (vi) Attempts to identify eligible elderly, near-elderly, and disabled families residing in non-elderly communities who are willing to transfer to units for which the single person would otherwise qualify.

- (d) Special Considerations. If the applicant is willing to accept the unit offered, but presents to the CHA clear and convincing evidence that, for reasons not related to race, religion, creed, sex, color, or national origin,

Housing Occupancy Plan

CHAPTER 5 - SUBSIDY STANDARDS

the applicant is unable to move at the time of the offer, or unable to move without undue hardship (as determined by the Regional Manager), applicant will remain on the waiting list and offer will not be grounds for withdrawing applicant from the waiting list. Special considerations are allowed that may prevent application withdrawal. Among the reasons to be considered would be: Inaccessibility to place of employment or children's day care; obligations under a Lease with an unexpired term of more than two (2) months, etc.

Rejecting Offers: If an offer is made from one of the applicant's chosen sites and it is rejected, the application will be withdrawn from that site-based waiting list.

Housing Occupancy Plan

CHAPTER 6 – FACTORS RELATED TO TENANT RENT DETERMINATION

INTRODUCTION

The CHA will use the methods as set forth in this plan to verify and determine that family income at admission and at annual recertification is correct. The accurate calculation of Annual Income and Adjusted Income will ensure that families are not paying more or less money for rent than their obligation under the Regulations.

This Chapter defines the allowable expenses and deductions to be subtracted from Annual Income and how the presence or absence of Household Members may affect the tenant rent payment. Income and tenant rent payment are calculated in accordance with 24 CFR Part 5, Subparts E and F, and further instructions set forth in HUD Notices and Memoranda. The formula for the calculation of tenant rent payments are specific and not subject to interpretation. The CHA's policies in this Chapter address those areas which allow the CHA discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of total tenant payment.

A. CHA RENT REFORM AND WORK REQUIREMENT [MTW]

Beginning in Fiscal year 2010, the CHA began to implement a rent reform and a work requirement for CHA residents and participants. Please refer to Appendix N: Rent Reform and Appendix O: Work Requirement for more information.

B. INCOME AND ALLOWANCES

Income: Includes all monetary amounts which are received on behalf of the family. For purposes of calculating the total tenant rent, HUD defines what is to be calculated and what is to be excluded in the federal regulations. In accordance with this definition, all income which is not specifically excluded in the regulations is counted.

Annual Income: Defined as the gross amount of income anticipated to be received by the family during the twelve (12) months after certification or recertification. Gross income is the amount of income prior to any HUD allowable expenses or deductions, and does not include income which has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits.

Adjusted Income: Defined as the Annual income minus any HUD allowable expenses and deductions.

Housing Occupancy Plan

CHAPTER 6 – FACTORS RELATED TO TENANT RENT DETERMINATION

HUD has five (5) allowable deductions from Annual Income:

- *Dependent Allowance:* \$480 each for family members (other than the head or spouse) who are minors, and for family members who are eighteen (18) and older who are full-time students or who are disabled.
- *Elderly/Disabled Allowance:* \$400 per family for families whose head or spouse is sixty-two (62) or older or disabled.
- *Allowable Medical Expenses:* Deducted for all family members of an eligible elderly/disabled family.
- *Child Care Expenses:* Deducted for the care of children under thirteen (13) years of age when child care is necessary to allow an adult member to work, attend school, or actively seek employment and participate in work supports).
- *Allowable Disability Assistance Expenses:* Deducted for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.

C. DISALLOWANCE OF EARNED INCOME FROM RENT RECERTIFICATIONS (Applies to all Public Housing Participants and Section 8 Participants with disabilities who are not required to participate in MTW /Rent Reform Initiatives.

The annual income for qualified families may not be increased as a result of increases in earned income of a family member beginning on the date on which the increase in earned income begins and continuing for a cumulative twelve-month period. After the family receives twelve (12) cumulative months of the full exclusion, annual income will include a phase-in of half the earned income excluded from annual income.

**Earned-income is considered income resulting from employment, interest paid, dividends etc.*

- A family qualified for the earned-income exclusion is a family that is receiving CHA housing assistance under the Housing Choice Voucher Program and is disabled or a Public Housing Program participant; and

Housing Occupancy Plan

CHAPTER 6 – FACTORS RELATED TO TENANT RENT DETERMINATION

- Whose annual income increases as a result of employment of a family member and who was previously unemployed for one or more years prior to employment;
- Whose annual income increases as a result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or
- Whose annual income increases, as a result of new employment or increased earnings of a family member, (a disabled family member in Section 8), during or within six (6) months after receiving assistance, benefits or services under any State program for TANF provided that the total amount over a six (6) month period is at least \$500.

The HUD definition of "previously unemployed" includes a person who has earned in the previous twelve (12) months no more than the equivalent earnings for working ten (10) hours per week for fifty (50) weeks at the minimum wage. Minimum wage is the prevailing minimum wage in the State or locality.

The HUD definition of economic self-sufficiency program is: any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families. Such programs may include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or Household management, apprenticeship, or any other program necessary to ready a Participant to work (such as substance abuse or mental health treatment).

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

The amount of TANF received in the six (6) month period includes monthly income and such benefits and services as one (1) time payment, wage subsidies, and transportation assistance.

The amount that is subject to the disallowance is the amount of incremental increase in income of a family member. The incremental increase in income is calculated by comparing the amount of the family member's income before the

Housing Occupancy Plan

CHAPTER 6 – FACTORS RELATED TO TENANT RENT DETERMINATION

beginning of qualifying employment) to the amount of such increased earned income after the beginning of employment.

Initial Twelve-Month Exclusion

During the cumulative twelve-month period beginning on the date a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the CHA will exclude from annual income of a qualified family any increase in income of the family member as a result of employment over the prior income of that family member.

Second Twelve-Month Exclusion and Phase-In

During the second cumulative twelve-month period after the expiration of the initial cumulative twelve-month period referred to above, the CHA must exclude from annual income of a qualified family 50% of any increase in income of a family member as a result of employment over income of that family member prior to the beginning of such employment.

Maximum Four Year Disallowance

The earned income disallowance is limited to a lifetime forty-eight (48) month period for each family member. For each family member, the disallowance only applies for a maximum of twelve (12) months of full exclusion of incremental increase, and a maximum of twelve (12) months of phase-in exclusion during the forty-eight (48) month period starting from the date of the initial exclusion.

If the period of increased income does not last for twelve (12) consecutive months, the disallowance period may be resumed at any time within the forty-eight (48) month period, and continued until the disallowance has been applied for a total of twelve (12) months of each disallowance (the initial twelve-month full exclusion and the second twelve-month phase-in exclusion).

No earned-income disallowance will be applied after the forty-eight (48) month period following the initial date the exclusion was applied.

Housing Occupancy Plan

CHAPTER 6 – FACTORS RELATED TO TENANT RENT DETERMINATION

Applicability to Child Care and Disability Assistance Expense Deductions

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

Tracking the Earned Income Exclusion

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

Such documentation will include:

- Date the increase in earned income was reported by the family
- Name of the family member whose earned income increased
- Reason (new employment, participation in job training program, within six (6) months after receiving TANF) for the increase in earned income
- Amount of the increase in earned income (amount to be excluded)
- Date the increase in income is first excluded from annual income
- Date the family member has received a total of twelve (12) months of the initial exclusion
- Date the twelve (12) month phase-in period began
- Date(s) earned income ended and resumed during the second cumulative twelve-month period (phase-in) of exclusion (if any)
- Ending date of the maximum forty-eight (48) month [four (4) years] disallowance period (forty-eight [48] months from the date of the initial earned income disallowance)

The CHA will maintain a tracking system to ensure correct application of the earned income disallowance.

Housing Occupancy Plan

CHAPTER 6 – FACTORS RELATED TO TENANT RENT DETERMINATION

Inapplicability to Admission

The earned income disallowance is only applied to determine the annual income of disabled families who are Participants in the Housing Choice Voucher or all Public Housing Program participants, and therefore does not apply for purposes of admission to the program (including the determination of income eligibility or any income targeting that may be applicable)

D. MINIMUM RENT

"Minimum Rent" is fifty dollars (\$50.00) per month for fiscal year 2009; seventy-five dollars (\$75.00) per month in fiscal year 2010; and one hundred dollars (\$100.00) per month in fiscal year 2011 and no sooner than 12 months from the prior minimum rent increase. Minimum rent refers to the monthly total tenant payment and includes the combined amount a family pays per month towards rent and/or utilities when it is applied.

Minimum Rent Hardship Requests for an Exception to Minimum Rent The CHA may grant a minimum rent exception based on the CHA's Minimum Rent Policy. (*See Appendix P: the "Hardship Policy"*)

E. MINIMUM RENT REPORTING

Quarterly Reporting. In some instances, a Participant family may have no reported income. While paying minimum rent, the Participant family shall be on a quarterly reporting basis.

Participants on quarterly reporting must sign a statement regarding the income of all Household Members and other information regarding the economic status of the family before the sixth (6th) day of every first (1st), fourth (4th) seventh (7th), and tenth (10th) months. The information they must provide includes:

- (a) any efforts they or other adult Household Members have made to locate employment or financial assistance during the previous months;
- (b) all bills incurred by members of the Household and current payment status of those bills;

Housing Occupancy Plan

CHAPTER 6 – FACTORS RELATED TO TENANT RENT DETERMINATION

- (c) the amount and source of any payments made to any creditors or collection agencies during the past thirty (30) days; and,
- (d) the amount and sources of any amounts expended for food, clothing, or other consumables for members of the Household.

All adult members of the Household must sign an authorization for Release of Information from the Internal Revenue Service, the Social Security Administration, the North Carolina Department of Revenue, the Mecklenburg County Department of Social Services and any other agency capable of verifying any income or assistance which may be received by Household Members. Failure to provide the above information or sign the Authorization forms by the sixth (6th) day of every second (2nd) month may result in the Lease being terminated.

F. DEFINITION OF TEMPORARILY/PERMANENTLY ABSENT

The CHA must compute all applicable income of every family member who is on the Lease, including those who are temporarily absent. In addition, the CHA must count the income of the spouse or the head of the Household if that person is temporarily absent, even if that person is not on the Lease.

“Temporarily Absent” is defined as away from the unit between thirty (30) and one hundred and eighty (180) days unless otherwise specified in this chapter.

- Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.
- It is the responsibility of the head of Household to report changes in family composition. The CHA will evaluate absences from the unit using this policy.

ABSENCE OF ANY MEMBER

Any member of the Household will be considered permanently absent if she or he is away from the unit for one hundred eighty (180) consecutive days except as otherwise provided in this Chapter.

Housing Occupancy Plan

CHAPTER 6 – FACTORS RELATED TO TENANT RENT DETERMINATION

ABSENCE DUE TO MEDICAL REASONS

If any family member leaves the Household to enter a facility such as hospital, nursing home, or rehabilitation center, the CHA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than one hundred eighty (180) consecutive days, the family member will not be considered permanently absent.

If the person who is determined to be permanently absent is the sole member of the Household, assistance will be terminated in accordance with the CHA's "Absence of Entire Family" policy.

ABSENCE DUE TO FULL-TIME STUDENT STATUS

Full time students who attend school away from the home will be treated in the following manner:

- Full time students who attend school away from the home and live with the family during school recess will be considered temporarily absent from the Household.

ABSENCE DUE TO INCARCERATION

If any Household member (including a sole Household member) is incarcerated for more than one hundred eighty (180) consecutive days, she or he will be considered permanently absent.

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

ABSENCE OF CHILDREN DUE TO PLACEMENT IN FOSTER CARE

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

If the time period is to be greater than one hundred eighty (180) consecutive days from the date of removal of the children, the family unit size will be reduced. If all children are removed from the home permanently, the family unit size will be reduced in accordance with the CHA's subsidy standards.

Housing Occupancy Plan

CHAPTER 6 – FACTORS RELATED TO TENANT RENT DETERMINATION

Absence of Entire Family

These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, the CHA will terminate assistance in accordance with appropriate termination procedures contained in this Plan.

Families are required both to notify the CHA before they move out of a unit and to give the CHA information about any family absence from the unit.

Families must notify the CHA in writing at least thirty (30) days before moving out of the unit. If the entire family is to be absent from the unit for more than thirty (30) days the family must notify the CHA in writing at least thirty (30) days before leaving the unit. An absence caused by an emergency will be considered by the CHA on the following basis:

- Documentation supplied to the CHA supporting the family's claim

If the entire family is absent from the assisted unit for more than one hundred eighty (180) consecutive days, the unit will be considered to be vacated and the assistance will be terminated.

HUD regulations require the CHA to terminate assistance if the entire family is absent from the unit for a period of more than one hundred eighty (180) consecutive calendar days.

"Absence" means that no family member is residing in the unit.

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

- Write letters to the family at the unit
- Telephone the family at the unit
- Interview neighbors
- Verify if utilities are in service
- Check with the post office
- Check with the landlord

Housing Occupancy Plan

CHAPTER 6 – FACTORS RELATED TO TENANT RENT DETERMINATION

If the absence which resulted in termination of assistance was due to a person's disability, and the CHA can verify that the person was unable to notify the CHA in accordance with the family's responsibilities, and if funding is available, the CHA may reinstate the family as an accommodation if requested by the family, as long as the period was within one hundred eighty (180) days.

Caretaker for Children

If the head of Household or no other adult Household member (Household member must have already been approved by CHA) remains in the Household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the CHA will treat that adult as a visitor for the first thirty (30) days.

If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, the assistance will be transferred to the caretaker.

If the appropriate agency cannot confirm the guardianship status of the caretaker, the CHA will review the status at thirty (30) day intervals.

If custody or legal guardianship has not been awarded by the court, but the action is in process, the CHA will secure verification from social services staff or the attorney as to the status.

The CHA will use discretion as deemed appropriate in determining assignation of the assistance on behalf of the children.

When the CHA approves a person to reside in the unit as caretaker for the children, the income should be counted pending a final disposition. The CHA will work with the appropriate service agencies and the landlord to provide a smooth transition in these cases.

If a member of the Household is subject to a court order that restricts him/her from the home for more than one hundred eighty (180) consecutive days, the person will be considered permanently absent.

Housing Occupancy Plan

CHAPTER 6 – FACTORS RELATED TO TENANT RENT DETERMINATION

VISITORS

Any adult not included on the HUD 50058 who has been in the unit more than fourteen (14) consecutive days without CHA approval, or a total of thirty (30) days in a twelve-month period, will be considered to be living in the unit as an unauthorized Household member.

Failure to provide evidence of any other address will be considered verification that the visitor is a member of the Household.

Statements from neighbors and/or the landlord will be considered in making the determination.

Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence.

The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the Household and CHA will terminate assistance since prior approval was not requested for the addition.

In a joint custody arrangement, if the minor is in the Household less than one hundred eighty (180) days per year, the minor will be considered to be an eligible visitor and not a family member.

REPORTING ADDITIONS TO OWNER AND CHA

Reporting changes in Household composition to the CHA is both a HUD and a CHA requirement.

The family obligations require the family to request CHA approval to add any other family member as an occupant of the unit and to inform the CHA of the birth, adoption or court-awarded custody of a child. The family must request prior approval of additional Household Members in writing. If any new family member is added, the income of the additional member will be included in the family income as applicable under HUD regulations.

Housing Occupancy Plan

CHAPTER 6 – FACTORS RELATED TO TENANT RENT DETERMINATION

If the family does not obtain prior written approval from the CHA, any person the family has permitted to move in will be considered an unauthorized Household member.

In the event that a visitor continues to reside in the unit after the maximum allowable time, the family must report it to the CHA in writing within three (3) days of the maximum allowable time.

Families are required to report any additions to the Household in writing to the CHA within ten (10) business days of the anticipated move-in date.

An interim recertification will be conducted for any additions to the Household.

In addition, the Lease may require the family to obtain prior written approval from the owner when there are changes in family composition other than birth, adoption or court awarded custody.

REPORTING ABSENCES TO THE CHA

Reporting changes in Household composition is both a HUD and a CHA requirement.

If a family member leaves the Household, the family must report this change to the CHA, in writing, within ten (10) days of the change and certify as to whether the member is temporarily absent or permanently absent.

The CHA will conduct an interim evaluation for changes which affect the Total Tenant Payment in accordance with the interim policy

G. AVERAGING INCOME

When annual income cannot be anticipated for a full twelve (12) months, the CHA may:

- Average known sources of income that vary to compute an annual income, or
- If there are bonuses or overtime which the employer cannot anticipate for the next twelve (12) months, bonuses and overtime received the previous year will be used.

Housing Occupancy Plan

CHAPTER 6 – FACTORS RELATED TO TENANT RENT DETERMINATION

Income averaging will apply to families whose income is considered sporadic. Such categories of income or employment will include, but are not limited to:

1. Seasonal employment
2. Temporary employment
3. School system employment
4. Migrant employment
5. Employees working in fields where at least 30% of their annual incomes is based on earnings from tips or bonuses (employees working as hairstylist, barbers, cosmetologists, waiters/waitresses, bartenders, valets, luggage handlers, hotel doorman)
6. Employee working in the sales field where at least 30% of their annual income is based on earnings from commissions.
7. Self-Employment income

If, by averaging, an estimate can be made for those families whose income fluctuates from month-to-month, this estimate will be used so as to reduce the number of interim adjustments. An interim adjustment will not be completed for anticipated decreases in income or short term reductions in income of ninety (90) days or less.

The method used depends on the regularity, source and type of income.

INCOME AVERAGING EXAMPLE:

A Teacher's Aide who has two dependents has an income of \$800.00 per month x 9 months = \$7,200. During the summer months the aide doesn't work and has zero income. The aide has no other deductions except for a dependent allowance. By averaging known income the total tenant rent payments per month would be:

$$\begin{array}{r} \$7,200 (\$800 \times 9) \\ \$7,200 = \text{annual income} \\ \underline{- 960} = \text{dependent allowance} \\ \$6,240 = \text{adjusted income} \end{array}$$

\$156.00 = total tenant rent payments (30% of adjusted annual income / 12 months)

Because the income was averaged by known income an interim will not be required.

Housing Occupancy Plan

CHAPTER 6 – FACTORS RELATED TO TENANT RENT DETERMINATION

H. MINIMUM INCOME

There is no minimum income requirement. Families who report zero income are required to complete a written certification at least every twelve (12) months.

Families who report zero income are required to participate in an interim recertification at least once every ninety (90) days. Upon implementation of the work requirement the family will be required to obtain employment of a minimum number of work hours per week as established in this policy by the CHA work requirement in policy (Appendix O).

If the family's expenses exceed their known income, the CHA will make inquiry of the Head of Household as to the nature of the family's accessible resources.

I. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the Household, the CHA will calculate the income by using the following methodology:

- Exclude the income of the person permanently confined to the nursing home and give the family no deductions for medical expenses of the confined family member.

J. REGULAR CONTRIBUTIONS AND GIFTS

Regular contributions and gifts received from persons outside the Household are counted as income for calculation of the total tenant payment.

Any contribution or gift received every two (2) months or more frequently will be considered a "regular" contribution or gift, unless the amount is less than \$400 per year. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (See "Verification Procedures" chapter for further definition.)

If the family's expenses exceed its known income, the CHA will inquire of the family regarding contributions and gifts.

Housing Occupancy Plan

CHAPTER 6 – FACTORS RELATED TO TENANT RENT DETERMINATION

K. ALIMONY AND CHILD SUPPORT

Regular alimony and child support payments are counted as income for calculation of total tenant payment.

If the amount of child support or alimony received is less than the amount awarded by the court, the CHA will use the amount awarded by the court unless the family can verify that they are not receiving the full amount and verification of item(s) below are provided.

The CHA will accept verification that the family is receiving an amount less than the award if:

- The CHA receives verification from the agency responsible for enforcement or collection.
- The CHA receives verification from the individual responsible for payment.
- The family furnishes documentation of child support or alimony collection action filed through a child support enforcement/collection agency, or has filed an enforcement or collection action through an attorney.

It is the family's responsibility to supply a certified copy of the divorce decree.

L. LUMP-SUM RECEIPTS

Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not included in income but may be included in assets.

Lump-sum payments caused by delays in processing periodic payments such as unemployment or welfare assistance are counted as income. Lump sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset. Deferred periodic payments which have accumulated due to a dispute will be treated the same as periodic payments which are deferred due to delays in processing.

In order to determine the amount of retroactive tenant rent that the family owes as a result of the lump sum receipt:

Housing Occupancy Plan

CHAPTER 6 – FACTORS RELATED TO TENANT RENT DETERMINATION

- **The CHA uses a calculation method which calculates retroactively or prospectively depending on the circumstances.**

Retroactive Calculation Methodology

The CHA will go back to the date the lump-sum payment was received, or to the date of admission, whichever is closer.

The CHA will determine the amount of income for each certification period, including the lump sum, and recalculate the tenant rent for each certification period to determine the amount due the CHA.

The family has the choice of paying this "retroactive" amount to the CHA in a lump sum. At the CHA's option, the CHA may enter into a Payment Agreement with the family. The amount owed by the family is a collectible debt even if the family becomes unassisted.

M. CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS

Contributions to company retirement/pension funds are handled as follows:

- While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment.
- After retirement or termination of employment, count any amount the employee elects to receive as a lump sum.

N. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

The CHA must count assets disposed of for less than fair market value during the two (2) years preceding certification or recertification. The CHA will count the difference between the market value and the actual payment received in calculating total assets.

Assets disposed of as a result of foreclosure or bankruptcy is not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation is not considered to be assets disposed of for less than fair market value.

Housing Occupancy Plan

CHAPTER 6 – FACTORS RELATED TO TENANT RENT DETERMINATION

O. CHILD CARE EXPENSES

Child care expenses for children under thirteen (13) may be deducted from annual “earned” income if they enable an adult to work or attend school full time, or to actively seek employment, or participate in a Moving Forward work support initiative.

In the case of a child attending private school, only after-hours care can be counted as child care expenses.

The allowance of deductions for child care expenses is based on the following guidelines:

- Child Care to Work: The maximum child care expense allowed must be less than the amount earned by the person enabled to work.
- Child Care for School: The number of hours claimed for child care may not exceed the number of hours the family member is attending school, including reasonable travel time to and from school.

P. MEDICAL EXPENSES

When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide.

Nonprescription medicines prescribed by a medical provider will be counted toward medical expenses for families who qualify if the family furnishes legible receipts.

Acupressure, acupuncture, and related herbal medicines, and chiropractic services will be considered allowable medical expenses.

Q. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES

Applicability

Proration of assistance must be offered to any "mixed" applicant or Participant family. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.

Housing Occupancy Plan

CHAPTER 6 – FACTORS RELATED TO TENANT RENT DETERMINATION

Prorated Assistance Calculation

Prorated assistance is calculated by determining the amount of assistance payable if all family members were eligible and multiplying by the percent of the family members who actually are eligible. Calculations for each housing program are performed on the HUD 50058 form.

R. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

The CHA will not reduce the rental contribution for families whose welfare assistance is reduced specifically because of:

- fraud by a family member in connection with the welfare program; or/
- failure to participate in an economic self-sufficiency program; or
- noncompliance with a work activities requirement

However, the CHA will reduce the rental contribution if the welfare assistance reduction is a result of:

- The expiration of a lifetime time limit on receiving benefits; or
- A situation where a family member has not complied with other welfare agency requirements; or
- A situation where a family member has complied with welfare agency economic self-sufficiency or work activities requirements but cannot or has not obtained employment, such as the family member has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits.

Imputed welfare income is the amount of annual income not actually received by a family as a result of a specified welfare benefit reduction that is included in the family's income for rental contribution.

Imputed welfare income is not included in annual income if the family was not an assisted Participant at the time of sanction.

The amount of imputed welfare income is offset by the amount of additional income a family receives that begins after the sanction was imposed.

Housing Occupancy Plan

CHAPTER 6 – FACTORS RELATED TO TENANT RENT DETERMINATION

When additional income is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.

Verification Before Denying a Request to Reduce Rent

The CHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance with economic self-sufficiency or work activities requirements *before* denying the family's request for rent reduction.

The welfare agency, at the request of the CHA, will inform the CHA of:

- amount and term of specified welfare benefit reduction for the family;
- reason for the reduction; and
- subsequent changes in term or amount of reduction.

Cooperation Agreements

The CHA cooperates with the local welfare agency in obtaining the necessary information regarding welfare sanctions.

S. SECTION EIGHT UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS

The same Utility Allowance Schedule is used for all tenant-based programs.

The utility allowance is intended to cover the cost of utilities not included in the rent. The allowance is based on the typical cost of utilities and services paid by energy-conservative Households that occupy housing of similar size and type in the same locality. Allowances are not based on an individual family's actual energy consumption.

The CHA's utility allowance schedule, and the utility allowance for an individual family, must include the utilities and services that are necessary in the locality to provide housing that complies with the housing quality standards.

Housing Occupancy Plan

CHAPTER 6 – FACTORS RELATED TO TENANT RENT DETERMINATION

The CHA may not provide any allowance for non-essential utility costs, such as costs of cable or satellite television.

The CHA must classify utilities in the utility allowance schedule according to the following general categories: space heating, air conditioning, cooking, water heating, water, sewer, trash collection; other electric, refrigerator (for tenant supplied refrigerator), range (cost of tenant-supplied range); and other specified services.

An allowance for tenant-paid air conditioning will be provided in those cases where the majority of housing units in the market have central air conditioning or are wired for tenant installed air conditioners [24 CFR 982.517].

The CHA will review the utility allowance schedule annually. If the review finds a utility rate has changed by ten (10) percent or more since the last revision of the utility allowance schedule, the schedule will be revised to reflect the new rate. Revised utility allowances will be applied in a Participant family's rent calculation at their next annual recertification.

The approved utility allowance schedule is given to families along with their Voucher. The utility allowance is based on the actual unit size selected.

Where families provide their own range and refrigerator, the CHA will establish an allowance adequate for the family to purchase or rent a range or refrigerator, even if the family already owns either appliance. Allowances for ranges and refrigerators will be based on the lesser of the cost of leasing or purchasing the appropriate appliance over a twelve-month period.

Where the calculation on the HUD 50058 results in a utility reimbursement payment due the family [24 CFR 982.514(b)], the PHA will provide a utility reimbursement payment for the family each month. The check will be made to and forwarded to the tenant Participant.

Housing Occupancy Plan
CHAPTER 7 – VERIFICATION PROCEDURES

INTRODUCTION

HUD regulations require that the factors of eligibility and Total Tenant Payment/Family Share be verified and documented by the CHA. CHA staff will obtain written verification from independent sources whenever possible and will document tenant files whenever third party verifications are not possible as to why third party verification was impossible to obtain.

Applicants and program Participants must provide true and complete information to the CHA whenever information is requested. The CHA's verification requirements are designed to maintain program integrity. This chapter explains the CHA's procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and changes in family composition. The CHA will obtain proper authorization from the family before requesting information from independent sources.

By law, the CHA must verify the income and other information required for preferences or eligibility for special programs of the Head of Household and the Spouse regardless of age and of each Adult member in the Household. It is mandatory that each Adult Household Member on the lease sign an authorization for release of information regarding wages, credit history, employment, income, pensions, assets, benefits, child care expenses, criminal activity, family composition, handicapped assistance, identity and marital status, medical expenses, social security numbers, residency and rental history and any other information required to determine eligibility. The CHA will perform criminal background checks on all Household Members age 16 and older. The CHA will utilize consent and release forms to obtain authorization for release of information. Failure of a member of the Household to sign the consent form when required constitutes grounds for denying admission or continuing participation in the CHA's housing programs. (24 C.F.R § 5.60; 24 C.F.R § 960.259)

As a rule, the CHA requires program Participants and applicants to furnish required information within fourteen (14) days. If a Participant fails to provide required information within fourteen (14) days, the CHA will terminate assistance. Should an applicant fail to provide required information within fourteen (14) days, the CHA will disqualify the application and remove the individual's name from the waiting list. For disabled and/or elderly Program Participants, and applicants, exceptions may be granted as a Reasonable Accommodation.

Housing Occupancy Plan
CHAPTER 7 – VERIFICATION PROCEDURES

A. METHODS OF VERIFICATION AND TIME ALLOWED

1. Hierarchy of Verification Methods

Under the Rental Integrity Monitoring (RIM) initiative, HUD established a hierarchy of five verification levels.

Hierarchy Levels:

- a. Up-Front income Verification (UIV)/Enterprise Income Verification (EIV)
CONSIDERED THE HIGHEST LEVEL OF VERIFICATION
- b. Third-party written
CONSIDERED A HIGH LEVEL OF VERIFICATION
- c. Third-party oral
CONSIDERED A MEDIUM LEVEL OF VERIFICATION
- d. Document Review
CONSIDERED A MEDIUM – LOW LEVEL OF VERIFICATION
- e. Certification/Tenant self declaration; or Document in the files why third-party verification was not available.
CONSIDERED THE LOWEST LEVEL OF VERIFICATION

CHA has executed UIV agreements with the State of North Carolina Employment Security Commission, and the Charlotte/Mecklenburg County Department Social Services to access records to verify wages, general assistance and other forms of assistance.

2. Use of Up Front Income Verification (UIV) / Enterprise Income Verification (EIV)

When UIV/EIV does not differ substantially from Participant provided documents, CHA may use UIV/EIV to satisfy their regulatory obligation to obtain third-party verification.

CHA defines “*differ substantially*” as \$200 or more per month in what the Participant reported versus what CHA obtains through UIV/EIV.

Housing Occupancy Plan

CHAPTER 7 – VERIFICATION PROCEDURES

B. CHA RESPONSIBILITIES USING UIV/EIV

Although the UIV system will be an excellent tool, CHA will still have the responsibility to:

1. Compare UIV/ EIV information with Participant-provided information
2. Resolve income discrepancies promptly
3. Maintain a current HUD-9886 “Authorization to Release” or other form of authorization
4. Restrict access to the UIV/EIV data and;
5. Ensure UIV/EIV data is stored in a physically secure environment

C. METHODS OF VERIFICATION AND TIME ALLOWED

The CHA will verify information through the five methods of verification acceptable to HUD in the following order:

1. UIV/EIV
2. Third-Party Written
3. Third-Party Oral
4. Review of Documents
5. Certification/Self-Declaration.

The CHA will allow fourteen (14) calendar days for return of third-party verifications and, when appropriate, fourteen (14) calendar days for Participants to return documents or certifications. The CHA will document the file as to why third-party written verification was not used.

For applicants, verifications may not be more than one hundred and twenty (120) days old at the time of issuance of assistance.

1. UIV/EIV

UIV/EIV is used to verify information directly with the source using a web-based, real-time database. CHA staff will have immediate access to certain

Housing Occupancy Plan

CHAPTER 7 – VERIFICATION PROCEDURES

records that may be obtained before or at the annual recertification. The family will be required to sign an authorization for the information source to release the specified information.

Up front income verification (UIV)/ Enterprise Income Verification (EIV) should be used in lieu of Third-Party Written verification when accessible. In the event that UIV/EIV differs substantially from the income reported by the family, third party-written must be obtained to verify the accuracy of the UIV/EIV.

2. Third-Party Written Verification

Third-party written verification is used to verify information directly with the source. Third-party written verification forms will be sent and returned via first-class mail. The family will be required to sign an authorization for the information source to release the specified information.

Verifications received electronically and by fax directly from the source are considered third-party written verifications. If verification is received by fax, the letterhead of the third party source must be included in the fax.

The CHA will accept verifications in the form of computerized printouts delivered by the family from the following agencies:

- Veterans Administration
- Social Security Administration
- Department of Social Services (TANF)
- Mecklenburg County Child Support
- Unemployment Compensation Board
- City or County Courts
- Other City, County, State or Federal Agency

3. Third-Party Oral Verification

Oral third-party verification will be used when written third-party verification is delayed or not possible, and when CHA has reason to question the veracity of

Housing Occupancy Plan

CHAPTER 7 – VERIFICATION PROCEDURES

information provided. The CHA will make two (2) attempts to obtain third-party oral verification. When third-party oral verification is used, CHA staff will be required to complete and sign the third-party form, noting with whom they spoke, the date of the conversation, and the facts provided.

- **When Third-Party Verification Can Not Be Obtained**

In the event that third-party written or oral verification is not obtained after four (4) attempts by the CHA to contact the third-party source, third-party verification will be declared unattainable. Once declared unattainable, the CHA will note the file accordingly and utilize documents provided by the family as the primary source if the documents provide complete information.

All such documents, excluding government checks, will be photocopied and retained in the applicant file. The staff viewing the document will note the date the original was copied and initial the copy. In cases where documents are viewed which cannot be photocopied, staff viewing the document(s) will complete a form describing the document viewed and will sign and date the form.

The CHA will accept the following documents from the family provided that the document is such that tampering would be easily noted:

- Printed wage stubs covering the most recent consecutive four - six (4-6) weeks;
- Computer print-outs from the employer;
- Signed letters provided that the information is confirmed by phone; and
- Other documents noted in this Chapter as acceptable verification.

If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, the CHA will utilize the third-party verification.

4. Review of Documents

When neither UIV/EIV, third party written, or oral verification is possible, staff will request the applicant/Participant to bring in actual documents at the time of application or annual recertification interview.

Housing Occupancy Plan

CHAPTER 7 – VERIFICATION PROCEDURES

All documents, excluding government checks, will be photocopied and placed in the applicant/family file.

Where review of documents occurs and forms cannot be photocopied, staff viewing document(s) will be required to complete a Document Viewed form.

5. Self-Certification/Self-Declaration

When verification cannot be made by third-party verification or review of documents, families will be required to submit a self-certification.

Self-certification means a statement or affidavit signed and notarized under penalty of perjury in the presence of a witness or approved CHA staff person.

For applicants, verification may not be more than one-hundred and twenty (120) calendar days old at the time of the offer of assistance.

For Participants, verifications are valid for a period of one-hundred and twenty (120) calendar days from the date of receipt by the CHA.

The CHA will have a staff on site that may notarize documents on behalf of the family at no cost.

The CHA will allow two (2) weeks for return of third-party verifications before going to the next method. The CHA will document the file as to why third party written verification was not used.

For applicants, verification may not be more than one-hundred and twenty (120) calendar days old at the time of the offer of assistance. For Participants, verifications are valid for a period of one-hundred and twenty (120) calendar days from the date of receipt by the CHA.

D. RELEASE OF INFORMATION

Adult family members will be required to sign a CHA approved release of information form.

In addition, all adult family members will be required to sign specific CHA approved release of information forms for release of information/privacy act notice. The head of Household must sign all releases for minor children between the ages of sixteen (16) and seventeen (17) to authorize CHA to obtain various required information.

Housing Occupancy Plan

CHAPTER 7 – VERIFICATION PROCEDURES

Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any information and to sign consent forms requested by the CHA or HUD.

E. ITEMS TO BE VERIFIED

1. All income not specifically excluded by the regulations.
2. Full-time student status including High School students who are eighteen (18) or over.
3. Current assets including assets disposed of for less than fair market value in preceding two (2) years.
4. Child care expense where it allows an adult family member to be employed or to further his/her education.
5. Total medical expenses of all family members in Households whose head or spouse is elderly or disabled.
6. Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus for a disabled member of the family, which allow an *adult* family member to be employed.
7. Disability for determination of preferences, allowances or deductions.
8. U.S. citizenship/eligible immigrant status
9. Social security numbers for all family members who have been issued a social security number.
10. "Preference" status
11. Familial/Marital status when needed for head or spouse definition.
12. Verification of Reduction in Benefits for Noncompliance: The CHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance *before* denying the family's request for rent reduction.

F. VERIFICATION OF INCOME

This section defines the methods the CHA will use to verify various types of income.

Housing Occupancy Plan
CHAPTER 7 – VERIFICATION PROCEDURES

Employment Income

Verification forms request the employer to specify the:

- Dates of employment
- Amount and frequency of pay
- Date of the last pay increase
- Likelihood of change of employment status and effective date of any known salary increase during the next twelve (12) months
- Year to date earnings
- Estimated income from overtime, tips, bonus pay expected during next twelve (12) months

Acceptable methods of verification include, in this order:

1. Employment verification form completed by the employer.
2. Check stubs or earning statements, which indicate the employee's gross pay, frequency of pay or year to date earnings.
3. W-2 forms plus income tax return forms.
4. Self-certifications or income tax returns signed by the family may be used.

Applicants and program Participants may be requested to sign an authorization for release of information from the Internal Revenue Service for further verification of income. In cases where there are questions about the validity of information provided by the family, the CHA will require the most recent federal income tax statements. Where doubt regarding income exists, a referral to IRS for confirmation will be made on a case-by-case basis.

Social Security, Pensions, Supplementary Security Income (SSI), Disability Income

Acceptable methods of verification include, in this order:

1. Benefit verification form completed by agency providing the benefits.

Housing Occupancy Plan

CHAPTER 7 – VERIFICATION PROCEDURES

2. Award or benefit notification letters prepared and signed by the providing agency.
3. Computer report electronically obtained or in hard copy.

Unemployment Compensation

Acceptable methods of verification include, in this order:

1. Verification form completed by the unemployment compensation agency.
2. Computer report electronically obtained or in hard copy, from unemployment office stating payment dates and amounts.
3. Payment stubs.

Welfare Payments or General Assistance

Acceptable methods of verification include, in this order:

1. CHA verification form completed by payment provider.
2. Computer-generated benefit verification report.

Alimony or Child Support Payments

Acceptable methods of verification include, in this order:

1. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.
2. A notarized letter from the person paying the support.
3. Copy of last three (3) checks and/or payment stubs from Court Trustee. CHA must record the date, amount, and number of the check.
4. Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.

If payments are irregular, the family must provide:

- A copy of the separation or settlement agreement or a divorce decree stating the amount and type of support and payment schedules.

Housing Occupancy Plan

CHAPTER 7 – VERIFICATION PROCEDURES

- A statement from the agency responsible for enforcing payments to show that the family has filed for enforcement.
- A notarized affidavit from the family indicating the amount(s) received.
- A welfare notice of action showing amounts received by the welfare agency for child support.

Net Income from a Business

In order to verify the net income from a business, the CHA will view IRS and financial documents from prior years and use this information to anticipate the income for the next twelve (12) months.

Acceptable methods of verification include:

1. IRS Form 1040, including:
2. Schedule C (Small Business)
3. Schedule E (Rental Property Income)
4. Schedule F (Farm Income)
5. If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.
6. Audited or un-audited financial statement(s) of the business.
7. Documents such as manifests, appointment books, cash books, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six [6] months) to project income for the next twelve (12) months. The family will be advised to maintain these documents in the future if they are not available.
8. Family's self-certification as to net income realized from the business during previous years.

Child Care Business

If an applicant/Participant is operating a licensed day care business, income will be verified as with any other business.

Housing Occupancy Plan

CHAPTER 7 – VERIFICATION PROCEDURES

If the applicant/Participant is operating a "cash and carry" operation (which may or may not be licensed), the CHA will require that the applicant/Participant complete a form for each customer which indicates: name of person(s) whose child (children) is/are being cared for, phone number, number of hours child is being cared for, method of payment (check/cash), amount paid, and signature of person.

If the family has filed a tax return, the family will be required to provide it.

Recurring Gifts

The family must furnish a self-certification which contains the following information:

- The person who provides the gifts
- The value of the gifts
- The regularity (dates) of the gifts
- The purpose of the gifts

Zero Income Status

Families claiming to have no income will be required to execute verification forms to determine that forms of income such as unemployment benefits, TANF, SSI, etc. are not being received by the Household.

The CHA will run a credit report if information is received that indicates the family has an unreported income source.

Full-time Student Status

Only the first \$480 of the earned income of full time students, other than head, co-head, or spouse, will be counted towards family income.

Most financial aid, scholarships and grants received by full time students is not counted towards family income.

Verification of full time student status includes:

- Written verification from the registrar's office or other school official.

Housing Occupancy Plan

CHAPTER 7 – VERIFICATION PROCEDURES

- School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.

G. INCOME FROM ASSETS

Savings Account Interest Income and Dividends

Acceptable methods of verification include, in this order:

1. Account statements, passbooks, certificates of deposit, or CHA verification forms completed by the financial institution.
2. Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification.
3. IRS Form 1099 from the financial institution, provided that the CHA must adjust the information to project earnings expected for the next twelve (12) months.

Interest Income from Mortgages or Similar Arrangements

Acceptable methods of verification include, in this order:

1. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next twelve (12) months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown.)
2. Amortization schedule showing interest for the twelve (12) months following the effective date of the certification or recertification.

Net Rental Income from Property Owned by Family

Acceptable methods of verification include, in this order:

1. IRS Form 1040 with Schedule E (Rental Income).
2. Copies of latest rent receipts, Leases, or other documentation of rent amounts.
3. Documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities,

Housing Occupancy Plan

CHAPTER 7 – VERIFICATION PROCEDURES

and bank statements or amortization schedules showing monthly interest expense.

4. Lessee's written statement verifying rent payments to the family and family's self-certification as to net income realized.

H. VERIFICATION OF ASSETS

Family Assets

The CHA will require the information necessary to determine the current cash value of the family's assets, (the net amount the family would receive if the asset were converted to cash).

Acceptable verification may include any of the following:

1. Verification forms, letters, or documents from a financial institution or broker.
2. Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.
3. Quotes from a stock broker or realty agent as to net amount family would receive if they liquidated securities or real estate.
4. Real estate tax statements if the approximate current market value can be deduced from assessment.
5. Financial statements for business assets.
6. Copies of closing documents showing the selling price and the distribution of the sales proceeds.
7. Appraisals of personal property held as an investment.
8. Family's self-certification describing assets or cash held at the family's home or in safe deposit boxes.

For all Certifications and Recertifications, the CHA will obtain the family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification.

Housing Occupancy Plan

CHAPTER 7 – VERIFICATION PROCEDURES

If the family certifies that they have disposed of assets for less than fair market value, verification is required that shows: (a) all assets disposed of for less than Fair Market Value (FMV); (b) the date they were disposed of; (c) the amount the family received; and (d) the market value of the assets at the time of disposition. A statement regarding circumstances of disposal of may be required. Third party verification will be obtained wherever possible. [CFR 982.516]

Child Care Expenses

Written verification from the person who receives the payments is required. If the child care provider is an individual, she or he must provide a statement of the amount they are charging the family for their services.

Verifications must specify the child care provider's name, address, telephone number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.

Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

Medical Expenses

Families who claim medical expenses will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. All expense claims will be verified by one (1) or more of the methods listed below:

- Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.
- Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.
- Written confirmation from the Social Security Administration of Medicare premiums to be paid by the family over the next twelve (12) months. A computer printout will be accepted.

Housing Occupancy Plan
CHAPTER 7 – VERIFICATION PROCEDURES

For Attendant Care:

- A reliable, knowledgeable professional's certification that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes.
- Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.
- Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next twelve (12) months.
- Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next twelve (12) months.
- Receipts or other record of medical expenses incurred during the past twelve (12) months that can be used to anticipate future medical expenses. CHA may use this approach for "general medical expenses" such as non-prescription drugs and regular visits to doctors or dentists, but not for one time, nonrecurring expenses from the previous year.
- The CHA will use mileage at the rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

I. ASSISTANCE TO PERSONS WITH DISABILITIES

In All Cases:

- Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.
- Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

Housing Occupancy Plan
CHAPTER 7 – VERIFICATION PROCEDURES

Attendant Care:

- Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.
- Certification of family and attendant and/or copies of canceled checks family used to make payments.

Auxiliary Apparatus:

- Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.
- In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

J. VERIFYING NON-FINANCIAL FACTORS

Verification of Legal Identity

In order to prevent program abuse, the CHA will require applicants to furnish verification of legal identity for all family members.

The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

- a. Certificate of Birth, naturalization papers
- b. Church issued baptismal certificate
- c. Current, valid Driver's license
- d. U.S. military discharge (DD 214)
- e. U.S. passport
- f. Voter's registration
- g. Company/agency Identification Card
- h. Department of Motor Vehicles Identification Card
- i. Hospital records

Housing Occupancy Plan

CHAPTER 7 – VERIFICATION PROCEDURES

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

- Certificate of birth
- Adoption papers
- Custody agreement
- Health and Human Services ID

Verification of Marital Status

- Verification of divorce status will be a certified copy of the divorce decree, signed by a Court Officer.
- Verification of a separation may be a copy of court-ordered maintenance or other records.
- Verification of marriage status is a marriage certificate.

Family Relationships

The following verifications will always be required if applicable:

- Verification of relationship
- Official identification showing names
- Birth Certificates
- Baptismal certificates
- Verification of guardianship is:
 - Court-ordered assignment
 - Verification from social services agency
 - School records

Verification of Permanent Absence of Family Member

If an adult member who was formerly a member of the Household is reported permanently absent by the family, the PHA will consider any of the following as verification:

Housing Occupancy Plan

CHAPTER 7 – VERIFICATION PROCEDURES

- Husband or wife institutes divorce action.
- Husband or wife institutes legal separation.
- Order of protection/restraining order obtained by one family member against another.
- Proof of another home address, such as utility bills, canceled checks for rent, driver's license, or Lease or rental agreement, if available.
- Statements from other agencies such as social services or a written statement from the landlord or manager that the adult family member is no longer living at that location.
- If the adult family member is incarcerated, a document from the Court or correctional facility should be obtained stating how long they will be incarcerated.
- If no other proof can be provided, the CHA will accept a self-certification from the head of Household or the spouse or co-head, if the head is the absent member.

Verification of Change in Family Composition

The CHA may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources.

Verification of Disability

Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7) or verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehab specialist, or licensed social worker, using the HUD language as the verification format.

K. VERIFICATION OF CITIZENSHIP /ELIGIBLE IMMIGRANT STATUS

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and

Housing Occupancy Plan

CHAPTER 7 – VERIFICATION PROCEDURES

must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare their status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the PHA hearing is pending.

Citizens or Nationals of the United States are required to sign a declaration under penalty of perjury. The CHA will require citizens to provide documentation of citizenship.

Acceptable documentation will include at least one of the following original documents:

- United States birth certificate
- United States passport
- Participant alien/registration card
- Social security card

Eligible Immigrants who were Participants and Sixty-two (62) or over on June 19, 1995, are required to sign a declaration of eligible immigration status and provide proof of age.

Non-citizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. The CHA verifies the status through the INS SAVE system. If this primary verification fails to verify status, the CHA must request within ten days that the INS conduct a manual search.

Ineligible family members who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the head of Household or spouse.

Non-citizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of ineligible members.

Failure to Provide. If an applicant or Participant family member fails to sign required declarations and consent forms or provide documents, as required, they

Housing Occupancy Plan

CHAPTER 7 – VERIFICATION PROCEDURES

must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

Time of Verification

For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination.

The CHA will not provide assistance to any family prior to the affirmative establishment and verification of the eligibility of the individual or at least one member of the family.

Extensions of Time to Provide Documents

The CHA will grant an extension of thirty (30) days for families to submit evidence of eligible immigrant status.

Acceptable Documents of Eligible Immigration

The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

- Participant Alien Card (I-551)
- Alien Registration Receipt Card (I-151)
- Arrival-Departure Record (I-94)
- Temporary Participant Card (I-688)
- Employment Authorization Card (I-688B)
- Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept at least five (5) years.

The CHA will verify the eligibility of a family member at any time such eligibility is in question, without regard to the position of the family on the waiting list.

Housing Occupancy Plan

CHAPTER 7 – VERIFICATION PROCEDURES

If the CHA determines that a family member has knowingly permitted another individual who is not eligible for assistance to reside permanently in the family's unit, the family's assistance will be terminated, unless the ineligible individual has already been considered in prorating the family's assistance.

L. VERIFICATION OF SOCIAL SECURITY NUMBERS

Social security numbers must be provided as a condition of eligibility for all family members. Verification of social security numbers will be done through a social security card issued by the Social Security Administration. If a family member cannot produce a social security card, only the documents listed below showing his or her social security number may be used for verification. The family is also required to certify in writing that the document(s) submitted in lieu of the social security card information provided is/are complete and accurate:

- A driver's license
- Identification card issued by a Federal, State or Local agency
- Identification card issued by a medical insurance company or provider (including Medicare and Medicaid)
- An identification card issued by an employer or trade union
- An identification card issued by a medical insurance company
- Earnings statements or payroll stubs
- Bank Statements
- IRS Form 1099
- Benefit award letters from government agencies
- Retirement benefit letter
- Life insurance policies
- Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records
- Verification of benefits or social security number from Social Security Administration

Housing Occupancy Plan

CHAPTER 7 – VERIFICATION PROCEDURES

New family members will be required to produce their social security card. This information is to be provided at the time the change in family composition is reported to the CHA.

If an applicant or Participant is able to disclose the social security number but cannot meet the documentation requirements, the applicant or Participant must sign a certification to that effect provided by the CHA. The applicant/Participant or family member will have an additional thirty (30) days to provide proof of the social security number. If they fail to provide this documentation, the family's assistance will be terminated.

In the case of an individual at least sixty-two (62) years of age, the CHA may grant an extension for an additional sixty (60) days to a total of ninety (90) days. If, at the end of this time, the elderly individual has not provided documentation, the family's assistance will be terminated.

If the family member states they have not been issued a number, the family member will be required to sign a certification to this effect.

Medical Need for Larger Unit

A written certification that a larger unit is necessary must be obtained from a reliable, knowledgeable professional.

M. VERIFICATION OF WAITING LIST PREFERENCES

Local Preferences

Disability Preference: This preference is available for families with a member who has a disability as defined in this Plan.

The CHA will require appropriate documentation from a knowledgeable professional. The CHA will not inquire as to the nature of the disability except as to verify necessity for accessible unit.

Award letter or other proof of eligibility for Social Security Disability or Supplemental Security Income will be acceptable.

Housing Occupancy Plan

CHAPTER 7 – VERIFICATION PROCEDURES

N. VERIFICATION OF DEBTS OWED TO PUBLIC HOUSING AGENCIES AND TERMINATIONS

The CHA will verify Debts owed to Public Housing Agencies and terminations through HUD's Enterprise Income Verification (EIV) System. All PHA's are required to use this system in accordance with HUD regulations at 24CFR5.233

O. VERIFICATION OF CRIMINAL HISTORY / CRIMINAL BACKGROUND SCREENING

CHA will conduct criminal background checks for all Household Members 16 and older for purposes of continued eligibility (including Live-In Aides). The Head of Household will be required to sign all releases for family members between the ages 16 and 17 authorizing CHA to obtain criminal information for family members between 16 and 17. (24 C.F.R § 960.259)

Housing Occupancy Plan

CHAPTER 8 – SECTION EIGHT VOUCHER ISSUANCE AND BRIEFINGS

INTRODUCTION

The CHA's goals and objectives are designed to assure that families selected to participate are equipped with the tools necessary to locate an acceptable housing unit. Families are provided sufficient knowledge and information regarding the program and how to achieve maximum benefit while complying with program requirements. When eligibility has been determined, the CHA will conduct a mandatory briefing to ensure that families know how the program works.

The briefing will provide a broad description of owner and family responsibilities, CHA procedures, and how to Lease a unit. The family will also receive a briefing packet which provides more detailed information about the program including the benefits of moving outside areas of poverty and minority concentration. This chapter describes how briefings will be conducted, the information that will be provided to families, and the policies for how changes in the family composition will be handled.

A. ISSUANCE OF VOUCHERS

When funding is available, the CHA will issue vouchers to applicants whose eligibility has been determined. The number of vouchers issued must ensure that the CHA stays as close as possible to 100% Lease-up. The CHA performs a monthly calculation electronically and manually to determine whether applications can be processed, the number of vouchers that can be issued, and to what extent the CHA can over-issue (issue more vouchers than the budget allows to achieve Lease-up).

The CHA may over-issue vouchers only to the extent necessary to meet leasing goals. All vouchers which are over-issued must be honored. If the CHA finds it is over-Leased, it must adjust future issuance of vouchers in order not to exceed the ACC budget limitations over the fiscal year.

B. BRIEFING TYPES AND REQUIRED ATTENDANCE

Initial Applicant Briefing

A full HUD-required briefing will be conducted for applicant families who are determined to be eligible for assistance. The briefings will be conducted in group and individual meetings. Briefings will be conducted in English.

Housing Occupancy Plan

CHAPTER 8 – SECTION EIGHT VOUCHER ISSUANCE AND BRIEFINGS

The purpose of the briefing is to explain the documents in the voucher holder's packet to families and how the program works, so that they are fully informed about the program. This will enable them to utilize the program to their advantage, and it will prepare them to discuss it with potential owners and property managers.

The CHA will not begin housing assistance to a family for new admissions unless the head of Household has attended a mandatory voucher briefing or any other CHA required occupancy training sessions. The CHA will require all new admission families to attend training programs whereby families are taught the basics of being a good neighbor in the communities in which they live. Course materials may include, but is not limited to Codes and Standards, "Good" Neighbor Relationships, and Conflict Mediation. Applicants who provide prior notice of inability to attend a briefing will automatically be scheduled for the next briefing. Applicants who fail to attend two (2) briefings or other CHA required training sessions may be denied admissions to the CHA Section 8 program. The CHA will conduct individual briefings or other CHA required training sessions for elderly or disabled families as a reasonable accommodations where requested. The CHA will arrange for transportation to and from any CHA required training session for a head of Household who is elderly or disabled upon request.

Applicants who fail to attend briefings or any other CHA required occupancy training sessions after two (2) notifications may be denied admissions to the CHA Section Eight program unless the family is able to demonstrate "good cause" for missing the two (2) previously scheduled briefings or occupancy training sessions. In the case of two (2) missed appointments the family must show "good cause" in writing. The CHA will require supporting documentation along with the written notification of "good cause". The CHA will determine if a third (3rd) appointment will be granted. If the family does not agree with the CHA's determination to deny admissions the family may request a grievance to dispute the determination made by the CHA.

The CHA will conduct individual briefings for elderly and disabled families as a reasonable accommodation if requested.

Housing Occupancy Plan

CHAPTER 8 – SECTION EIGHT VOUCHER ISSUANCE AND BRIEFINGS

C. BRIEFING PACKET

The documents and information provided in the briefing packet for the voucher program will comply with all HUD requirements. The family is provided with the following information and materials:

- The term of the voucher, and the CHA policy for requesting extensions or suspensions of the voucher.
- A description of the method used to calculate the housing assistance payment for a family, including how the CHA determines the payment standard for a family; how the CHA determines total tenant payment for a family; and information on the payment standard and utility allowance schedule; and how the CHA determines the maximum allowable rent for an assisted unit.
- For a family that qualifies to Lease a unit outside the CHA jurisdiction under portability procedures, the information must include an explanation of how portability works.
- The HUD required tenancy addendum, which must be included in the Lease.
- The process the family must use to request approval of and a description of the procedure for requesting approval for a tenancy.
- The CHA policy on providing information about families to prospective owners.
- The CHA Subsidy Standards including when and how exceptions are made
- The HUD pamphlet on lead-based paint entitled *Protect Your Family From Lead in Your Home*
- Information on Federal, State and Local equal opportunity laws and a copy of the housing discrimination complaint form.

The family obligations under the program:

- The grounds on which the CHA may terminate assistance for a Participant family because of family action or failure to act.

Housing Occupancy Plan

CHAPTER 8 – SECTION EIGHT VOUCHER ISSUANCE AND BRIEFINGS

- CHA informal hearing procedures including when the CHA is required to offer a Participant family the opportunity for an informal hearing, and how to request the hearing.
- Information including an explanation of how portability works.
- The family's rights as a tenant and a program Participant.

If the family includes a person with disabilities, the CHA will ensure compliance with CFR 8.6 to ensure effective communication.

D. ENCOURAGING PARTICIPATION IN AREAS WITHOUT LOW INCOME OR MINORITY CONCENTRATION

At the briefing, families are encouraged to search for housing in non-impacted areas and the CHA will provide assistance to families who wish to do so.

E. TERM OF VOUCHER

During the briefing session, each Household will be issued a voucher which represents a contractual agreement between the CHA and the Family specifying the rights and responsibilities of each party. It does not constitute admission to the program which occurs when the Lease and contract become effective.

The initial voucher is issued for a minimum of 60 calendar days. Extensions are granted for periods of 60 calendar days, not to exceed a total of (2) extensions, for a total of 180 calendar days on the voucher.

Expirations

The voucher is valid for a period of at least sixty (60) calendar days from the date of issuance. The family must submit a request for approval of the tenancy within a sixty-day period unless an extension has been granted by the CHA.

If the voucher has expired, and has not been extended by the CHA or expires after an extension, the family will be denied assistance. The family will not be entitled to a review or hearing. If the family is currently assisted, they may remain as a Participant in their unit if there is an assisted Lease/contract in effect.

Housing Occupancy Plan

CHAPTER 8 – SECTION EIGHT VOUCHER ISSUANCE AND BRIEFINGS

Extensions

Extensions are granted for periods of 60 calendar days, not to exceed a total of two (2) extensions. A CHA issued voucher will be valid for a total of 180 calendar days from the date of issuance. In the case where a CHA voucher that expires (extensions included) on a weekend, a CHA approved holiday or any other day that CHA is closed to the public for any reason, the family will have until close of business on the next business day or next business day the CHA is open to the public to have a voucher extended. Families are encouraged to submit their voucher for extension at least five (5) business days prior to the expiration of the voucher.

In the event where the family fails to request an extension of time on a CHA issued voucher the family must submit a written request to consider an extension beyond the voucher expiration. The CHA may consider granting an extension beyond the voucher expiration on a case-by-case basis. Denial of a written request for consideration is not grievable under 24 CFR 982.554 (c) (4).

The CHA will not toll voucher time. A CHA- issued voucher will be valid for a period not to exceed 180 calendar days from the date of issuance, with CHA approved extensions.

Assistance to Voucher Holders

Families who require additional assistance during their search may call the CHA Office to request assistance.

The CHA will assist families with negotiations with owners and provide other assistance related to the families' search for housing.

F. VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS

In those instances when a family assisted under the Section 8 program becomes divided into two otherwise eligible families due to divorce, legal separation, or the division of the family, and the new families cannot agree as to which new family unit should continue to receive the assistance, and there is no determination by a court, the Housing Specialist shall consider the following factors to determine which of the families will continue to be assisted:

Housing Occupancy Plan

CHAPTER 8 – SECTION EIGHT VOUCHER ISSUANCE AND BRIEFINGS

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

Documentation of these factors will be the responsibility of the requesting parties. If documentation is not provided, the CHA will terminate assistance on the basis of failure to provide information necessary for a recertification.

G. REMAINING MEMBER OF TENANT FAMILY - RETENTION OF VOUCHER

To be considered the remaining member of the tenant family, the person must have been previously approved by the CHA to be living in the unit.

A live-in attendant, by definition, is not a member of the family and will not be considered a remaining member of the Family.

A reduction in family size may require a reduction in the voucher family unit size.

Housing Occupancy Plan

CHAPTER 9- PUBLIC HOUSING OCCUPANCY - LEASE

INTRODUCTION

The CHA's goals and objectives are designed to assure that families selected to participate are equipped with the tools necessary to maintain successful residency within one of the CHA's many Section 9 (Public Housing) units and that the CHA and family maintains the unit in accordance with the UPCS and the Lease. Families are provided sufficient knowledge and information regarding the program and how to achieve maximum benefit while complying with program requirements. When eligibility has been determined, the CHA will conduct a mandatory Lease signing to ensure that families know how the program works.

A. DWELLING LEASES

The Dwelling Lease is the basic contract between the CHA and the Participant and Participant's Family. It is consistent with the state and local laws governing participant-landlord relations as well as the requirements of HUD regulations. It governs the relationship between the CHA and its Participants and, consequently, is one of the single most important policy documents of the CHA. More importantly, it is the major policy document governing continuing occupancy promulgated by the CHA.

The Dwelling Lease governs such aspects of Participant-CHA relations as to who is permitted to live in the Unit Leased by Participant; the amount and manner of payment of rent, security deposits, and sundry charges; the conditions under which CHA personnel may enter the Unit; and procedures for re-determination of rent. It sets forth both the CHA's obligations to the Participant and the Participant's obligations to the CHA and the Participant's neighbors.

The Lease also prescribes the procedures for the transfer of the Participant family to a larger or smaller unit based on family size as well as for the termination of the Lease for failure to perform community service or fulfill economic self-sufficiency requirements, where required, or for serious or repeated violations of the terms of the Lease. The Lease also makes reference to procedures for resolving disputes over the application of the rules and regulations set forth in the terms of the Lease, including any other rules posted in site offices.

No applicant family or Participant family may occupy a unit in any development managed by the CHA without a written Lease for such unit which has been signed by the head of Household or spouse and the managing agent. No person may occupy a

Housing Occupancy Plan

CHAPTER 9- PUBLIC HOUSING OCCUPANCY - LEASE

unit in any development managed by the CHA whose name does not appear on the Lease. The Lease shall be implemented for each Participant as follows:

- (1) At admission for new Participants;
- (2) At the next regularly scheduled annual recertification of income for present Participants;
- (3) Immediately for any Participant so requesting whose next regularly scheduled annual recertification of income is greater than six months after the date of request;
- (4) At the time of transfer for any Participant moving from one unit in a development to any other unit in a development; and,
- (5) At a specially called meeting of Participants for the purpose of signing a new Lease adopted by the Board of Commissioners.

B. LEASE REQUIREMENTS

The Lease which is entered into between the CHA and each Participant of a unit contains the following major provisions:

- (1) Identification of parties and premises;
- (2) The terms of the Lease;
- (3) Pre-Occupancy and Pre-Termination Inspections;
- (4) Utilities;
- (5) Rent and Unit size determinations;
- (6) Participant's right to use and occupancy;
- (7) The CHA's obligations;
- (8) Obligations of the Participant and Members of Participant's Household;
- (9) Entry of premises during residency;

Housing Occupancy Plan

CHAPTER 9- PUBLIC HOUSING OCCUPANCY - LEASE

- (10) Notice procedures;
- (11) How to report problems or complaints;
- (12) Ending the Lease;
- (13) Grievance procedures;
- (14) Provisions for modifications;
- (15) Signature clauses;
- (16) Any addenda to the Lease;
- (17) CHA/CMS Truancy Agreement
- (18) Moving Forward Initiatives

C. IDENTIFICATION OF PARTIES AND PREMISES

Each Lease shall identify the premises Leased and the parties to the Lease including:

- (1) The apartment location and name of the development;
- (2) The members of the Household and their relationship to the Head of Household who shall reside in the unit as approved by the CHA;
- (3) The date of birth, Social Security Number, citizenship or immigration status of Household member; and,
- (4) The telephone number of the manager of the development.

With the exception of guests and a Live-In-Aide, if necessary, only those persons listed on the Lease and accepted as Participants by the CHA are permitted to stay in the Participant's apartment. The CHA must provide written approval before anyone, such as a Live-In-Aide, can move in or be added to the Lease and assume occupancy with a Participant, even for short periods of time.

Housing Occupancy Plan

CHAPTER 9- PUBLIC HOUSING OCCUPANCY - LEASE

D. THE TERMS OF THE LEASE

The initial Dwelling Lease is valid for a period of one (1) year. The Lease is automatically renewed for successive terms of one (1) year. In those cases of non-compliance, the CHA will inform the Participant of the CHA's determination of his/her non-compliance; that the Participant is entitled to a grievance hearing with respect to that determination; that the Participant shall have the opportunity to cure his/her non-compliance as well as complete the next twelve month's community service/economic self-sufficiency requirement during the next twelve months; and that the CHA will enter into a written agreement for that purpose with him/her. If a Participant fails to enter into the agreement, or fails to cure his/her non-compliance during the twelve (12) months set forth in the written agreement, that failure will be grounds for termination of the Lease. If the Lease is ended by the CHA, the CHA must follow the procedures set forth in the Dwelling Lease and Chapter 16 of this document.

E. AMOUNT AND DUE DATE OF RENT

In order to maintain a valid Lease, the Participant is required to pay rent by the first day of each month. Paragraph 2 of the Lease tells the amount of rental payment due each month at the time the Lease is signed, the date which Lease takes effect, and any partial payment owed to the CHA for the month the Participant assumes occupancy. The monthly rent will be adjusted upward or downward during the term of the Lease to reflect changes in the Total tenant payment. All rents are due in advance on the first day of each month or at the time of initial occupancy.

F LATE CHARGES

Rent is late if it is paid after the first of the month. A late fee of \$15.00 shall be assessed if rent is not paid in full by the fifth (5th) calendar day of the month. The late fee will be assessed and a notice will be sent that the late fee will be due and collectable fourteen (14) days from the date of the Notice. The Late Notice will be incorporated in the 14-Day Notice of Lease Termination for Non-Payment of Rent in order to avoid duplication of notices and confusion concerning the two issues.

Housing Occupancy Plan

CHAPTER 9- PUBLIC HOUSING OCCUPANCY - LEASE

G. PAST DUE RENT AND OTHER CHARGES

If the Participant fails to pay rent and other charges by the fifth (5th) calendar day of the month, CHA shall issue the Participant a 14-Day Notice of Proposed Lease Termination for Non-Payment of Rent. The 14-Day Notice will also contain notice that the Participant has been assessed a Late Charge of \$15.00 and that this amount is due the first day of the following month. The Participant must pay all past due rent or other charges prior to the expiration of the 14-day notice. The CHA does not typically accept partial payments; however, if it does so, any partial rent payment received will be charged against any past due rent the Participant owes; no payments will be applied to the Participant's current rent until all past due rent is paid. Any acceptance by the CHA of partial payments for past due rent, late fees and other charges in no way nullifies any proposed action if the amounts due are not paid in full. If the 14 day notice expires prior to receiving full payment for any past due rent plus any other charges, the Participant's Lease will terminate, and the CHA will include the late fee in the total charges owed and will file an action in Civil (Magistrates') Court for possession of the Participant's apartment and for a judgment for all amounts owed to it by the Participant. If the Participant pays the full amount owed, including courts costs, prior to the entry of judgment, the CHA may accept the payment and dismiss the court action a maximum of three (3) times within the preceding twelve (12) month period.

Once the CHA files for possession of the Participant's apartment for any reason, the manager will post the actual court costs to the Participant's account. The manager will send a notice to the Participant that Court Costs have been assessed and are due fourteen (14) days from the date of the notice. These charges are due, along with any past due rent, late fees and sundry charges, unless the court decides in the Participant's favor. If the court decides in the Participant's favor, the CHA will reinstate the Participant's Lease and will credit the Participant's account for the costs of court.

If the CHA prevails in any court hearing regarding possession of a Participant's unit for the non-payment of rent or sundry charges, the Participant will be required to move. The Participant may pay part or all of the money owed the CHA after a judgment is rendered; however, the acceptance of such payments by the CHA will not constitute reinstatement of the Lease by the CHA.

Housing Occupancy Plan

CHAPTER 9- PUBLIC HOUSING OCCUPANCY - LEASE

H. SECURITY DEPOSITS

Participants are required to pay a security deposit prior to the assumption of initial occupancy in public housing. The security deposit is an amount equal to the two (2) months rental payment and the maximum is \$300.

The security deposit is held by the CHA for the Participant as insurance against unforeseen damages or charges when the Participant leaves public housing. It can only be used to cover unpaid rent, sundry charges and other charges levied during the move-out inspection; however, it should not be viewed by the Participant as a payment source for rent for the last month the Participant occupies a CHA unit. Any unused part of the security deposit will be sent, without interest, along with an itemized statement showing charges to which the security deposit was applied, to the Participant at his or her last known address within thirty (30) days after the apartment is vacated. If the envelope containing the balance of the Participant's security deposit and itemized statement is returned to the CHA undelivered, the CHA shall retain the remaining security deposit in a separate account for one hundred eighty (180) days. At the end of the one hundred eighty (180) days, the account shall be cleared and the remaining funds shall be transferred to the CHA's general accounts. If the security deposit was not sufficient to pay all outstanding charges incurred by the Participant, the CHA shall mail to the Participant an itemized bill setting forth the charges in excess of the amount of Participant's security deposit, and those charges shall be immediately due and payable to the CHA by Participant.

I. UTILITIES

The CHA supplies reasonable amounts of electricity, gas and water at no charge to the Participants of most of its developments, and at those developments where Participants pay their own utilities, the CHA makes an equivalent adjustment in rent charged to Participants. The amount of utilities to be supplied is based upon the average utility usage for apartments of similar size in the same development over a three-year period. The CHA calculates these allowances annually and posts them in the management offices for review by Participants. These utility allowances are considered part of the Lease and the CHA's commitment to supply basic utilities and services to its Participants.

Housing Occupancy Plan

CHAPTER 9- PUBLIC HOUSING OCCUPANCY - LEASE

Participants are expected to conserve utilities at all times. To accomplish this, Participants are expected to use their storm windows and doors during the winter, keep their thermostats set at seventy-two (72) degrees or lower in the winter, report broken windows immediately, not use excessive air conditioning in the summer, and do other things to conserve energy. As part of this conservation effort, in those units where the CHA furnishes appliances, the Participant agrees to use those appliances and to not remove or replace them or use other appliances in their places. In addition, the Participant agrees that the Participant and his or her family members and guests will not alter or tamper with energy conservation measures installed by the CHA. Participants must have the written approval of the CHA to install additional appliances, such as freezers, air conditioners, and dryers. Appliances which are deemed a hazard require special wiring, or which exceed the electrical capacity of the dwelling unit will not be permitted.

If the Participant utilizes more utilities than set forth in the schedule of utility allowances, the Participant will be charged for any utility consumption in excess of the amount allotted for units of similar size and construction. The Participant will be sent a notice that he or she has been charged for excess utilities, the basis of the charge, the amount of the charge and the date upon which the charges are due. Charges for Excess Utilities are due thirty (30) calendar days from the date of the notice.

J. PARTICIPANT'S RIGHT TO USE AND OCCUPANCY

As long as the Lease is in effect, the Participant shall have the right to the use and possession of the unit with certain limitations. The primary limitation is that the Participant has the right to use the unit only as a place of residence and only for the persons listed on the Lease. Neither the Participant nor any member of Participant's Household is allowed to sublease or transfer total possession of the unit to any other person. Further no Participant shall permit anyone to reside in the unit whose name is not on the CHA-approved housing lease. Moreover, the dwelling may not be used for illegal or immoral purposes or in violation of the terms and conditions of the Lease or the building and housing codes of the City of Charlotte, Mecklenburg County and North Carolina or the housing quality standards established by HUD.

Housing Occupancy Plan

CHAPTER 9- PUBLIC HOUSING OCCUPANCY - LEASE

These restrictions should not be interpreted as discouraging Participants to engage in legal profit making activities in their dwellings. Participants must request and receive approval prior to starting any business activity within their apartment. Such activities must conform to the housing codes regarding the use of residential dwellings and must not interfere with the primary use of the unit as a place of residence. Such activities may not interfere with the rights of other Participants to the quiet enjoyment of their apartment units or with the CHA's operation of the community. The Participant must obtain appropriate tax permits and business licenses prior to requesting permission to operate a business from their dwelling unit and, if required by the CHA, appropriate insurance coverage. Participants who obtain such permission must submit quarterly profit and loss statements to the CHA related to the operation of the business.

K. ADDING PEOPLE TO THE LEASE

A Participant cannot add anyone to the Lease unless that person is:

- (a) a newborn child born to a person already on the Lease;
- (b) legally married to a member of the Household; or,
- (c) placed in the legal or actual custody of a member of the Household as evidenced by receipt of TANF or Social Security other reliable documentation for the person. Except in the case of a baby born to member of the Household, the Participant must request written permission to add the person to the Lease *prior* to that person moving into the dwelling unit. In making the request, the Participant must present supporting legal documents showing guardianship, adoption, custody, foster care, or marriage. If the person to be added to the Lease is 16 years of age or older, a criminal background report will be completed. The CHA may deny the request to add the person to the Lease, notwithstanding his or her relationship to anyone already living in the unit, if there is a history of past criminal behavior or disturbances at a former address.
- (d) Approved exceptions (listed in Chapter 5, Section B)

Housing Occupancy Plan

CHAPTER 9- PUBLIC HOUSING OCCUPANCY - LEASE

L. GUESTS AND OTHER PERSONS UNDER THE CONTROL OF THE PARTICIPANT

A guest is someone who is not listed on the Lease and who does not use the Participant's dwelling unit as his or her place of legal or actual residence. A Guest may stay overnight at the unit, but does not stay in the unit on a regular basis during the day or night. A Guest may spend no more than two (2) consecutive weeks or 60 calendar days at the Participant's dwelling unit over the course of a year. For example, if a guest works out of town and is home every week end and spends every weekend at the dwelling unit, that person can be considered to be living in the unit in violation of the Lease. Similarly, if the guest works nights and spends every morning and most weekends at the dwelling unit, that person is considered to be living in the unit in violation of the Lease. If an alleged guest's driver's license, official identification, W-2 Forms, school attendance records, credit references or other official documents and records list the Participant's address as the current address for that person, the person shall be considered to be living in the Unit in violation of the Lease.

The one exception to the above policy occurs when an adult member of the Household is away from home is in the military, at school or at some other institution and uses the parent's or guardian's address as his or her permanent address. This exception occurs only as long as the member of the Household is away from home and engaged in one of these activities. No other exceptions to the policy regarding guests shall be made except in writing on a case by case basis by the Regional Manager for periods not to exceed six (6) months.

A "person who is under the Participant's control" is a person who is on the Housing CHA's premises at the invitation of the Participant or invitation of a household member.

M. THE CHA'S OBLIGATIONS

The CHA is specifically obligated by the Lease to:

- (1) keep the apartment and the development in a decent, safe and sanitary condition including mowing of the yard and pest control services;
- (2) comply with requirements of State and local building codes and housing codes and HUD regulations affecting health and safety;

Housing Occupancy Plan

CHAPTER 9- PUBLIC HOUSING OCCUPANCY - LEASE

- (3) keep all CHA owned equipment and appliances safe and operating correctly, including the wiring, plumbing and heating;
- (4) provide running water, a stove, refrigerator and hot water and heat in reasonable amounts;
- (5) make necessary repairs to the dwelling after receiving notice or knowledge of the need therefore;
- (6) keep development buildings, facilities, and common areas, to the extent not otherwise assigned to Participant for maintenance, preservation, or repair, in a clean and safe condition;
- (7) provide and maintain appropriate receptacles and facilities for the deposit of ashes, garbage, rubbish and other waste to be removed from the dwelling by Participant, except containers for the exclusive use of a family inside the dwelling; and,
- (8) move the Participant to another apartment, if available, if the condition of the Participant's apartment is hazardous to the health or safety of Household Members and repairs cannot be completed in a reasonable period [24 C.F.R. § 966.4(h)(3)]. If the hazardous condition was not the result of negligence by the Participant, Household member or a guest, the CHA has an obligation to repair damages within a reasonable period of time with no cost to participant. If the CHA does not repair the hazardous condition or offer to move the Participant to another apartment, the Participant may request and receive compensation for his/her inconvenience in the form of a reduction in Contract Rent [24 C.F.R. § 966.4(h)(4)].

Should the Participant believe that the CHA has failed to conform to any or all of the above obligations; the Participant may request a grievance hearing to seek corrective actions regarding the situation.

N. OBLIGATIONS OF PARTICIPANT, MEMBERS OF PARTICIPANTS HOUSEHOLD, GUESTS, AND OTHER PERSONS UNDER THE CONTROL OF THE PARTICIPANT

Every Participant of CHA, whether head of Household or a member of the Participant's family, is obligated by the Lease to undertake actions to insure that the

Housing Occupancy Plan

CHAPTER 9- PUBLIC HOUSING OCCUPANCY - LEASE

CHA is able to maintain the property and facilities in a safe, decent and sanitary condition and to refrain from activities which would negatively affect the social climate of the communities in which they reside. These obligations are set out in Part D of the Lease entitled "Obligations of the Participant" and include:

(a) The Participant and all members of the Participant's Household must comply with rules and regulations of the CHA as spelled out in the Lease and other documents posted in the management offices. Both the Lease and all other rules and regulations of the CHA have been developed to keep our developments safe and pleasant places in which to raise a family. Copies of all current policies and regulations, as amended and revised from time to time, are attached to this document as the Appendices.

(b) The Participant and all members of Participant's Household must take actions to prevent all of their guests and any other persons under the control of Household Members from violating any of the rules and regulations of the CHA while the person(s) is on CHA property. While the Participant or their Household Members are not expected to physically intervene in a dangerous situation involving their guests and other persons under their control, they are expected to call the police and the CHA and to cooperate with both the police and the CHA in bringing calm resolutions to problems. They are also expected to insure that guests or other persons under their control do not loiter in parking lots or common areas and that they are actually visiting them.

(c) Only those Household Members listed on the Lease are authorized to live in the dwelling and are permitted to stay in that dwelling. No individual may rent a room or the dwelling unit to any other person. The Participant may not accept any form of payment in return for permitting a guest to stay with them, even for short periods of time or over-night. This would include payment in the form of food, baby sitting, clothing, transportation, etc., as well as money.

This does not prohibit the Participant from having Guests, but such Guests are to stay at the dwelling only a limited amount of time which should be no more than two (2) consecutive weeks or sixty (60) calendar days over the course of a year. All Guests are required to obey the rules and regulations of the CHA and the Lease as long as they are on CHA property at the invitation of the Head of House or another Household Member.

Housing Occupancy Plan

CHAPTER 9- PUBLIC HOUSING OCCUPANCY - LEASE

The assigned unit must be the only place of residence of the Participant and all members of the Household listed on the Lease. No Household member may receive housing assistance or be listed on the Lease at any other Dwelling Unit for the purpose of receiving assistance. Such dual listing is considered fraud and subject to both civil and criminal penalties.

The Participant and all members of the Household are prohibited from owning or renting a Dwelling Unit in their name anywhere else while maintaining a unit in public housing. They are also prohibited from residing anywhere else while receiving housing assistance, except in the case of students, military personnel, or persons temporarily institutionalized.

(d) The Participant is ultimately held responsible for how each Household member, Guests, and other persons under their control act while on CHA property. However, each Household Member is equally responsible for his or her own behavior and those persons who are on CHA property as their guests. The Participant, as the Lessee, and all Household Members on the Lease are required to conduct themselves in a manner which will not disturb the other Participants of the development. They are to use reasonable efforts to cause their guests and others who are on CHA property with their consent, to conduct themselves in a manner which will not disturb other Participants.

They must also act in such a manner that CHA staff can maintain the development in a safe, decent and sanitary condition. This means that the members of the family and their guests are required to cooperate with the CHA in determining the source or cause of problems or disturbances when they occur and are not to obstruct staff in their investigation or attempts to resolve problems.

The CHA with some input from the Resident Advisory Council has developed several policies included in this HOP to ensure the continued safety of families and reduce the likelihood of disturbances in our developments. These policies forbid the consumption of alcoholic beverages outside one's apartment or immediate yard/patio. The policies prohibit loitering in parking lots and yards by non-Participants. They also set time limits on when people can be in the common areas, parks and playgrounds. A copy of these policies will be found in Banning Policy Appendix and are posted in each development. They apply equally to Participants and Guests.

Housing Occupancy Plan

CHAPTER 9- PUBLIC HOUSING OCCUPANCY - LEASE

(e) Participants, Household Members and Guests are prohibited from destroying, defacing, or damaging any property, facility or building owned or managed by the CHA or in which the CHA has an ownership interest. They are not permitted to remove fixtures or appliances from the units to which they are assigned under threat of prosecution for damage to property or larceny or both. The CHA considers the repair of Participants or other people's cars and the storage of non-working or working vehicles on CHA property a form of damage to property and has set forth a policy regarding motor vehicles (Appendix E: Motor Vehicle Policies)

Participants, Household Members and Guests are also prohibited from damaging, destroying, defacing or harming the property of other Participants in the development. Such damage to the property of other Participants can be grounds for termination of the Lease just as if the damages were done to CHA property.

(f) The Lease requires the *Participant, Household Members, Guests, and other persons under their control*, to refrain from all illegal and criminal activities. These activities include, but are not limited to, assaults on or threats to other Household Members, neighbors, guests or CHA staff. Criminal acts of theft, carrying concealed weapons, possession of controlled substances, possession of drug paraphernalia and other misdemeanor and felony offenses *on* any property owned or managed by the CHA are prohibited by the Lease. Possession of controlled substances and possession of drug paraphernalia *on or off* property owned or managed by the Housing CHA is prohibited. Any serious criminal activity may be used as grounds for Lease termination and eviction of the Participant Family as afforded to the CHA through HUD's one strike policy.

The activities of a *Participant or a member of Participant's Household* which are forbidden include *serious criminal activities* which occur *on or off* CHA property; such activities include felony crimes against persons or property and any activities involving the sale or possession of controlled substances (marijuana, cocaine, crack, heroin, counterfeit substances, etc.), with or without the intent to sell or deliver, including trafficking in or the manufacture of such substances and the possession of drug paraphernalia. The CHA may terminate the family's Lease whenever the CHA obtains evidence of possession of controlled substances, independent of the outcome of any court proceeding; the confiscation of controlled substances is taken as *prima facie* evidence of a violation of the Participant's Obligation section of the Lease. These policies are defined by Section 5101 of the Anti-Drug Abuse Act of

Housing Occupancy Plan

CHAPTER 9- PUBLIC HOUSING OCCUPANCY - LEASE

1988, which amended section 6(1) of the United States Housing Act of 1937, as subsequently amended, to include the following language:

(g) provide that any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants or any drug-related criminal activity on or off such premises, engaged in by a public housing tenant, any member of the tenant's Household, or any guest or other person under the tenant's control, shall be cause for termination of tenancy.

For purposes of paragraph (5), the term drug-related criminal activity means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

In addition, persons convicted of manufacturing or otherwise producing methamphetamines on the premises of federally-assisted housing are permanently barred from CHA Units, and the CHA will not admit any Household to a CHA Unit which contains a person so convicted. 42 U.S.C. § 1437n(f).

If a Participant, Household Member, guest, or other person under the control of the Participant is engaged in rape, homicide, robbery, burglary or the sale, manufacture, trafficking or distribution of controlled substances anywhere in the city, county or area, their actions reflect upon all Participants in the community and upon the CHA . Such illegal activities or other criminal activities which threaten the well being and safety of staff or Participants and are grounds for terminating the Lease. (24 C.F.R. § 966.4)

Moreover, if a Participant occupies a CHA unit in violation of section 576(b) of the Quality Housing and Work Responsibility Act of 1998 (relating to ineligibility of illegal drug users and alcohol abusers) or the furnishing of any false or misleading information pursuant to section 577 of such Act (relating to termination of tenancy and assistance for illegal drug users and alcohol abusers) shall be cause of termination of tenancy. In addition, the CHA will terminate the Lease of a Participant if the Participant is fleeing to avoid prosecution or custody or confinement after conviction, under the laws of the place from which the Participant flees, for a crime, or attempt to commit a crime, which is a felony under the laws of the place from which the individual flees, or which, in the case of the State of North

Housing Occupancy Plan

CHAPTER 9- PUBLIC HOUSING OCCUPANCY - LEASE

Carolina, is a high misdemeanor under the laws of that state; or is violating a condition of probation or parole imposed under Federal or State law.

(a) It is the policy of the CHA that only sworn law enforcement officers are permitted to carry weapons while on CHA property. The Participant, members of the Participant's Household, guests, and any other person under the Participant's control, as well as CHA Staff and contract employees, shall not without legal justification recklessly or negligently carry on or about their person a deadly weapon as defined by the North Carolina General Statutes 14-269. Neither may they shoot, fire, explode, throw or otherwise discharge a deadly weapon; display a deadly weapon in connection with a verbal or non-verbal threat of bodily harm; or inflict injury to any person or damage to any property through use of a deadly weapon. Violation of this policy shall result in immediate termination of the Lease as a threat to the safety and welfare of Participants and staff.

(b) The setting of fires and disregard for fire safety is a major cause of damage and injury in public housing. It is the policy of the CHA that any Participant or Household Member who sets fire to any part of the CHA's property, including dumpsters, or to Household goods owned by the Participant or any other Participant, whether intentionally or negligently, shall be dealt with in accordance with the CHA's Fire Policy, which may include losing his or her apartment or right to live in public housing. Any Participant, Household member, Guest or other person on CHA property with or without the consent of a Participant or CHA staff who starts a fire may be evicted and/or banned from property owned or managed by the CHA, in accordance with the CHA's Fire and/or Ban Policies.

(c) Participants are required to keep the dwellings and yards in a clean and safe condition. The CHA has developed Community Appearance, Common Areas, and Housekeeping Policies which include procedures for periodic inspection of the dwelling unit beyond the annual inspections discussed in Chapter 11 of this plan. Community Appearance, Common Areas and Housekeeping Policies are attached at Appendices D, F and G respectively.

Participants are required to dispose of ashes, garbage, rubbish and other waste in a safe and sanitary manner. They are required to follow Charlotte City Ordinances regarding the bagging and disposal of such items and must deposit such garbage in an appropriate receptacle provided by the CHA for that purpose. Participants shall

Housing Occupancy Plan

CHAPTER 9- PUBLIC HOUSING OCCUPANCY - LEASE

not permit garbage to collect inside or outside their apartments at any time. Should trash and garbage collect in a Participant's yard, the CHA shall remove such refuse, issue a letter of warning and charge the Participant for the cost of this service.

(d) The Participant, Household Members, guests, and other persons under the control of the Participant must use all CHA property and equipment only in the manner in which it was intended to be used. Thus, an apartment is only to be used as a dwelling for the Participant and the Participant's Household and not as a business or as accommodations for other persons, no matter how limited the period. Appliances and other equipment shall not be misused or abused by the Participant, Household Members, Guests, or other persons under the control of the Participant.

(e) While the CHA recognizes the desire of Participants to personalize their apartment, Participants are prohibited from significantly altering the appearance of the dwelling unit or affixing what may be regarded as permanent or semi-permanent fixtures. Participants may use small nails and screws to hang pictures and curtains, but should avoid hanging large, heavy items which require permanent fasteners or damage the walls or ceilings. Participants should avoid using tape or any fastener or hanger which must be glued or pasted to the wall, ceiling, or floor.

Participants and others are prohibited from altering the structure of the apartment, building, room or grounds. They may not install carpeting, electrical wiring, vents, pipes, water beds, ceiling fans, antennas, cable television connections, additional telephone jacks, shelving, major appliances or any other device, material or wall covering without written authorization from the CHA. Participants may only use paints and wall coverings which are authorized by the CHA.

The CHA may require the Participant to remove any alteration and restore the apartment to its original condition at the Participant's own expense. However, the CHA reserves the right to contract for the repairs itself and to charge the Participant for the cost of removing any fixture or alteration in repairing the Unit. The CHA may also terminate the Lease. If a Participant adds fixtures to the unit with or without the CHA's permission, those fixtures, such as a ceiling fan, become the property of the CHA and may not be removed from the unit when the Participant leaves.

(g) The Participant, Household Members, Guests of the Household, and other persons under the control of the Participant must not engage in activities which are

Housing Occupancy Plan

CHAPTER 9- PUBLIC HOUSING OCCUPANCY - LEASE

contrary to provisions of the building and housing codes which effect health and safety. Such codes deal with subjects ranging from the conduct of business in residential areas to installation of appliances to the disposal of trash and waste.

(h) Participants are expected to provide reasonable assistance to the CHA in maintaining, preserving and repairing the property directly associated with their dwelling unit. This means that the Participant must notify the CHA *immediately* of needed repair. A general rule is that most repairs should be reported within one (1) working day of the date that the problem is first noticed. Unsafe or hazardous conditions should be reported immediately by calling the Emergency Maintenance number. Reporting requirements extend to the external area (porches, walks, shrubbery, and landscaping) leased by the Participant, as well as the Unit's interior. Failure to report conditions, such as a leaking faucet or a broken window, can result in charges for any damages and/or become grounds for terminating the Lease.

(i) Participants, Household Members, Guests, or other persons under the control of the Participant who are in the Dwelling Unit may not refuse entry to the CHA maintenance staff for the performance of routine or emergency repairs as necessary to maintain the dwelling unit in safe, decent and sanitary condition. Routine repairs may be conducted during the hours of operation, Monday through Saturday; emergency repairs may be performed at any hour or day according to the threat to the Participant or community. Participants may also be expected to move any furniture and other items blocking access to the areas that need to be repaired.

(j) The Participant is required to pay reasonable charges for the repair of their dwelling, appliances, yards, or common areas or facilities when the damages are caused by members of the Participant's family or their guests. Reasonable wear and tear is excluded from such charges. Any repair charges to the Participant are due on the first day of the second month after the Participant is sent a bill for the repairs. The bill for the repairs must state that the Participant has ten (10) working days within which to dispute any charges or request a Grievance Hearing regarding the charges.

(k) The CHA is required by law to verify the income of each Participant electing to pay Income-Based Rent and the Household composition of all Participants (see Chapters 3 and 7). To achieve this end, the Participant and all Adult members of the

Housing Occupancy Plan

CHAPTER 9- PUBLIC HOUSING OCCUPANCY - LEASE

Household must provide any certification, Release of Information or documentation required by the CHA to verify the Income and Family Composition of the Household.

(l) The Lease and policies adopted by the CHA set forth a number of conditions or situations under which a Participant Family is required to move to a unit other than the one in which they are currently residing.

One condition is referenced in this chapter. The CHA has certain occupancy standards regarding the minimum and maximum number of persons per number of bedrooms in a Unit. These standards are set forth in Chapter 5. When Participant Families are smaller or larger than the standard for their current Unit, the Family will be placed on a transfer list and shall be moved to a Unit of appropriate size when such a Unit becomes available in accord with the CHA's Transfer Policies.

Another condition is one where the Development in which the Dwelling Unit is located is to undergo comprehensive renovations or demolition. If the CHA determines that the Dwelling Unit is unfit for occupancy or that necessary repairs cannot be accomplished while the Participant Family remains in the Dwelling Unit, or if the CHA determines to demolish a Unit, the CHA shall transfer the Family to another unit of appropriate size in the same or a different development.

Another situation is one where the Participant requires a transfer due to a medical condition or a disability. Participants shall promptly notify the CHA at any time a transfer is required for such reasons, and shall promptly notify the CHA when the condition necessitating the transfer is no longer present. The CHA requires the Participant requesting a transfer for this reason to provide reasonable documentation of the need therefore. (See Reasonable Accommodations Policy in Appendix T)

Another situation in which a Participant Family may be required to move from their current Unit is when a Family occupies a unit specifically configured for a Handicapped Family and no one in the Participant Family is Handicapped. If an Applicant Family or another Participant Family requires a Handicapped Unit, the current Participant Family shall be transferred to a non-handicapped unit of appropriate size. If no handicapped unit is available to accommodate the handicapped family or individual, the CHA will make reasonable attempts to modify the current unit so that the Participant can meet the requirements of the Lease.

Housing Occupancy Plan

CHAPTER 9- PUBLIC HOUSING OCCUPANCY - LEASE

Either the Participant may request or the CHA may offer a transfer at any time if the state of repair of the Unit is such that there is a danger to the welfare of the Participant Family if it continues to reside in the Unit, such as after a fire.

To the extent possible, the CHA shall attempt to make all transfers within the development within which the Participant Family resides. The CHA may, however, transfer the Participant Family to a unit of appropriate size in a development of its choosing based on availability of vacant units. The Participant Family shall be notified that it is to be transferred to another unit at least two weeks prior to the actual transfer. The notice shall state the reason for the transfer and shall inform the Participant of their right to an informal hearing under the Grievance Policy. Once a suitable Unit has been identified and the Participant has not requested a hearing, the Participant Family will be notified concerning the address and the approximate date of the transfer. The Participant Family shall be required to move to the new Unit within 3 days of the date that the Unit is ready for occupancy.

In those cases where the Participant Family is being displaced from their current Dwelling Unit due to the renovation, demolition or acquisition of a development or an area, the CHA shall assist the Participant Family in the cost of the transfer. The CHA may either elect to perform the move (with its own staff or through private contractors) at no cost to the Participant or may permit the Participant Family to perform the move. If the CHA elects to perform the move, the Participant is entitled to a moving expense which has been set by HUD (the most recent allowance is \$50). If the Participant performs the move, the CHA shall either reimburse the Participant for the actual moving and related expenses or the applicable fixed moving expenses set periodically by HUD and the Department of Transportation (see HUD Notice CPD-89-25).

No reimbursement for moving expenses shall be made in any other transfer.

(m) As part of the CHA's commitment to maintain the Units and Development in a safe, decent and sanitary condition, Participants, Household Members, guests and visitors are required to cooperate with the CHA's extermination program. Cooperation includes permitting the maintenance personnel to regularly spray the Dwelling Unit for pests after being given at least 48 hours notice that the Unit will be treated. It also includes keeping the apartment clean, clearing dishes from shelves, removing

Housing Occupancy Plan

CHAPTER 9- PUBLIC HOUSING OCCUPANCY - LEASE

food items from pantries and cabinets and clearing closets, upon request from the CHA, when staff is due to spray an apartment.

Extermination services are provided at no cost to the Participant except when the Participant's failure to cooperate with the program results in staff being required to treat/inspect the apartment at another time or in a different manner than that which was scheduled, or when the Participant has created filthy conditions or conditions conducive to the breeding of pests, thus necessitating treatment. In such cases, the CHA shall charge the Participant a fee equivalent to that charged on the private market which is posted in the Management Office of the site.

(n) The CHA depends upon its Participants for information and assistance in the case of problems in the developments where they live. Because of this dependence, the Lease spells out the expectations that the CHA holds for its Participants. First, the CHA expects the Participant and Participant Household to obey the Lease. At a minimum, the CHA will send a warning letter to the Participant whenever a Lease violation occurs. If the incident could lead to termination of the Lease, the Participant will be sent a letter by First Class Mail requesting a conference concerning the violations of the Lease and other problems which have been observed. The Participant is expected to attend the conference and to cooperate in finding a resolution to the problem.

Second, the CHA expects Participants to call the police if someone vandalizes their apartments or threatens them or members of their Household. The Participant is expected to cooperate with the police and the CHA in identifying the suspect in criminal matters involving themselves and their neighbors.

Third, the CHA expects Participants to work with the CHA in reducing the amount of drug traffic in its developments. Participants, Household Members, Guests, and other persons under the control of the Participant are expected to not act as look outs for those persons engaged in questionable acts nor to warn those engaged in illegal or questionable activities that the police or housing CHA staff is present. Household Members, Guests, and other persons under the control of the Participant, are expected to remain on or near the property Leased by the Participant and not to congregate on the streets, parking lots, sidewalks, parks, play grounds and other common areas, including the yards of other Participants when that Participant is not present after 10:00 p.m.

Housing Occupancy Plan

CHAPTER 9- PUBLIC HOUSING OCCUPANCY - LEASE

(o) The CHA has adopted a motor vehicle policy aimed at improving the appearance and access to its developments and their parking lots by legitimate Participants and their guests. The policy includes requirements that all vehicles parked on CHA property have current license plates and be in operational condition. Participants, Household Members, Guests, and other persons under the control of the Participant are prohibited from undertaking major automotive repairs on CHA property. Guests and other persons under the control of the Participant are prohibited from washing their vehicles on CHA property. This policy is referenced in the Lease and is contained in the Appendixes of this plan.

The Lease specifically states that Participants must abide by all CHA policies concerning the use, parking, and registration of motor vehicles owned or used by members of their Household. The implementation of this Lease provision and the Motor Vehicle Policy means that parking on CHA property is by "permit only". That is, the Participant and Household Members are required to display a parking permit provided by their Manager by hanging it from the rearview mirror (with lettering facing outward) or, if that is not possible, by placing it in a conspicuous place on the driver's side of the front dashboard in their cars. Guests of Participants are required to display an address of the person or Unit they are visiting and/or, display visitors parking tag in order to park on CHA property without the possibility of their car being towed.

Violation of the vehicle registration policy, as well as other traffic violations, by a Participant or guest will result in a charge of \$25 for the first two violations in any 12 month period and termination of the Lease for the third violation in 12 months. Violation by a non-Participant shall subject the non-Participant to any remedy available to the CHA under the law, as well as denial or revocation of the privilege of operating a vehicle on CHA property. If violations by a non-Participant or Guest continue, that person can be banned from all CHA property. See Appendix E: Public Housing Motor Vehicle Policy

(p) Participants may keep pets as described in the CHA's Pet Policy (Appendix H of this plan).

(q) All Participants of the CHA are encouraged to participate in the governance of their development and the CHA. In order to promote such involvement and participation, Participants are encouraged to attend Participant organization meetings

Housing Occupancy Plan

CHAPTER 9- PUBLIC HOUSING OCCUPANCY - LEASE

in their developments. Participants are required to attend any meeting called by the CHA which is categorized by the CHA as mandatory.

Entry of premises during residency. The staff of the CHA may, with reasonable advance notice, enter the dwelling unit during the hours of operation on regular working days. Such entry shall be for the purpose of performing routine inspections, pest control, preventive maintenance, and such other activities as required to maintain the property and unit. A 48-hour advance written notice to the Participant and posted on the Participant's door is sufficient to permit such routine entry to the unit.

The staff may also enter the dwelling without advance notice when there is reasonable cause to believe that an emergency condition exists involving the safety or well-being of persons or property. Entry may also be made for maintenance or service of the unit when such maintenance or service is requested by the Participant. In the event that neither the Participant nor other adult Household Members are present at the time of entry, the CHA shall leave written notice specifying the date, time and purpose of entry upon leaving the unit.

Notice procedures. Except as provided here, all notices to the Participant shall be in writing. If a notice involves adverse actions, the Notice must state the proposed action, the grounds for such action, and the Participant's right to a hearing, if applicable. Notices may either be delivered to the Participant or an adult present in the Participant's Unit or sent by prepaid first-class mail to the Participant at the address of the dwelling unit.

If the Participant is visually impaired, notices shall be in an accessible format, such as being hand delivered and read to the Participant within 48 hours of the date of the notice. If the notice is read to the Participant, the Participant will be asked to sign and date a copy of the notice indicating he or she has received the notice and has been informed of its contents and the required actions. The signature will be witnessed by a third, neutral party in the case of a Notice of Adverse Action, such as Lease termination, proposed transfer, charges for maintenance and repair, excess utilities and rent predetermination.

If the Participant is hearing impaired and unable to communicate effectively in writing, the CHA will engage the services a person familiar with communicating with such persons to interpret the notice to the Participant. Both the Participant

Housing Occupancy Plan

CHAPTER 9- PUBLIC HOUSING OCCUPANCY - LEASE

and the interpreter will sign and date a copy of the notice indicating that the Participant received and understands the notice, especially a Notice of Adverse Action.

How to Report Problems or Complaints. The Participant is encouraged to report problems and concerns to the CHA, and to do so without fear of reprisal or prejudice from CHA staff. While all complaints and concerns should be submitted in writing, the Participant may request assistance from any management or administrative staff person in completing a written report or complaint. The staff person assisting the Participant must sign as a witness and must read the statement back to the Participant; if the statement is satisfactory, the Participant shall sign the statement and it shall be forwarded to the appropriate person or department.

Complaints or concerns may be presented directly to the management office the development in which the Participant lives. Complaints may also be brought to the CHA's main office at 1301 South Boulevard and presented to a staff person at that office. Complaints may also be mailed to the CHA's offices at 1301 South Boulevard. The staff person receiving the complaint shall initial and date and time stamp the complaint. The complaint or concern will then be forwarded to the appropriate person or division for action and response.

Housing Occupancy Plan

CHAPTER 10- REQUEST FOR TENANCY APPROVAL AND CONTRACT EXECUTION

INTRODUCTION

The CHA's operations are designed to utilize available resources in a manner that is efficient and provides eligible families timely assistance based on the number of units that have been budgeted. The CHA's objectives include maximizing HUD funds by providing assistance to as many eligible families and for as many eligible units as the budget will allow.

After families are issued a voucher, they may search for a unit anywhere within the jurisdiction of the CHA, or outside of the CHA's jurisdiction if they qualify for portability. The family must find an eligible unit under the program rules, with an owner/landlord who is willing to enter into a Housing Assistance Payments Contract with the CHA. This chapter defines the types of eligible housing, the CHA's policies which pertain to initial inspections, Lease requirements, owner disapproval, and the processing of Requests for Approval of Tenancy (RFTA).

A. REQUEST FOR TENANCY APPROVAL

The Request for Tenancy Approval (RFTA) and a copy of the proposed Lease, including the HUD prescribed tenancy addendum, must be submitted by the family during the term of the voucher. The family must submit the RFTA in the form and manner required by the CHA.

The RFTA must be signed by both the owner and the voucher holder. The CHA will not permit the family to submit more than one (RFTA) at a time. The CHA will review the proposed Lease and the RFTA documents to determine whether or not they are approvable. The request will be approved if:

- The unit is an eligible type of housing
- The unit meets HUD's Housing Quality Standards (and any additional criteria as identified in this plan)
- The rent is reasonable
- The proposed Lease complies with HUD and CHA requirements (See "Lease Review" section below).

The owner is approvable, and there are no conflicts of interest (See "Owner Disapproval" section below). In addition to the above, at the time a family initially receives assistance in a unit (new admissions and moves), if the gross rent for the

Housing Occupancy Plan

CHAPTER 10- REQUEST FOR TENANCY APPROVAL AND CONTRACT EXECUTION

unit exceeds the applicable payment standard for the family, the family share of rent may not exceed 40% of the family monthly adjusted income (See "Owner Rents, Rent Reasonableness and Payment Standards" chapter of this plan).

Disapproval of RFTA

If the CHA determines that the request cannot be approved for any reason, the landlord and the family will be notified in writing. The CHA will instruct the owner and family of the steps that are necessary to approve the request.

The owner will be given thirty (30) calendar days to submit an approvable RFTA from the date of disapproval.

When, for any reason, a RFTA is not approved, the CHA will furnish another RFTA form to the family along with the notice of disapproval so that the family can continue to search for eligible housing.

B. ELIGIBLE TYPES OF HOUSING

The CHA will approve any of the following types of housing in the voucher program:

- All structure types can be utilized.
- Manufactured homes where the tenant Leases the mobile home and the pad.
- Units owned (but not subsidized) by the CHA (following HUD-prescribed requirements).

A family can own a rental unit but cannot reside in it while being assisted.

The CHA may not permit a voucher holder to Lease a unit which is receiving project-based Section 8 assistance or any duplicative rental subsidies.

C. LEASE REVIEW

The CHA will review the Lease, particularly noting the approvability of optional charges and compliance with regulations and state and local law. The tenant also must have legal capacity to enter a Lease under state and local law. Responsibility for utilities, appliances and optional services must correspond to those provided on the Request for Approval of Tenancy.

Housing Occupancy Plan

CHAPTER 10- REQUEST FOR TENANCY APPROVAL AND CONTRACT EXECUTION

The family and owner must submit a standard form of Lease used in the locality by the owner and that is generally used for other unassisted tenants in the premises. The terms and conditions of the Lease must be consistent with state and local law.

The Lease must specify:

- The names of the owner and tenant,
- The address of the unit rented (including apartment number, if any),
- The amount of the monthly rent to owner,
- The utilities and appliances to be supplied by the owner,
- The utilities and appliances to be supplied by the family.

The HUD prescribed tenancy addendum must be signed by both tenant and owner and attached to the Lease before the Lease is executed.

House rules of the owner may be attached to the Lease as an addendum, provided they are approved by the CHA to ensure they do not violate any fair housing provisions and do not conflict with the tenancy addendum.

Actions before Lease Term

All of the following must always be completed before the beginning of the initial term of the Lease for a unit:

- The CHA has inspected the unit and has determined that the unit satisfies the HQS;
- The CHA has determined that the rent charged by the owner is reasonable;
- The CHA has determined ownership of the unit;
- The landlord and the tenant have executed the Lease, including the HUD-prescribed tenancy addendum;
- The CHA has approved leasing of the unit in accordance with program requirements;
- When the gross rent exceeds the applicable payment standard for the family, the CHA must determine that the family share (total family contribution) will not be more than 40% of the family's monthly adjusted income.

Housing Occupancy Plan

CHAPTER 10- REQUEST FOR TENANCY APPROVAL AND CONTRACT EXECUTION

D. SEPARATE AGREEMENTS

Separate agreements are not necessarily illegal side agreements. Families and owners will be advised of the prohibition of illegal side payments for additional rent, or for items normally included in the rent of unassisted families, or for items not shown on the approved Lease.

The family is not liable under the Lease for unpaid charges for items covered by separate agreements and nonpayment of these agreements cannot be cause for eviction.

Owners and families may execute separate agreements for services, appliances (other than range and refrigerator) and other items that are not included in the Lease if the agreement is in writing and approved by the CHA.

Any appliances, services or other items which are routinely provided to unassisted families as part of the Lease (such as air conditioning, dishwasher or garage) or are permanently installed in the unit, cannot be put under separate agreement and must be included in the Lease. For there to be a separate agreement, the family must have the option of not utilizing the service, appliance or other item.

If the family and owner have come to a written agreement on the amount of allowable charges for a specific item, so long as those charges are reasonable and not a substitute for higher rent, they will be allowed.

All agreements for special items or services must be attached to the Lease approved by the CHA. If agreements are entered into at a later date, they must be approved by the CHA and attached to the Lease.

E. INITIAL INSPECTIONS

(See Chapter 11 of this plan)

F. RENT LIMITATIONS

The CHA will make a determination as to the reasonableness of the proposed rent in relation to comparable units available for Lease on the private unassisted market, and the rent charged by the owner for a comparable unassisted unit in the building or premises.

Housing Occupancy Plan

CHAPTER 10- REQUEST FOR TENANCY APPROVAL AND CONTRACT EXECUTION

By accepting each monthly housing assistance payment from the CHA, the owner certifies that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises. The owner may be required to provide the CHA with information requested on rents charged by the owner on the premises or elsewhere.

At all times during the tenancy, the rent to owner may not be more than the most current reasonable rent as determined by the CHA.

G. DISAPPROVAL OF PROPOSED RENT

In any of the programs, if the proposed gross rent is not reasonable, at the family's request, the CHA will negotiate with the owner to reduce the rent to a reasonable rent. If the rent is not affordable because the family share would be more than 40% of the family's monthly adjusted income, the CHA will negotiate with the owner to reduce the rent to an affordable rent for the family.

1. At the family's request, the CHA will negotiate with the owner to reduce the rent or include some or all of the utilities in the rent to owner.
2. If the rent can be approved after negotiations with the owner, the CHA will continue processing the Request for Approval of Tenancy and Lease.
3. If the revised rent involves a change in the provision of utilities, a new Request for Approval of Tenancy must be submitted by the owner.
4. If the owner does not agree on the rent to owner after the CHA has failed to negotiate a revised rent, the CHA will inform the family and owner that the Lease is denied.

H. INFORMATION TO OWNERS

In accordance with HUD requirements, the CHA will furnish, upon request, prospective owners with the family's current address as shown in the CHA's records and, if known to the CHA, the name and address of the landlord at the family's current and prior address.

The CHA will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection.

Housing Occupancy Plan

CHAPTER 10- REQUEST FOR TENANCY APPROVAL AND CONTRACT EXECUTION

The CHA will inform owners that it is the responsibility of the landlord to determine the suitability of prospective tenants. Owners will be encouraged to screen applicants for rent payment history, payment of utility bills, eviction history, lease violations, damage to units, drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others, and compliance with other essential conditions of tenancy.

The CHA may furnish prospective owners with information about the family's rental history, or any history of:

- Eviction history
- Damage to rental units
- Outstanding balance to landlord and/or CHA
- Drug trafficking by family members

The information may be provided for the last seven (7) years, and will be provided in writing.

The CHA's policy on providing information to owners is included in the briefing packet and will apply uniformly to all families and owner.

I. OWNER DISAPPROVAL

(See Chapter 17 of this plan)

J. CHANGE IN TOTAL TENANT PAYMENT (TTP) PRIOR TO HAP EFFECTIVE DATE

When the family reports changes in factors that will affect the total family share prior to the effective date of the HAP contract at admission, the information will be verified and the total family share will be recalculated. If the family does not report any change, the CHA need not obtain new verifications before signing the HAP contract, even if verifications are more than one hundred and twenty (120) days old.

Housing Occupancy Plan

CHAPTER 10- REQUEST FOR TENANCY APPROVAL AND CONTRACT EXECUTION

K. CONTRACT EXECUTION PROCESS

The Department Director or designees are authorized to execute a contract on behalf of the CHA.

In order to participate on the Charlotte Housing CHA's Section Eight program Owners will be required to register with the CHA. The following items are required by the CHA from the Owner in order to participate or continue participating on the CHA Section Eight program:

A completed CHA provided owner registration form

A completed form W-9

Proof of Ownership of property

Copy of photo identification

Copy of social security card or proof of TIN (if business)

Completed CHA provided Direct Deposit form

Proof of local Property Manager if owner is not local

Proof of being current with mortgage

Proof of being current with property taxes

Proof of physical address

Home telephone number and email address (if applicable)

In the case where an Owner has an existing assisted family under an old contract the CHA will continue to honor this contract and will not take action to terminate for failure on the part of an Owner to register with the CHA. However, prior to executing all new contracts, the CHA will require all items noted above.

The CHA will not process a Request for Tenancy Approval (RFTA) until it has received a completed CHA Landlord Registration Package. If the Owner has other

Housing Occupancy Plan

CHAPTER 10- REQUEST FOR TENANCY APPROVAL AND CONTRACT EXECUTION

properties currently on the program and has not registered themselves, existing properties or new properties with CHA no Housing Assistance Payment (HAP) contract will be executed with any additional properties until such time as CHA has received the requested registration documents.

The CHA will reject any RFTA submitted where an Owner has not provided the CHA with the requested documents to complete the registration package. The CHA will allow (30) days from submission of RFTA to complete the registration process.

The CHA prepares the Housing Assistance Payment (“HAP”) Contract and Lease for execution. The family and the owner will execute the Lease agreement, and the owner and the CHA will execute the HAP contract. Copies of the documents will be furnished to the parties who signed the respective documents. The CHA will retain the original HAP contract and Lease addendum and a copy of the Lease.

The CHA makes every effort to execute the HAP contract before the commencement of the Lease term. The HAP contract may not be executed more than sixty (60) days after commencement of the Lease term and no payments will be made until the contract is executed.

INTRODUCTION

Housing Quality Standards (HQS) / Uniform Physical Condition Standards (UPCS) are the HUD minimum quality standards for assisted housing programs. HQS/ UPCS standards are required both at initial occupancy and during the term of the Lease. HQS/ UPCS standards apply to the building and premises, as well as the unit. Newly Leased units must pass the HQS inspection before the beginning date of the assisted Lease and/or HAP contract.

The CHA will inspect each assisted unit at least annually. The CHA will also have an inspection supervisor perform quality control inspections on the number of files required for file sampling by SEMAP/PHAS annually to maintain the CHA's required standards and to assure consistency in the CHA's programs. This chapter describes the CHA's procedures for performing inspections, and CHA standards for the timeliness of repairs. It also explains the responsibilities of the landlord/owner and family, and the consequences of non-compliance with inspection requirements for both families and/or landlords/owners. The use of the term "HQS" / "UPCS" in this Plan refers to the combination of both HUD and CHA requirements.

A. GUIDELINES/TYPES OF INSPECTIONS

The CHA has adopted local requirements of acceptability in addition to those mandated by the HUD Regulations.

Efforts will be made at all times to encourage landlords/owners to provide housing above HQS minimum standards. The CHA will not promote any additional acceptability criteria which is likely to adversely affect the health or safety of Participant families, or severely restrict housing choice.

There are four types of inspections the CHA will perform:

1. Initial/Move-in: Conducted upon receipt of request for tenancy/Lease.
2. Annual: Must be conducted within twelve (12) months of the last annual inspection.
3. Special/Complaint: Conducted upon request.
4. Quality Control

Housing Occupancy Plan
CHAPTER 11 - INSPECTIONS

All parties will be provided with a minimum of five (5) business day's notice of annual and quality control inspections. All other inspections are conducted with no less than two (2) business days notice.

All Inspections will be conducted weekdays and between the hours of 8:00 a.m. and 5:00 p.m.

B. SECTION EIGHT INITIAL INSPECTION

Timely Initial Inspections

The CHA will inspect the unit, determine whether the unit satisfies the HQS and notify the family and/or landlord/owner of the determination within fourteen (14) days unless the department Supervisor determines that it is unable to do so in the stated timeframe, in which case the file will be appropriately documented..

The CHA will include "date unit available for inspection" on the tenancy request form.

For file audit purposes, the CHA will note in each program Participant file, the date on which the unit first became available for inspection according to information obtained from the tenancy request.

The CHA will make every reasonable effort to conduct initial inspections for the family in a manner that is time efficient and indicative of good customer service.

The initial inspection will be conducted to:

- Determine if the unit and property meet the HQS defined in this Plan.
- Document the current condition of the unit as to assist in future evaluations whether the condition of the unit exceeds normal wear and tear.
- Document the information to be used for determination of rent-reasonableness (voucher program only).

If the unit fails the initial inspection, the owner will be advised to notify the CHA, in writing, once repairs are completed (voucher program only).

For the initial inspection, the landlord/owner will be given up to thirty (30) days to correct the items noted as Failed, at the inspector's discretion, depending on the amount and complexity of work to be done.

Housing Occupancy Plan
CHAPTER 11 - INSPECTIONS

The landlord/owner will be allowed up to two (2) re-inspections for repair work to be completed.

If the time period given by the inspector to correct the repairs has elapsed, or the maximum number of failed re-inspections has occurred, the family must select another unit.

C. SECTION EIGHT ANNUAL INSPECTIONS

As required by SEMAP, the CHA conducts inspections in accordance with Housing Quality Standards at least annually, sixty (60) days prior to the last annual inspection. Special inspections may be scheduled between anniversary dates, such as semi-annual inspections on Single-Family Dwellings.

HQS deficiencies which cause a unit to fail must be corrected by the landlord unless the deficiencies causing the failure are the tenant's responsibility.

The family must allow the CHA to inspect the unit at reasonable times with reasonable notice. [24 CFR 982.551(d)] Inspections will be conducted on business days only.

The CHA will notify the family and landlord, in writing, at least five (5) business days prior to the annual inspection. This does not apply to rescheduled annual inspections or annual re-inspections of failed items.

The family and landlord may request a re-inspection in advanced of receipt of the CHA notice of re-inspection. However, the request must be on CHA approved forms and must be received within fifteen (15) business days prior to the re-inspection scheduled by the CHA.

Incorporation of More Extensive Exterior Inspection into the Inspection

The CHA incorporates a more extensive inspection of the exterior of the assisted unit into the HQS inspection process. The revised HQS inspection process will include the inspection of the sidewalk, driveway, foundation, yard/lawn, building structure, roof, exterior windows, and doors.

The CHA may contract with a third party entity to perform exterior inspections on all or a percentage of CHA Section 8 assisted units. The CHA may contract with a third party entity to perform complete HQS inspections on a percentage of all CHA Section 8 assisted units.

Time Standards for Repairs

Emergency items which endanger the family's health or safety must be corrected by the responsible party within twenty-four (24) to forty-eight (48) hours of receipt of written notification.

For non-emergency items, repairs must be made within thirty (30) calendar days of notification to avoid HAP abatement for landlord deficiencies and a recommendation for Participant termination for Participant deficiencies.

Extensions of Time for Repairs

A written request for an extension of time for repairs may be submitted to the CHA no later than five (5) business days prior to the deadline for repairs for non-emergency items. The CHA will not consider any request for extension not in writing and if not received a minimum of five (5) business days prior to the deadline date for repairs. Where emergency violations have been noted, the CHA will accept a verbal request for an extension of time to repair. The verbal request must be received and acknowledged by the CHA no later than twenty-four (24) hours after receipt of notice from CHA. All extensions for time to repair must be directed to the CHA inspector noted on the deficiency notice. The CHA may approve or deny a request for an extension of time. The CHA Inspections Department Manager or their designees are authorized to approve requests for extension.

Rent Increases

The landlord/owner may request a rent increase providing the following are met:

1. The request for rent increase may not be submitted more than one hundred and fifty (150) calendar days before the anniversary date of the HAP contract effective date and not later than (30) calendar days after the HAP contract effective date.
2. All outstanding Housing Quality Standards (HQS) deficiency items that the landlord/owner is responsible for correcting must be corrected prior to receipt of a request for increase.
3. The assisted unit must not have any landlord/owner rent abatement violations issued by the CHA within twelve (12) months prior to the request.

Housing Occupancy Plan

CHAPTER 11 - INSPECTIONS

4. The landlord/owner must provide written proof that all outstanding mortgages against the assisted rental unit are current as of the month of the written request for the increase.
5. The landlord/owner must provide written proof that all assessed taxes against the assisted rental unit is current as of the tax billing period of the written request for increase.
6. The landlord/owner must provide a minimum of three (3) comparable housing units for each one unit for which a rent increase is being requested.
7. Rent comparable units used for rent increase purposes must at a minimum match the following areas:
 - a. Have an equal number of bedrooms and have a total living space that is within 100 square feet of total living pace of the target unit;
 - b. Be located within the same zip code or census tract or as close as possible to the target unit;
 - c. Age of the unit; and
 - d. Unit type.

The comparables used for rental increases do not necessarily need to meet the Rent Reasonableness determination as stated in Chapter 12 of this policy.

The CHA may approve a rent increase within established limits based on available funding. Where funding is not available the CHA may reject a rent increase request in part or whole with notice to landlord/owner.

A landlord/owner may appeal the CHA's decision to reject the request (in whole or in part) for reasons other than: (a) insufficient funds to support the request or; (b) where a request has been submitted for an amount above the established percent increase allowed.

All appeals must be on CHA-approved forms, must be received by the Housing Choice Voucher program within (10) business days of the date of the rejection notice and must be accompanied with sufficient documentation to support the reason(s) for the appeal.

D. SECTION EIGHT SPECIAL/COMPLAINT INSPECTIONS

If at any time the family or landlord/owner notifies the CHA that the unit does not meet Housing Quality Standards, the CHA will conduct an inspection.

The CHA will inspect only the items which were reported, but if the inspector notices additional deficiencies that would cause the unit to fail HQS, the responsible party will be required to make the necessary repairs.

E. SECTION EIGHT QUALITY CONTROL INSPECTIONS

Quality Control inspections will be performed by the Inspections Supervisor on the number of files required by SEMAP. The purpose of Quality Control inspections is to ascertain that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in applying the HQS.

The sampling of files will include recently completed inspections (within the prior 3 months), a cross-section of neighborhoods, and a cross-section of inspectors.

F. ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS

The CHA adheres to the acceptability criteria in the program regulations.

G. SECTION EIGHT EMERGENCY REPAIR ITEMS

HQS violations that are considered life threatening or of an emergency nature must be corrected by the responsible party within twenty-four (24) to forty-eight (48) hours of receipt of written notice from the CHA.

If the emergency repair item(s) are not corrected in the time period required by the CHA, and the landlord/owner is responsible, the housing assistance payment will be abated and the HAP contract will be terminated.

If the emergency repair item(s) are not corrected in the time period required by the CHA, and it is an HQS breach which is a family obligation, the CHA will terminate the assistance to the family.

H. CONSEQUENCES IF LANDLORD/OWNER IS RESPONSIBLE (NON-EMERGENCY ITEMS)

When it has been determined that a unit in the program fails to meet Housing Quality Standards, and the landlord/owner is responsible for completing the

Housing Occupancy Plan
CHAPTER 11 - INSPECTIONS

necessary repair(s) in the time period specified by the CHA, the assistance payment to the landlord/owner will be abated.

The housing authority may implement a liquidated damages clause for failure of a unit to pass HQS inspections. This penalty may be on a sliding scale associated with initial and/or re-inspections.

Abatement

If landlord-noted deficiencies are not corrected within the cure period allowed by the CHA, the CHA will abate the monthly HAP effective on the first day of the month following the fail date. A notice of the CHA's intent to abate the HAP will be forwarded to the landlord and the participant. The notice for non-emergency items will be for a minimum of thirty (30) calendar days, and for emergency items the notice will be between 24 to 48 hours. If the 24- to 48-hour cure period falls on a weekend or holiday, the correction deadline will be extended until the first business day following the weekend or holiday. If the landlord fails to make the landlord noted repair(s) during the period of time allowed the CHA will abate the monthly HAP to the landlord effective the first day of the month following the deadline to correct the landlord noted fail items. If the fail items were noted as emergency items charged to the landlord and the CHA re-inspection shows that the repairs were not made the CHA will abate the HAP and terminate the HAP contract in-place for (30) calendar days if not corrected. The Participant will not be responsible for the CHA's portion of the abated rent during the time that the HAP contract remains in effect. Upon termination of the HAP contract the CHA is no longer responsible for payment to the landlord/owner under the terms of the HAP contract.

The CHA will re-inspect the abated unit upon receipt of a request for re-inspection or the CHA rescheduled appointment. Requests for re-inspection may be verbal or in writing. The CHA will allow only (2) re-inspections within 30 calendar days during the abatement period. No other inspections will be allowed after the 30 calendar day cure period.

If the landlord makes the repairs and submits a request for re-inspection before the end of the 30 day abatement period the CHA will re-inspect the abated unit. If the landlord makes repairs during the abatement period, payment will resume on the first day of the month following the date the unit passes inspection.

No retroactive payments will be made to the landlord/owner for the period of time the rent was abated and the unit did not comply with HQS.

Termination of Contract

The period of abatement will not exceed sixty (60) calendar days.

Up to one (1) HQS inspection may be conducted after the termination notice is issued.

Landlord Appeals

If the landlord does not agree with CHA's actions regarding an inspection the CHA will afford the landlord the opportunity to submit written objection to the CHA. Any objections to a CHA decision relating to a CHA inspection must be in writing and must be received by the CHA within ten (10) business days of the CHA actions taken or date of CHA notice of proposed actions (whichever date is later).

The written objection must clearly identify the actions or inactions on the part of CHA, must identify the landlord /owner of the property, must include accurate contact information (mailing address/ email address and telephone number) for landlord / owner, must include the name(s) and address of participant in question and must include a brief description of why the landlord/owner objects to CHA's actions or inactions.

The written objection will be reviewed by the Section 8 Director or designee who shall render a written decision either in support of the appeal or in support of the CHA's action or inaction. A written decision shall be rendered within ten (10) business days of receipt.

If the landlord / owner does not agree with the written decision received at this level, the landlord / owner may appeal to the next highest official within the CHA's Operations Division. The written objection will be reviewed by the Chief Operations Officer or designee who shall render a written decision either in support of the appeal or in support of the CHA's action or inaction. A written decision shall be rendered within ten (10) business days of receipt.

A written decision at this level will be final as it relates to CHA. However, if the landlord / owner still feels that the CHA's actions or inactions were not justified the landlord / owner may obtain legal counsel to pursue the matter the courts.

I. HQS DEFICIENCIES CONSIDERED THE RESPONSIBILITY OF THE FAMILY

- Tenant-paid utilities not in service
- Failure to provide or maintain family-supplied appliances
- Damage to the unit or premises caused by a Household member or guest beyond normal wear and tear
- The landlord/owner is responsible for all other HQS violations.

If the CHA discovers that the family has failed to maintain utility service(s), the CHA will require of the family to establish a utility account within forty-eight (48) hours of the CHA notice. The tenant must provide the CHA with written proof of utility service. If the family fails to correct the violation within forty-eight (48) hours the CHA will terminate assistance to the family with a thirty (30) day notice to the landlord/owner.

The landlord/owner is responsible for vermin infestation even if caused by the family's living habits. However, if such infestation is serious and repeated, it may be considered a Lease violation and the landlord/owner may evict for serious or repeated violation of the Lease. The CHA may terminate the family's assistance on that basis.

The inspector will make a determination of landlord/owner or family responsibility during the inspection.

J. CONSEQUENCES IF FAMILY IS RESPONSIBLE

If emergency or non-emergency violations of HQS are determined to be the responsibility of the family, the CHA will require the family to make any repair(s) or corrections within twenty-four to forty-eight (24-48) hours or thirty (30) calendar days, depending on the nature of the repair(s). If the repair(s) or correction(s) are not made in this time period, the CHA will terminate assistance to the family, with thirty (30) calendar day notice to the landlord/owner and after providing an opportunity for an informal hearing. Extensions in these cases must be approved by the Inspections Department Manager or their designee. The landlord/owner's rent will not be abated for items which are the family's responsibility. If the tenant is responsible and corrections are not made, the HAP contract will terminate when assistance is terminated.

K. PUBLIC HOUSING PRE-OCCUPANCY AND PRE-TERMINATION INSPECTIONS

The CHA attempts to insure that the dwelling unit meets the criteria of safe, decent and sanitary living conditions as set forth in the housing codes of North Carolina and the City of Charlotte and the housing quality standards set by HUD. To accomplish this, the CHA provides three types of inspections of the unit.

- (1) Move-In Inspection. Prior to the signing of the Lease and occupancy of a dwelling unit by a Participant, a representative of the CHA and the prospective Participant will inspect the unit and insure that all equipment is present and working and that the unit is ready for occupancy. Upon completion of the Move-In Inspection and the agreement of the prospective Participant, the Participant and the Manager shall sign certifying the condition of the apartment at the time of occupancy. The Participant will be furnished with a written statement of the condition of the dwelling and the equipment provided with the unit.

Any discrepancies noted during the move-in inspection shall be cleared by the management staff within 5 working days of the date of the inspection. A re-inspection of the unit will be conducted, if necessary, by the Manager and Participant on the 6th working day. Any item which cannot be repaired at that time, will be noted and work orders completed and attached to a discrepancy report. This report will be sent to the Regional Manager for follow-up.

- (2) Annual, Preventive and Routine Inspection. During the tenure of the Participant, the CHA may, upon reasonable advance notice (at least 48 hours), enter the dwelling during reasonable working hours (8 AM until 5 PM) for the purpose of performing preventive, routine and annual inspections, maintenance services, pest control, and other routine services. The CHA will conduct an annual inspection of the dwelling and all equipment belonging in that unit; such inspection shall be done in accordance with a schedule therefore adopted by the CHA.

Any work orders generated as a result of the Annual Inspection shall be monitored to ensure that they are cleared within 25 days of the inspection. The manager will re-inspect any units which had discrepancies within 45 days of the initial inspection to insure that all discrepancies have been corrected. A discrepancy report will be completed monthly noting any outstanding work orders resulting from move-in or Annual inspections of units.

Housing Occupancy Plan
CHAPTER 11 - INSPECTIONS

(3) Move-Out Inspection. Upon request from a landlord or participant, the manager and Maintenance Supervisor, or similar agents for the CHA, will conduct a move-out inspection. Such inspection shall note the condition and cleanliness of the unit, fixtures, and equipment. A statement of charges will be prepared and forwarded to the Participant; such a statement shall provide a list of damages or conditions which are out of compliance with the conditions discovered at move-in, with allowances for normal wear and tear, all as set forth in Chapter 9. Unless the Participant vacates without prior notice, the CHA will provide a reasonable opportunity for the Participant or a representative to participate in the Move-Out Inspection.

Housing Occupancy Plan

CHAPTER 12 – SECTION EIGHT OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS

INTRODUCTION

The policies in this chapter reflect the amendments to the HUD regulations, which were implemented by the Quality Housing and Work Responsibility Act of 1998 for the Section 8 Tenant-Based Assistance Program. These amendments became effective on October 1, 1999, which is referred to as the "merger date." These amendments complete the merging of the Section 8 Certificate and Voucher Programs into one program, called the Housing Choice Voucher Program.

All Section 8 Participant families have been transitioned to the Housing Choice Voucher Program on or before October 1, 2001. Rent calculation methods for the Housing Choice Voucher Program are described at 24 CFR 982.505. The rent calculation formula is specific and is not subject to interpretation.

However, all new Leases, moves and new admissions taking effect on or after October 1, 1999 will be subject to the regulations of the new Housing Choice Voucher Program. The Housing Choice Voucher Program provides "tenant-based" rental assistance to qualified participants to assist them with obtaining safe, decent and affordable housing opportunities for families who could not otherwise obtain conventional housing. In addition, Section 8 also authorizes community based rental assistance programs in which an owner may reserve some of their units for low-income tenants.

The CHA will determine rent reasonableness in accordance with 24 CFR 982.507(a). It is the CHA's responsibility to ensure that the rents charged by landlord/owners are reasonable based upon unassisted comparables in the rental market, using the criteria specified in 24 CFR 982.507(b).

This chapter explains the CHA's procedures for determination of rent-reasonableness, payments to landlord/owners, adjustments to the payment standards, and rent adjustments.

A. RENT TO LANDLORD/OWNER

The rent to the landlord/owner is limited by reasonableness. The CHA must demonstrate that the rent to the owner is reasonable in comparison to rent for other comparable unassisted units.

The only other limitation on rent to landlord/owner is the maximum rent standard at initial occupancy (24 CFR 982.508). At the time a family initially receives tenant-

Housing Occupancy Plan

CHAPTER 12 – SECTION EIGHT OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS

based assistance for occupancy of a dwelling unit, whether it is a new admission or a move to a different unit, if the gross rent for the unit exceeds the applicable payment standard for the family, the family share may not exceed 40% of the family's monthly adjusted income.

During the initial term of the Lease, the owner may not raise the rent to owner.

B. MAKING PAYMENTS TO OWNERS

For all HAP contracts executed as of the effective date of board approval of this plan the CHA will require the landlord to sign up for direct deposit. The CHA may request that all landlords/owners participating in the CHA's housing assistance program sign up for direct deposit. However, the requirement will apply only to new HAP contracts signed as of the effective date of this plan.

Once the HAP contract is executed, the CHA begins processing payments to the landlord. An automated HAP Register will be used as a basis for monitoring the accuracy and timeliness of payments. Changes are made and manually added to the HAP Register for the following month. Payments are disbursed by the CHA accounting department to the landlord/owner each month. Checks may not be picked up by landlord/owner at the CHA. Payments will only be disbursed on or about the first and the fifteenth day of each month. Exceptions may be made with the approval of the Section 8 Director in cases of hardship.

Manual payments made by the CHA that are not received by a payee within (10) business days will be replaced by the CHA upon a "stop payment" order on the check at the CHA's bank.

Excess Payments

The total of rent paid by the tenant plus the CHA housing assistance payment to the landlord/owner may not be more than the rent to the landlord/owner. The landlord/owner must immediately return any excess payment to the CHA.

Landlords/Owners who do not return excess payments will be subject to penalties as outlined in Chapter 19 of this plan.

Late Payments to Landlords/Owners

The CHA will not be obligated to pay any late payment penalty if HUD determines that late payment is due to factors beyond the CHA's control, such as a delay in the

Housing Occupancy Plan

CHAPTER 12 – SECTION EIGHT OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS

receipt of program funds from HUD. The CHA will use administrative fee income or the administrative fee reserve as its only source for a late payment penalty.

The CHA will not use any program funds for the payment of late fee penalties to the landlord/owner.

C. RENT REASONABLENESS DETERMINATIONS

The CHA will determine and document on a case-by-case basis that the approved rent is reasonable in comparison to rent for other comparable unassisted units in the market. This applies to all programs.

The CHA will not approve a Lease until the CHA determines that the initial rent to landlord/owner is a reasonable rent. The CHA must re-determine the reasonable rent before any increase in the rent to landlord/owner, and if there is a five percent decrease in the published Fair Market Rent (“FMR”) in effect sixty (60) days before the contract anniversary (for the unit size rented by the family) as compared with the FMR in effect one (1) year before the contract anniversary.

The CHA must re-determine rent reasonableness if directed by HUD and based on a need identified by the CHA's auditing system. The CHA may elect to re-determine rent reasonableness at any other time. At all times during the assisted tenancy, the rent to landlord/owner may not exceed the reasonable rent as most recently determined or re-determined by the CHA.

The landlord/owner will be advised that by accepting each monthly housing assistance payment she or he will be certifying that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises.

If requested, the landlord/owner must give the CHA information on rents charged by the landlord/owner for unassisted units.

The data for other unassisted units will be gathered from newspapers, Realtors, professional associations, inquiries of landlords/owners, market surveys, and other available sources.

The market areas for rent reasonableness are zip codes within the CHA's jurisdiction. Subject units within a defined housing market area will be compared to similar units within the same area.

Housing Occupancy Plan

CHAPTER 12 – SECTION EIGHT OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS

The following items will be used for rent reasonableness documentation:

- Size (number of Bedrooms/square footage)
- Location
- Age of unit
- Unit Type
- Utilities

D. PAYMENT STANDARDS FOR THE VOUCHER PROGRAM

The Payment Standard is used to calculate the housing assistance payment for a family. The CHA reviews the appropriateness of the Payment Standard annually when the FMR is published. In determining whether a change is needed, the CHA will ensure that the Payment Standard is always within the range of 90% to 120% of the new FMR, unless an exception payment standard has been approved by HUD.

The CHA will establish a single voucher payment standard amount for each FMR area in the CHA jurisdiction. For each FMR area, the CHA will establish payment standard amounts for each "unit size". The CHA may have a higher payment standard within the CHA's jurisdiction if needed to expand housing opportunities outside areas of minority or poverty concentration, as long as the payment standard is within the 90%-120% of FMR range.

The CHA may approve a higher payment standard within the basic range, if required as a reasonable accommodation for a family that includes a person with disabilities.

E. ADJUSTMENTS TO PAYMENT STANDARDS

Payment Standards may be adjusted, within HUD regulatory limitations, to increase Housing Assistance Payments in order to keep families' rents affordable. The CHA will not raise Payment Standards solely to make "high end" units available to Voucher holders. The CHA may use some or all of the measures below in making its determination whether an adjustment should be made to the Payment Standards.

Quality of Units Selected

The CHA will review the quality of units selected by Participant families when making the determination of the percent of income families are paying for housing,

Housing Occupancy Plan

CHAPTER 12 – SECTION EIGHT OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS

to ensure that Payment Standard increases are only made when needed to reach the mid-range of the market.

CHA Decision Point

The CHA will review the average percent of income of families on the program. If more than 25% of families are paying more than 30% of monthly adjusted income, the CHA will determine whether there is a difference by voucher size, whether families are renting units larger than their voucher size, and whether families are renting units which exceed HUD's HQS and any additional standards added by the CHA in this plan.

If families are paying more than 30% of their income for rent due to the selection of larger bedroom size units or luxury units, the CHA may decline to increase the payment standard. If these are not the primary factors for families paying higher rents, the CHA will continue increasing the payment standard.

Rent to Landlord/Owner Increases

(See Chapter 11 of this plan)

Time to Locate Housing

The CHA may consider the average time period for families to Lease up under the Voucher program. If more than 50% of Voucher holders are unable to locate suitable housing within the term of the voucher and the CHA determines that this is due to rents in the jurisdiction being unaffordable for families even with the presence of a voucher the Payment Standard may be adjusted.

Lowering of the Payment Standard

Lowering of the FMR may require an adjustment of the Payment Standard. Additionally, statistical analysis may reveal that the Payment Standard should be lowered. In any case, the Payment Standard will not be set below 90% of the FMR without authorization from HUD.

Housing Occupancy Plan

CHAPTER 12 – SECTION EIGHT OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS

Financial Feasibility

Before increasing the Payment Standard, the CHA may review the budget to determine the impact projected subsidy increases would have on funding available for the program and number of families served.

For this purpose, the CHA will compare the number of families who could be served under a higher Payment Standard with the number assisted under current Payment Standards.

File Documentation

A file will be retained by the CHA for at least three years to document the analysis and findings to justify whether or not the Payment Standard was changed.

F. EXCEPTION PAYMENT STANDARDS

If the dwelling unit is located in an exception area, the CHA must use the appropriate payment standard amount established by the CHA for the exception area in accordance with regulation at 24 CFR 982.503(c).

INTRODUCTION

In accordance with HUD requirements, the CHA will reexamine the income and Household composition of all families at least annually. The CHA will conduct bi-annual recertification on a select group of program Participants. Those families that are exempt from the requirement of an annual recertification will include those families whose head, spouse or sole member is Elderly and/or Disabled per CHA definition. To be eligible for bi-annual recertification the elderly and/or disabled family must one or more of the following:

- Have a head of Household who is Elderly or Disabled
- Consist of a spouse of the head of Household who is Elderly or Disabled
- Consist of minor under the age of 18
- If head of Household or spouse is Disabled one must be receiving SSI benefits prior to the next scheduled recertification due date
- If head of Household or spouse is Elderly one must have attained the age of 62 prior to the next scheduled recertification due date

All annual and bi-annual activities will be conducted in accordance with HUD regulations.

Families will be provided accurate annual and interim recertification. Annual recertifications and interim recertifications will be processed in a manner that ensures families are given reasonable notice of rent increases. All annual activities will be coordinated in accordance with HUD regulations. It is a HUD requirement that families report all changes in Household composition. This Chapter defines the CHA's policy for conducting annual recertifications and coordinating annual activities. It also explains the interim recertification reporting requirements for families, and the standards for timely reporting.

In addition, the CHA will require all Participants to attend mandatory occupancy training sessions as deem necessary for continued occupancy. Where the CHA has determined that more occupancy training is required for a family with a history of non-compliance, additional mandatory occupancy or other training that the CHA deems necessary will be a requirement for continued eligibility.

A. ANNUAL ACTIVITIES

The CHA must conduct an annual recertification on all assisted families:

- Recertification of income, assets, allowance and deductions, and family composition

The CHA produces a monthly listing of units under contract to ensure that timely reviews of factors related to total tenant payment/family share can be made.

Recertification of the family's income and composition must be conducted at least annually unless the family is considered “Elderly and/or Disabled” and is excluded under this policy.

Annual Inspections (See Chapter 11 of this plan)

B. ANNUAL RECERTIFICATION

Families are required to be recertified at least annually.

Recertification Notice to the Family

The CHA will maintain a recertification tracking system and the Household will be notified by mail of the date and time for their interview at least ninety (90) days in advance of the anniversary date. If requested as an accommodation by a person with a disability, the CHA will provide the notice in an accessible format. The CHA will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

Procedure

The CHA's procedure for conducting annual recertifications will be:

- Schedule the date and time of appointments and mail a notification to the family at least seven (7) days prior.

Completion of Annual Recertification

The CHA will have all annual recertifications for families completed before the anniversary date for such recertifications. This includes notifying the family of any increases in rent at least thirty (30) days before the scheduled date of the change in family rent.

Housing Occupancy Plan

CHAPTER 13 – RECERTIFICATIONS

- Persons with Disabilities: Persons with disabilities who are unable to come to the CHA's office will be granted an accommodation by conducting the interview at the person's home/by mail, upon verification that the accommodation requested meets the need presented by the disability.

C. BI-ANNUAL RECERTIFICATION [MTW EXEMPTION]

Bi-Annual recertification of income and family composition for “Elderly and/or Disabled Families” is the only activity completed on the bi-annual basis.

Bi-Annual Recertification under this plan will mean once every other CHA fiscal year (year determined by CHA staff).

Elderly under this plan will mean a family whose head, spouse or sole member has attained the age of 62 prior to the next annual recertification due date.

Disabled under this plan will mean a family whose head, spouse or sole member is a person, or two or more persons with disabilities living together or one or more persons with disabilities living together with one or more live-in aids. The disability must be permanent and the disabled must be ineligible to return to work based on the disability.

If the Elderly and/or Disabled family consists of minor children and the minor child attains the age of 18 or will attain the age of 18 within 12 months of the next regularly scheduled recertification due date the family will no longer be eligible for the annual recertification exemption unless the child is enrolled in high school, has or plans to enroll in a college, or vocational school, Job Corps, or other job training program full time or has or plans to enlist in a branch of the U.S. Military. If one of these situation exists the Elderly and/or Disabled family will be required to recertify annually beginning on the first annual recertification date following the date the minor child turned 18. The CHA will notify the family of the required annual recertification date.

Recertification Notice to the Family

The CHA will maintain a listing of Elderly and/or Disabled families for purposes of bi-annual recertification and will notify the family by mail of the date and time for their interview at least ninety (90) days in advance of the anniversary date. If requested as an accommodation by a person with a disability, the CHA will provide the notice in an accessible format. The CHA will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These

Housing Occupancy Plan
CHAPTER 13 – RECERTIFICATIONS

accommodations will be granted upon verification that they meet the need presented by the disability.

Procedure

The CHA's procedure for conducting bi-annual recertifications will be:

- Schedule the date and time of appointments and mail a notification to the family.

The CHA will have all recertifications for families completed before the anniversary date for such recertifications. CHA will provide the family with at least thirty (30) days written notice prior to any scheduled changes in family rent.

- Persons with Disabilities: Persons with disabilities who are unable to come to the CHA's office will be granted an accommodation by conducting the interview at the person's home/by mail, upon verification that the accommodation requested meets the need presented by the disability.

D. COLLECTION OF INFORMATION

CHA has established appropriate recertification procedures necessary to ensure that the income data provided by families is complete and accurate.

Requirements to Attend

The following family members will be required to attend the recertification interview:

- All adult Household Members
- If the head of Household is unable to attend the interview the appointment will be rescheduled

Failure to Respond to Notification to Recertify

The written notification must state which family members are required to attend the interview. The family may call to request another appointment date up to three (3) days prior to the interview.

Housing Occupancy Plan

CHAPTER 13 – RECERTIFICATIONS

If the family does not appear for the re-certification interview, and has not rescheduled or made prior arrangements with the CHA, the CHA will immediately reschedule a second appointment with written notice to the head of Household.

If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, the CHA will:

- Not schedule a third appointment; and
- Send family notice of termination and offer them an informal hearing

Exceptions to these policies may be made by the Housing Specialist or Property Manager if the family is able to document an emergency situation that prevented them from canceling or attending the appointment or if requested as a reasonable accommodation for a person with a disability.

Documents Required From the Family

In the notification letter to the family, the CHA will include instructions for the family to bring the following:

- Documentation of all income and assets
- Documentation of any deductions/allowances
- Documentation of changes to the Household composition

Upon Annual Re-certifications the CHA will conduct a background screening on all household members 16 and older. The CHA will perform criminal background checks on all Household Members age 16 and older. The CHA will utilize consent and release forms to obtain authorization for release of information. Failure of a member of the Household to sign the consent form when required constitutes grounds for denying admission or continuing participation in the CHA's housing programs.

Verification of Information

The CHA will follow the verification procedures and guidelines described in this Plan. Verifications for annual, bi-annual or interim recertifications must be less than one hundred and twenty (120) days old.

Tenant Rent Increases

If tenant rent increases, a thirty (30) day notice is mailed to the family prior to the scheduled effective date of the annual recertification.

If less than thirty (30) days are remaining before the scheduled effective date of the annual recertification, the tenant rent increase will be effective on the first of the month following the thirty (30) day notice.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the recertification processing, there will be a retroactive increase in rent to the scheduled effective date of the annual recertification.

Tenant Rent Decreases

If tenant rent decreases, it will be effective the first day of the month following the completed interim or recertification examination.

If the family causes a delay so that the processing of the recertification is not complete by the anniversary date, rent change will be effective on the first day of the month following completion of the recertification processing by the CHA.

E. REPORTING INTERIM CHANGES

Program Participants must report all changes in Household composition, in writing, to the CHA within ten (10) days of the addition or removal of a Household member. This includes additions due to birth, adoption and court-awarded custody. The family must obtain CHA approval prior to all other additions to the Household.

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

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified as required.

Income

Participants must report all changes to income, in writing, to the CHA within ten (10) calendar days of the increase or decrease. The CHA must calculate the change if

Housing Occupancy Plan
CHAPTER 13 – RECERTIFICATIONS

an increase in income of \$200 or more per month occurs or decrease in income is reported.

Participants may report a decrease to income and other changes if the decrease is anticipated to last 30 days or longer which would decrease the amount of tenant rent, such as an increase in allowances or deductions. The CHA must calculate the change if a decrease in income is reported. Where a family's Household income (income from all sources) decreases to zero, unless the family is considered "Elderly and/or Disabled" and is excluded under this policy, the family will be required to participate in an interim recertification at least once every (90) calendar days.

Requirements to Attend

The following family members will be required to attend the interim recertification interview:

- All adult Household Members
- If the head of Household is unable to attend the interview he appointment will be rescheduled

Failure to Respond to Notification to Recertify

The written notification must state which family members are required to attend the interview. The family may call to request another appointment date up to three (3) days prior to the interview.

If the family does not appear for the interim re-certification interview, and has not rescheduled or made prior arrangements with the CHA, the CHA will immediately reschedule a second appointment with written notice to the head of Household.

If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, the CHA will:

- Not schedule a third appointment; and
- Send family notice of termination and offer them an informal hearing

Exceptions to these policies may be made by the Housing Specialist if the family is able to document an emergency situation that prevented them from canceling or attending the appointment or if requested as a reasonable accommodation for a person with a disability.

Housing Occupancy Plan

CHAPTER 13 – RECERTIFICATIONS

The family will be required to continue to attend an interim recertification at least once every (90) calendar days for as long as the family remains at zero income.

PHA Errors

If the CHA makes a calculation error at admission to the program or at an annual recertification, an interim recertification will be conducted, if necessary, to correct the error, but the family will not be charged retroactively. Families will be given decreases, when applicable; retroactive to when the decrease for the change would have been effective if calculated correctly.

F. OTHER INTERIM REPORTING ISSUES

An interim recertification does not affect the date of the annual or bi-annual recertification.

G. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

The CHA will not reduce the family share of rent for families whose welfare assistance is reduced due to a "specified welfare benefit reduction," which is a reduction in benefits by the welfare agency specifically because of:

- Fraud in connection with the welfare program; or
- Noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

However, the CHA will reduce the rent if the welfare assistance reduction is a result of:

- The expiration of a lifetime time limit on receiving benefits; or
- A situation where the family has complied with welfare program requirements but cannot or has not obtained employment, or
- A situation where a family member has not complied with other welfare agency requirements.

DEFINITION OF COVERED FAMILY

A "covered family" is a Household that receives benefits for welfare or public assistance from a State or public agency program which requires, as a condition of eligibility to receive assistance, the participation of a family member in an economic self-sufficiency program.

DEFINITION OF "IMPUTED WELFARE INCOME"

“Imputed welfare income” is the amount of annual income that is not actually received by a family as a result of a specified welfare benefit reduction, but it is included in the family’s income for purposes of determining rent.

The amount of imputed welfare income is determined by the CHA, based on written information supplied to the CHA by a welfare agency, including:

- The amount of the benefit reduction
- The term of the benefit reduction
- The reason for the reduction
- Subsequent changes in the term or amount of the benefit reduction

The family's annual income will include the imputed welfare income, as determined at the family's annual, bi-annual or interim recertification, during the term of the welfare benefits reduction (as specified by the welfare agency).

The amount of imputed welfare income will be offset by the amount of additional income the family receives that commences after the sanction was imposed. When additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income will be reduced to zero.

If the family was not an assisted Participant when the welfare sanction began, imputed welfare income will not be included in annual income.

If the family claims the amount of imputed welfare income has been calculated incorrectly, the Housing Specialist or Property Manager will review the calculation for accuracy. If the imputed welfare income amount is correct, the CHA will provide a written notice to the family that includes:

- A brief explanation of how the amount of imputed welfare income was determined;
- A statement that the family may request an informal hearing if they do not agree with the CHA determination.

VERIFICATION BEFORE DENYING A REQUEST TO REDUCE RENT

The CHA will obtain written verification from the welfare agency stating that the family’s benefits have been reduced due to fraud or noncompliance with welfare

Housing Occupancy Plan
CHAPTER 13 – RECERTIFICATIONS

agency economic self-sufficiency or work activities requirements *before* denying the family’s request for rent reduction.

The CHA will rely on the welfare agency’s written notice to the CHA regarding welfare sanctions.

FAMILY DISPUTE OF AMOUNT OF IMPUTED WELFARE INCOME

If the family disputes the amount of imputed income and the CHA denies the family’s request to modify the amount, the CHA will provide the tenant with a notice of denial, which will include:

- An explanation for the CHA’s determination of the amount of imputed welfare income
- A statement that the tenant may request an informal hearing.

H. NOTIFICATION OF RESULTS OF RECERTIFICATIONS [HUD Notice PIH 98-6]

The HUD Form 50058 will be completed and transmitted as required by HUD.

The Notice of Rent Change is mailed to the tenant and landlord/owner participating in Section 8. Signatures are not required by the CHA. If the family disagrees with the rent adjustment, they may request a grievance. (**See Chapter 16 of this plan**).

I. TIMELY REPORTING OF CHANGES IN INCOME AND ASSETS

STANDARD FOR TIMELY REPORTING OF CHANGES

The CHA requires that families report interim changes to the CHA within ten (10) days of when the change occurs. Any information, document or signature needed from the family which is needed to verify the change must be provided within fourteen (14) days of the date of the change.

An exception will be made for TANF recipients who obtain employment. In such cases, families will have to report within thirty (30) days of receipt of the Notice of Action from TANF that shows the full adjustment for employment income.

If the change is not reported within the required time period, or if the family fails to provide documentation or signatures, it will be considered untimely reporting.

Housing Occupancy Plan
CHAPTER 13 – RECERTIFICATIONS

PROCEDURES WHEN THE CHANGE IS REPORTED IN A TIMELY MANNER

The CHA will notify the family and the landlord/owner for participants in Section 8 of any change in the Tenant Payment to be effective according to the following guidelines:

- Increases in the Tenant Rent are effective on the first day of the month following at least thirty days' written notice.
- Decreases in the Tenant Rent are effective the first day of the month following the month that the change was reported.

PROCEDURES WHEN THE CHANGE IS NOT REPORTED BY THE FAMILY IN A TIMELY MANNER

If the family does not report the change as described above in the discussion of "Timely Reporting," the family will have caused an unreasonable delay in the interim recertification processing and the following guidelines will apply:

- Increase in Tenant Rent will be effective retroactive to the date it would have been effective had it been reported on a timely basis. The family will be liable for any overpaid assistance and may be required to sign a Repayment Agreement in favor of the CHA or make a lump sum payment to the CHA.
- Decrease in Tenant Rent will be effective on the first day of the month following the month that the change was reported.

PROCEDURES WHEN THE CHANGE IS NOT PROCESSED BY THE CHA IN A TIMELY MANNER

"Processed in a timely manner" means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change is not processed by the CHA in a timely manner.

In this case, an increase will be effective after the required thirty days' notice prior to the first of the month after completion of processing by the CHA.

If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.

J. CHANGES IN UNIT SIZE AS A RESULT OF FAMILY COMPOSITION CHANGES

(See Chapter 5 of this plan)

Housing Occupancy Plan
CHAPTER 13 - RECERTIFICATIONS

K. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES

Under the Non-Citizens Rule, "mixed" families are families that include at least one citizen or eligible immigrant and any number of ineligible members.

L. MISREPRESENTATION OF FAMILY CIRCUMSTANCES

If any Participant deliberately misrepresents the information on which eligibility or tenant rent is established, the CHA may terminate assistance and may refer the family file/record to the proper authorities for appropriate disposition. (See Chapter 22 of this plan)

Housing Occupancy Plan

CHAPTER 14 – SECTION EIGHT MOVES WITH CONTINUED ASSISTANCE-PORTABILITY

INTRODUCTION

HUD regulations permit families to move with continued assistance to another unit within the CHA's jurisdiction, or to a unit outside of the CHA's jurisdiction under portability procedures. The regulations also allow the CHA the discretion to develop policies which define any limitations or restrictions on moves. This chapter defines the procedures for moves, both within and outside of, the CHA's jurisdiction, and the policies for restriction and limitations on moves.

A. ALLOWABLE MOVES

A family may move to a new unit with continued assistance if:

- The household has completed Good Neighbor's Training
- The assisted Lease for the old unit has terminated because the CHA has terminated the HAP contract for owner breach, or the Lease was terminated by mutual agreement of the owner and the family.
- The owner has given the family a notice to vacate, or has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the family (unless assistance to the family will be terminated).
- The family has given proper notice of Lease termination and the CHA has no knowledge of any outstanding violations and is not in violation of any of the current Lease terms (and if the family has a right to terminate the Lease on notice to owner).
- A member of the family is a victim of domestic violence, dating violence, sexual abuse, or stalking and requests to terminate his or her rental agreement in order to relocate, and the victim provides written evidence in the form of a court order that has been entered pursuant to Chapter 50.B or 50.C of the North Carolina General Statutes.
- The owner is selling the unit, and the owner and the family mutually agree to terminate the Lease.
- The family has provided the CHA with proof that the property is being foreclosed.
- The owner and family mutually agree to terminate the Lease to facilitate a move by the family to another unit owned or managed by the same landlord.

Housing Occupancy Plan

CHAPTER 14 – SECTION EIGHT MOVES WITH CONTINUED ASSISTANCE-PORTABILITY

- An emergency arises which, in the opinion of the CHA Management, necessitates a move by the family whether or not proper notice of Lease termination has been given.
- The family is requesting to move under the Violence Against Women and Justice Department Reauthorization Act 2005 (VAWA).
- The Owner and family may mutually agree to rescind Lease for any reason.

B. RESTRICTIONS ON MOVES

- Families will not be permitted to move within the CHA's jurisdiction during the initial year of assisted occupancy, unless mutually agreed to by Owner and family, or the family is requesting to move under the Violence Against Women and Justice Department Reauthorization Act 2005 (VAWA).
- Families will not be permitted to move outside the CHA's jurisdiction under portability procedures during the initial year of assisted occupancy, unless the family is requesting to move under the Violence Against Women and Justice Department Reauthorization Act 2005 (VAWA).
- Families will not be permitted to move more than once in a twelve-month period unless the family is requesting to move under the Violence Against Women and Justice Department Reauthorization Act 2005 (VAWA) or there are circumstances beyond the control of the family which require a move as an accommodation for a family member with a disability or for other good cause approved by CHA.

The CHA will deny permission to move if there is insufficient funding for continued assistance.

The CHA will deny permission to move if:

- The family has violated a family obligation.
- The family is in default (not current) of a payment agreement with the CHA.
- The family has outstanding HQS violations.
- The family has an outstanding Recertification.
- The family has failed to provide the current landlord and the CHA notice to move according to the terms of the Lease agreement.
- The CHA will deny outgoing portability for any of the above reasons and if there are insufficient funds to support portability.

Housing Occupancy Plan

CHAPTER 14 – SECTION EIGHT MOVES WITH CONTINUED ASSISTANCE-PORTABILITY

- The CHA will deny outgoing portability if there are pending terminations as of the date of request to port.

The CHA may delay a family's request to move if:

The current landlord has submitted written notice that a family has not paid in full a debt owed to the current landlord or is not current with payments under a payment arrangement or has damaged the unit in violation of the Lease and has not arranged to pay the landlord for damages identified that exceed the amount held in security deposit.

- The family is not current with any debt owed for utility services received at the current assisted unit or any assisted unit resided in for the past (7) years.

In the above cases the CHA will arrange a mediation session with the Participant and current landlord to resolve the dispute. If the CHA is unable to resolve the dispute within a (30) day period, the Participant and landlord must resolve the dispute with no further involvement from CHA.

CHA will provide notice to the current landlord and Participant that the move will be denied until the current landlord and Participant provides proof that the matter has been resolved. The CHA reserves the right to determine what satisfactory proof of resolution is.

The Department Director or designee may make exceptions to these restrictions if there is an emergency reason for the move over which the Participant has no control. This will be documented in the tenant file.

C. PROCEDURE FOR MOVES

Issuance of Voucher

Subject to the restrictions on moves, if the family has not been recertified within the last sixty (60) days, the CHA will issue the voucher to move.

If the family does not locate a new unit, they may remain in the current unit so long as the owner permits.

The family must give the owner the required number of days for prior written notice of intent to vacate as specified in the Lease and must give a copy to the CHA simultaneously.

Housing Occupancy Plan

CHAPTER 14 – SECTION EIGHT MOVES WITH CONTINUED ASSISTANCE-PORTABILITY

If the family circumstances change and family is unable to move by the date of the notice the family must provide the CHA and owner with a written request to extend the notice date within (5) business days prior to move out date, on the original notice.

Time of Contract Change

A move within the same building or project, or between buildings owned by the same owner, will be processed like any other move.

In a move, assistance stops at the old unit at the end of the month in which the tenant ceased to occupy. All notices to vacate must be for the last day of the month. Assistance will start on the new unit on the effective date of the Lease and contract. Assistance payments may overlap for the month in which the family moves.

D. PORTABILITY

Portability applies to families moving out of or into the CHA's jurisdiction within the United States and its territories.

E. OUTGOING PORTABILITY

Within the limitations of the regulations and this policy, a Participant family has the right to receive tenant-based voucher assistance to Lease a unit outside the CHA's jurisdiction, anywhere in the United States, in the jurisdiction of a PHA with a tenant-based program. When a family requests to move outside of the CHA's jurisdiction, the request must specify the area to which the family wants to move. The CHA will deny outgoing portability only if there are insufficient funds to support portability.

Medical Documentation Not Shared Except With Family

In order to ensure compliance with federal privacy act rules regarding health-related information (HIPAA), CHA will not forward a portable family's medical documentation to a receiving PHA. CHA may indicate to the receiving PHA that CHA has approved an accommodation for the family, without providing any of the details of the basis for the approval. CHA will provide a copy of the medical documentation directly to the head of Household of the family only upon request. The family will be responsible for providing the medical documentation directly to the receiving PHA directly.

Housing Occupancy Plan

CHAPTER 14 – SECTION EIGHT MOVES WITH CONTINUED ASSISTANCE-PORTABILITY

Denying Family Request to Move Under Portability Procedures: The CHA may only deny a family’s port request for the following reasons:

- 1) CHA has grounds to deny the move due to the family’s action or failure to act under (982.552 or 982.553)
- 2) Family is a non-Participant applicant or non-Participant applicant not yet assisted in CHA’s jurisdiction for (12) months since being admitted
- 3) Family is applicant and is not income-eligible where porting
- 4) CHA policies detail timing and frequency of moves per 982.314 (c) (2) and move does not comply
- 5) CHA does not have sufficient funds to support the move

The CHA may also deny port if family has moved out in violation of Lease (unless Violence Against Women and Justice Dept. Reauthorization Act applies)

Denying Portability Moves Due to Insufficient Funding: The CHA may only deny port to “higher cost:” area (982.341 (e) (1)) if CHA would be unable to avoid terminations of voucher assistance for current Participants during the fiscal year in order to remain within budgetary allocation for HAP.

The CHA may not deny port to “higher cost” area because it wishes to admit families from the wait list regardless of whether it has unit months available (UMA).

F. INCOMING PORTABILITY

Criminal Background Check

For incoming portable families the CHA will conduct a criminal background history check and will apply the admissions criteria identified in Chapter 2 Section G in addition to the following:

- Valid government-issued photo ID for all Household member 18 or older
- Birth Certificates for all Household Members
- Social Security cards for all Household Members
- Income verification for all Household Members 18 or older (120 days old or less)

Housing Occupancy Plan

CHAPTER 14 – SECTION EIGHT MOVES WITH CONTINUED ASSISTANCE-PORTABILITY

- A completed signed and dated authorization for release for all Household Members 16 and older
- Valid Housing Choice Voucher

Incoming portable families who fail to complete any authorization for release (for Household Members 16 or older) requested by the CHA will be denied portability. All incoming port requests will be denied if the criminal background reveals: **CONVICTION OF A SEX RELATED OFFENSE, ANY FAMILY MEMBER HAS ENGAGED IN DRUG-RELATED CRIMINAL ACTIVITY. ANY DISCREPANCIES IN THE REPORT MUST BE RESOLVED BY THE FAMILY PRIOR TO THE PRELIMINARY APPOINTMENT.**

All incoming port requests must be accompanied by the following documents: HUD Forms 52646 (Voucher), 52655 (Billing Instructions), and 50058 (Family Detail). The HUD 52646 (Voucher) must have at least 30 days remaining prior to expiration date in order to receive a voucher through the CHA. If there are not 30 days left on the Voucher, the paperwork will be returned to the initial PHA. All new CHA Section 8 families must attend a Voucher Briefing Session before receiving a CHA voucher. Families may request an exception for emergency situations. Such requests must be approved by the CHA.

All new CHA Section 8 families must attend an Occupancy Training Session before receiving a CHA voucher. Families may request an exception for emergency situations. Such requests must be approved by the CHA.

Absorption or Administration

The CHA will accept a family with a valid voucher from another jurisdiction and administer or absorb the voucher. If administering, the family will be issued a "portable" voucher by the CHA. The term of the voucher will not expire before the expiration date of any initial PHA voucher. The family must submit a request for approval of tenancy for an eligible unit to the receiving PHA during the term of the receiving PHA voucher. The receiving PHA may grant extensions in accordance with this plan. However, if the family decides not to Lease-up in the CHA's jurisdiction, they must contact the initial PHA to request an extension.

The CHA may absorb vouchers at the Section 8 Director's discretion. When the CHA does not absorb the incoming voucher, it will administer the initial PHA's voucher and the CHA's policies will prevail.

Housing Occupancy Plan

CHAPTER 14 – SECTION EIGHT MOVES WITH CONTINUED ASSISTANCE-PORTABILITY

For admission to the program a family must be income eligible in the area where the family initially Leases a unit with assistance under the program.

The CHA does not re-determine eligibility for a portable family that was already receiving assistance in the initial PHA Section 8 tenant-based program.

The CHA will issue a "portability voucher" according to its own Subsidy Standards. If the family has a change in family composition which would change the voucher size, the CHA will change to the proper size based on its own Subsidy Standards.

G. INCOME AND TOTAL TENANT PAYMENT OF INCOMING PORTABLES

If the CHA conducts a recertification of the family, it will not cause a delay in the issuance of a voucher.

If the family's income is such that a zero dollar (\$0) subsidy amount is determined prior to Lease-up in the CHA's jurisdiction, the CHA will refuse to enter into a contract on behalf of the family at zero dollar (\$0) assistance.

Requests for Approval of Tenancy

When the family submits a Request for Tenancy Approval ("RFTA"), it will be processed using the CHA's policies. If the family does not submit a RFTA or does not execute a Lease, the initial PHA will be notified within thirty (30) calendar days by the CHA.

If the family Leases up successfully, the CHA will notify the initial PHA within ten (10) business days, and the billing process will commence.

The CHA will notify the initial PHA if the family fails to submit a request for approval of tenancy for an eligible unit within the term of the voucher.

If the CHA denies assistance to the family, the CHA will notify the initial PHA and family within fifteen (15) calendar days and the family will be offered a review or hearing.

The CHA will notify the family of its responsibility to contact the initial PHA if the family wishes to move outside the CHA's jurisdiction under continued portability.

Housing Occupancy Plan

CHAPTER 14 – SECTION EIGHT MOVES WITH CONTINUED ASSISTANCE-PORTABILITY

Regular Program Functions

The CHA will perform all program functions applicable to the tenant-based assistance program, such as:

- Annual recertifications of family income and composition;
- Annual inspection of the unit; and
- Interim examinations when requested or deemed necessary by the CHA

Terminations

The CHA will notify the initial PHA in writing of any termination of assistance within thirty (30) calendar days following the date of the termination. If an informal hearing is required and requested by the family, the hearing will be conducted by the CHA, using the regular hearing procedures included in this Plan. A copy of the hearing decision will be furnished to the initial PHA.

The initial PHA will be responsible for collecting amounts owed by the family for claims paid, and for monitoring repayment. If the initial PHA notifies the CHA that the family is in arrears or the family has refused to sign a repayment agreement, the CHA will terminate assistance to the family.

Required Documents

As a receiving PHA, the CHA will require the documents listed on the HUD Portability Billing Form from the initial PHA.

Billing Procedures

As a receiving PHA, the CHA will bill the initial PHA monthly for housing assistance payments. The billing cycle for other amounts, including administrative fees and special claims, will be monthly unless requested otherwise by the initial PHA.

The CHA will bill 100% of the housing assistance payment, 100% of special claims, and 80% of the administrative fee (at the initial PHA's rate) for each "portability" voucher Leased as of the first day of the month.

The CHA will notify the initial PHA of changes in subsidy amounts and will expect the initial PHA to notify the CHA of changes in the administrative fee amount to be billed.

Housing Occupancy Plan

CHAPTER 15-SECTION EIGHT CONTRACT TERMINATIONS

INTRODUCTION

The Housing Assistance Payments (HAP) contract is the contract between the owner and the CHA which defines the responsibilities of both parties. This chapter describes the circumstances under which the contract can be terminated by the CHA and the owner, and the policies and procedures for such terminations.

A. CONTRACT TERMINATION

The term of the HAP contract is the same as the term of the Lease. The contract between the owner and the CHA may be terminated by the CHA, or by the owner or tenant terminating the Lease.

No future subsidy payments on behalf of the family will be made by the CHA to the owner after the month in which the contract is terminated. The owner must reimburse the CHA for any subsidies paid by the CHA for any period after the contract termination date.

If the family continues to occupy the unit after the Section 8 contract is terminated, the family is responsible for the total amount of rent due to the owner. The owner will have no right to claim compensation from the CHA for vacancy loss under the provisions of certificate HAP contracts effective before October 2, 1995.

After a contract termination, if the family meets the criteria for a move with continued assistance, the family may Lease-up in another unit. The contract for the new unit may begin during the month in which the family moved from the old unit.

B. TERMINATION BY THE FAMILY: MOVES

Family termination of the Lease must be in accordance with the terms of the Lease. However, early termination of the Lease by the victim of domestic violence, dating violence, sexual abuse, or stalking shall be allowed as an early termination of the Lease in accordance with the provisions of North Carolina General Statutes 42-45.1 and 50B and 50C.

If the family is requesting to terminate the Lease under the Violence Against Women and Justice Department Reauthorization Act 2005 (VAWA) or there are circumstances beyond the control of the family which require a move as an accommodation for a family member with a disability or for other good cause the CHA will issue a voucher to transfer.

Housing Occupancy Plan

CHAPTER 15-SECTION EIGHT CONTRACT TERMINATIONS

When the family vacates the assisted unit, whether in accordance with the Lease or in violation of the Lease, the housing assistance payments under the terms of the Housing Assistance Payment contract will stop upon written notice from the CHA. **THE CHA UTILIZES FIRST CLASS MAILING VIA THE U.S. POSTAL SERVICE FOR DELIVERY OF MOST OUTGOING CORRESPONDENCE; DELIVERY OF THOSE ITEMS ARE NOT THE RESPONSIBILITY OF THE CHA.** Per the terms of the Housing Assistance Payment Contract “any notice by the CHA or owner in connection with the contract must be in writing”.

The CHA is not responsible for making further housing assistance payments to a prior owner/landlord for any month following the month the family vacates the assisted unit. As it relates to “Occupancy” of an assisted unit the CHA will determine occupancy based on the following factors:

1. The CHA notified the former owner/landlord, in writing, of the family’s intention to vacate the assisted unit.
2. The landlord/owner has not submitted a written reply to CHA disputing that the family has dully notified them of their intentions to vacate.
3. The CHA has received a request for tenancy and/or has entered into a housing assistance payment contract for a different assisted unit.
4. The CHA has made final payments to the former owner/landlord in accordance with the contract terms.

Unlawful possession of a non-assisted unit will be considered a Lease enforcement issue that the owner/landlord must resolve without the CHA’s involvement. In this case, the owner/landlord must take possession of their unit in accordance with the terms of their Lease or in accordance with the state and local laws that govern rental agreements / Leases.

C. TERMINATION OF TENANCY BY THE OWNER: EVICTIONS

If the owner wishes to terminate the Lease, the owner must provide proper notice as stated in the Lease.

During the term of the Lease, the owner may not terminate the tenancy except for the grounds stated in the HUD regulations.

During the term of the Lease the owner may only evict for:

Housing Occupancy Plan

CHAPTER 15-SECTION EIGHT CONTRACT TERMINATIONS

- Serious or repeated violations of the Lease, including but not limited to failure to pay rent or other amounts due under the Lease; failure to maintain the property; damage to the property; or repeated violation of the terms and conditions of the Lease. However, incidents of domestic violence, dating violence, sexual abuse, or stalking of a Participant or a member of Participant's family shall not constitute "serious or repeated" violations, and criminal activity directly relating to domestic violence, dating violence, sexual abuse, or stalking of a Participant or a member of Participant's family shall not be grounds for eviction.
- Violations of federal, state, or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises; criminal activity by the tenant, by any member of the Household, by a guest or another person under the tenant's control, that threatens the health, safety or right to peaceful enjoyment of the premises by the other Participants, or persons residing in the immediate vicinity of the premises; or any drug-related criminal activity on or near the premises.
- Other good cause. During the initial term of the Lease, the owner may not terminate the tenancy for "other good cause" unless the owner is terminating the tenancy because of something the family did or failed to do. (*See 24 CFR 982.310*)

When the family vacates the assisted unit as a result of a legal eviction by the owner/landlord (filing of eviction, summons, judgment for possession) the CHA will discontinue housing assistance payments upon written notice to the owner/landlord. THE CHA UTILIZES FIRST CLASS MAILING VIA THE U.S. POSTAL SERVICE FOR DELIVERY OF MOST OUTGOING CORRESPONDENCE. DELIVERY OF THOSE ITEMS IS NOT THE RESPONSIBILITY OF THE CHA. Per the terms of the Housing Assistance Payment Contract "any notice by the CHA or owner in connection with the contract must be in writing".

Evidence of Criminal Activity

The owner may terminate tenancy and evict an entire family by judicial action for criminal activity of a member of the family or guest of the family if the owner determines that they have engaged in the criminal activity:

- Regardless of arrest or conviction
- Without satisfying the standard of proof used for a criminal conviction

Housing Occupancy Plan

CHAPTER 15-SECTION EIGHT CONTRACT TERMINATIONS

Termination of Tenancy Decisions

If the law and regulation permit the owner to take an action but doesn't require action to be taken, the owner can decide whether or not to take the action. Relevant circumstances for consideration include:

- The seriousness of the offense
- The effect on the community
- The extent of participation by Household Members
- The effect on uninvolved Household Members
- The demand for assisted housing by families who will adhere to responsibilities
- The extent to which Leaseholder has shown personal responsibility and taken all reasonable steps to prevent or mitigate the offending action
- The effect on the integrity of the program

Exclusion of Culpable Household Member

The owner may require a tenant to exclude a Household member in order to continue to reside in the assisted unit.

Consideration of Rehabilitation

When determining whether to terminate the tenancy for illegal drug use or alcohol abuse, the owner may consider whether the member:

- Is no longer participating
- Has successfully completed a supervised drug or alcohol rehab program
- Has otherwise been successfully rehabilitated

The owner may require the tenant to submit evidence of any of the three (above).

Actions of termination by the owner must be consistent with the fair housing and equal opportunities as stated in 24 CFR 5.105.

Housing Occupancy Plan

CHAPTER 15-SECTION EIGHT CONTRACT TERMINATIONS

The owner must provide the tenant a written notice specifying the grounds for termination of tenancy, at or before the commencement of the eviction action. The notice may be included in, or may be combined with, any owner eviction notice to the tenant.

The owner eviction notice means a notice to vacate, or a complaint, or other initial pleading used under State or local law to commence an eviction action.

Housing assistance payments are paid to the owner under the terms of the HAP contract. If the owner has begun eviction and the family continues to reside in the unit, the CHA must continue to make housing assistance payments to the owner until the owner has obtained a court judgment or other process allowing the owner to evict the tenant.

The CHA will continue housing assistance payments until the family moves or is evicted from the unit.

If the action is finalized in court, the owner must provide the CHA with the documentation, including notice of the lock-out date.

The CHA must continue making housing assistance payments to the owner in accordance with the contract as long as the tenant continues to occupy the unit and the contract is not violated. By endorsing the monthly check from the CHA, the owner certifies that the tenant is still in the unit, the rent is reasonable and she or he is in compliance with the contract.

If an eviction is not due to a serious or repeated violation of the Lease, and if the CHA has no other grounds for termination of assistance, the CHA may issue a new voucher so that the family can move with continued assistance.

D. TERMINATION OF THE CONTRACT BY CHA

The term of the HAP contract terminates when the Lease terminates, when the CHA terminates program assistance for the family, and when the owner has breached the HAP contract. (See "Owner Disapproval and Restriction" chapter)

The CHA may also terminate the contract if:

- The CHA terminates assistance to the family.
- The family is required to move from a unit when the subsidy is too big for the family or the unit does not meet the HQS space standards because of an increase in family size or a change in family composition.

Housing Occupancy Plan

CHAPTER 15-SECTION EIGHT CONTRACT TERMINATIONS

- The family is required to move from a unit when the unit does not meet HQS due to landlord failure to correct landlord noted HQS deficiencies within CHA timeframes.
- The family vacates the assisted unit with or without proper notice per the Lease.
- Funding is no longer available under the ACC.

The contract terminates automatically if one hundred eighty (180) days have passed since the last housing assistance payment to the owner.

Notice of Termination

When the CHA terminates the HAP contract under the violation of HQS space standards, the CHA will provide the owner and family with written notice of the CHA's intent to terminate the contract. The CHA will issue the family a Voucher. The HAP contract between the CHA and the owner will terminate, with thirty (30) day notice to the landlord, once the CHA has executed a HAP contract for the family elsewhere or the Voucher has expired.

INTRODUCTION

The CHA may deny or terminate assistance for a family because of the family's action or failure to act. The CHA will provide families with a written description of the family obligations under the program, the grounds under which the CHA can deny or terminate assistance, and the CHA's informal hearing procedures. This chapter describes when the CHA is required to deny or terminate assistance, and the CHA's policies for the denial of a new commitment of assistance and the grounds for termination of assistance under an outstanding HAP contract.

GROUNDINGS FOR DENIAL/TERMINATION

If denial or termination is based upon behavior resulting from a disability, the CHA will delay the denial or termination in order to determine if there is an accommodation that would negate the behavior resulting from the disability.

Form of Denial/Termination

Denial of assistance for an applicant may include any or all of the following:

- Denial for placement on the CHA waiting list
- Denying or withdrawing a voucher
- Refusing to enter into a HAP contract or approve a tenancy
- Refusing to process or provide assistance under portability procedures

Termination of assistance for a Participant may include any or all of the following:

- Refusing to enter into a HAP contract or approve a tenancy
- Terminating housing assistance payments under an outstanding HAP contract
- Refusing to process or provide assistance under portability procedures

Housing Occupancy Plan

CHAPTER 16-DENIAL OR TERMINATION OF ASSISTANCE

Mandatory Denial and Termination

The CHA must deny assistance to applicants, and terminate assistance for Participants if the family is under contract and one hundred eighty (180) days have elapsed since the CHA's last housing assistance payment was made. **(See Chapter 15 of this plan)**

The CHA must permanently deny assistance to applicants, and terminate the assistance of persons convicted of manufacturing or producing methamphetamine on the premises of federally assisted housing.

The CHA must deny admission to the program for applicants, and terminate assistance for program Participants if the CHA determines that any Household member is currently engaging in illegal use of a drug.

The CHA must deny admission to the program for applicants, and terminate assistance for program Participants if the CHA determines that it has reasonable cause to believe that a Household member's illegal drug use or a pattern of illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other Participants.

The CHA must deny admission to an applicant if the CHA determines that any member of the Household is subject to a lifetime registration requirement under a State sex offender registration program. See section B of this chapter for the CHA's established standards regarding criminal background investigation and determining whether a member of the Household is subject to a lifetime registration requirement under a State sex offender registration program.

The CHA must terminate program assistance for a family evicted from housing assisted under the program for serious violation of the Lease, which include but are not limited to, the failure to pay rent and/or damaging the rental property beyond normal wear and tear.

The CHA must deny admission to the program for an applicant or terminate program assistance for a Participant if any member of the family fails to sign and submit consent forms for obtaining information in accordance with Part 5, Subparts B and F.

The CHA must deny admission or terminate assistance when required under the regulations to establish citizenship or eligible immigration status.

Housing Occupancy Plan

CHAPTER 16-DENIAL OR TERMINATION OF ASSISTANCE

A. Grounds for Denial or Termination of Assistance

The CHA may deny program assistance for an applicant, or terminate program assistance for a Participant, for any of the following reasons:

- If any family member or guest violates any family obligation under the program as listed in 24 CFR 982.551 or the CHA Lease.
- If any family member or guest has violated the family obligation under 24 CFR 982.551 or the CHA Lease not to engage in any drug-related criminal activity.
- If any family member or guest has violated the family obligation under 24 CFR 982.551 or the CHA Lease not to engage in any violent criminal activity.
- Any member of the family has been evicted from federally assisted housing in the last seven (7) years.
- If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
- The family currently owes rent or other amounts to the CHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.
- The family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the Lease.
- The CHA may at its discretion offer the family the opportunity to enter into a repayment agreement. The CHA will prescribe the terms of the agreement.
- The family or guest has engaged in or threatened abusive or violent behavior toward CHA personnel.
- Abusive or violent behavior towards CHA personnel" includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial.
- Threatening refers to oral or written threats or physical gestures that communicate an intent to abuse or commit violence.
- Actual physical abuse or violence will always be cause for termination.

Housing Occupancy Plan

CHAPTER 16-DENIAL OR TERMINATION OF ASSISTANCE

- If any member of the family or guest engages in, or has engaged in drug or alcohol abuse that interferes with the health, safety or peaceful enjoyment of other Participants.
- For Participants in the Tenant Based Section 8 Program, If any member of the family engages in drug-related criminal activity, or violent criminal activity, or other criminal activity as specified in 24 C.F.R. § 5.855.
- For other CHA participants, If any member of the family, guest, or anyone else under the resident's control engages in drug-related criminal activity, or violent criminal activity, or other criminal activity as specified in 24 C.F.R. § 5.855 and /or 24C.F.R. § 960.4. The family has failed to meet the CHA established minimum number or work hours as described in Chapter 6 of this plan.
- The family, after CHA has scheduled (2) appointments, has failed to attend a voucher briefing session or other CHA required training session without good cause.
- The family, after CHA has scheduled (2) appointments, has failed to attend at least (1) mandatory "Occupancy Training" session without good cause.
- The family has failed to pay to the owner the CHA established minimum rents if the family is a "zero income" family receiving no earned wages, public assistance, or any financial assistance from any source.

Refer to (**See "Other Criteria for Admission" in Chapter 2 of this plan**) for further information.

B. SCREENING AND TERMINATION FOR DRUG ABUSE / CRIMINAL ACTS

Purpose

All federally assisted housing is intended to provide a place to live and raise families, not a place to commit crime, to use or sell drugs or terrorize neighbors. It is the intention of the CHA to fully endorse and implement a policy designed to:

- Help create and maintain a safe and drug-free community
- Keep our program Participants free from threats to their personal and family safety

Housing Occupancy Plan

CHAPTER 16-DENIAL OR TERMINATION OF ASSISTANCE

Administration

All screening and termination of assistance procedures shall be administered fairly and in such a way as not to violate rights to privacy or discriminate on the basis of race, color, nationality, religion, familial status, disability, sex or other legally protected groups.

Screening of Applicants

In an effort to prevent future drug related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or right to peaceful enjoyment of the premises by other Participants, and as required by 24 CFR 982, Subpart L and CFR Part 5, Subpart J, the CHA will endeavor to screen applicants as thoroughly and fairly as possible.

Such screening will apply to any member of the Household who is sixteen (16) years of age or older.

Standard for Violation

The CHA will deny participation in the program to applicants and terminate assistance to Participants in cases where the CHA determines there is reasonable cause to believe that a Household member is illegally using a drug or if the person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other Participants, including cases where the CHA determines that there is a pattern of illegal use of a drug or a pattern of alcohol abuse.

"Engaged in or engaging in" violent criminal activity means any act within the past 7 years by an applicant or Participant or Household member which involved criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage, which did or did not result in the arrest and/or conviction of the applicant, Participant, or Household member.

Drug Related Criminal Activity, Violent Criminal Activity and Other Criminal Activity

Ineligibility for admission if Evicted for Criminal Activity: Persons evicted from federally assisted housing because of drug-related criminal activity, or violent criminal activity or other criminal activity as specified in 24 CFR § 5.855 are

Housing Occupancy Plan

CHAPTER 16-DENIAL OR TERMINATION OF ASSISTANCE

ineligible for admission to the housing programs for a seven (7) year period beginning on the date of such eviction.

The CHA will deny admission if any member of the Household is subject to a lifetime registration requirement under a State sex offender registration program. In screening applicants, the CHA will perform criminal history background checks to determine whether any Household member is subject to a lifetime sex offender registration requirement.

Termination of Assistance for Drug-related Criminal Activity or Violent Criminal Activity

Under the family obligations listed at 24 CFR 982.551 or the CHA Lease, the members of the Household must not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other Participants and persons residing in the immediate vicinity of the premises. HUD regulations at 24 CFR 982.553(b) and the CHA Lease requires the CHA to establish standards for termination of assistance when this family obligation is violated. The CHA has established the following standards for termination of assistance for the family when a Household member has violated the family obligation to refrain from participating in drug-related or violent criminal activity.

Assistance will be terminated for Participants who have been:

- Convicted, arrested and/or evicted from a unit assisted under any Federal housing program for drug-related or violent criminal activity during participation in the program
- Terminating Assistance for Alcohol Abuse by Household Members

Under the family obligations listed at 24 CFR 982.551 or the CHA Lease, the members of the Household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other Participants and persons residing in the immediate vicinity of the premises. Assistance will be terminated due to violation of a family obligation if the CHA determines that a member of the Household has demonstrated a pattern of alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other Participants and persons residing in the immediate vicinity of the premises.

Housing Occupancy Plan

CHAPTER 16-DENIAL OR TERMINATION OF ASSISTANCE

Notice of Termination of Assistance

In any case where the CHA decides to terminate assistance to the family, the CHA must give the family at least thirty (30) days written notice which states:

- The reason(s) for the proposed termination,
- The effective date of the proposed termination,
- The family's right, if they disagree, to request an Informal Hearing to be held before termination of assistance.
- The date by which a request for an informal hearing must be received by the CHA.

If the family vacates the unit without properly notifying the CHA the family waives it's right to a thirty (30) written notice.

The CHA may propose to terminate assistance for criminal activity as shown by a criminal report.

The CHA will simultaneously provide written notice of the contract termination to the owner so that it will coincide with the Termination of Assistance. The Notice to the owner will not include any details regarding the reason for termination of assistance.

Required Evidence

- *Preponderance of evidence*: is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.
- *Credible evidence*: may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants.

Notwithstanding the above, evidence that a Participant is a victim of domestic violence, dating violence, sexual abuse, or stalking shall not be considered as a factor to deny participation in the Program nor shall such evidence be considered a program violation so as to require termination of housing assistance.

Housing Occupancy Plan

CHAPTER 16-DENIAL OR TERMINATION OF ASSISTANCE

Confidentiality of Criminal Records

The CHA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

C. FAMILY OBLIGATIONS

- The family must supply any information that the CHA or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status (as provided by 24 CFR 982.551 or CHA Lease). "Information" includes any requested certification, release or other documentation.
- The family must supply any information requested by the CHA or HUD for use in a regularly scheduled recertification or interim recertification of family income and composition in accordance with HUD requirements.
- The family must report any and all changes to income or family composition to the CHA, in writing, within ten (10) calendar days.
- The family must disclose and verify Social Security Numbers (as provided by 24 CFR 5.216) and must sign and submit consent forms for obtaining information in accordance with 24 CFR 5.230.
- All information supplied by the family must be true and complete. The family is responsible for an HQS breach caused by the family as described in 982.404(b).
- The family must allow the CHA to re-inspect the unit during hours of operation, and after providing the family and landlord with between twelve (12) and forty-eight (48) hour notification.
- The family may not commit any serious or repeated violations of the Lease.
- The family must notify the owner in accordance with the Lease provision(s) and, at the same time, notify the CHA before the family moves out of the unit or terminates the Lease upon notice to the owner.
- The family must promptly give the CHA a copy of any owner eviction notice.
- The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
- The composition of the assisted family residing in the unit must be approved by the CHA. The family must inform the CHA of the birth, adoption or court-awarded custody of a child within ten (10) days. All required documentation (birth certificate, social security card, etc) shall be provided within 120 days of

Housing Occupancy Plan

CHAPTER 16-DENIAL OR TERMINATION OF ASSISTANCE

birth, adoption or court-awarded custody. The family must request CHA approval to add any other family member as an occupant of the unit prior to adding the individual(s) to the Household.

- The family must notify the CHA if any family member no longer resides in the unit within ten (10) days of the individual(s) leaving the unit.
- If the CHA has given approval, a foster child or a live-in aide may reside in the unit. If the family does not request approval or CHA approval is denied, the family may not allow a foster child or live-in aide to reside with the assisted family.
- Members of the Household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as a residence by members of the family.
- The family must not sublease or sublet the unit.
- The family must not assign the Lease or transfer the unit.
- The family must supply any information or certification requested by the CHA to verify that the family is living in the unit, or relating to family absence from the unit, including any CHA-requested information or certification on the purposes of family absences. The family must cooperate with the CHA for this purpose. The family must promptly notify the CHA in writing, prior to being absent from the unit for more than thirty (30) days.
- Maintain satisfactory attendance for all school aged children
- Attend any CHA required training sessions
- Satisfy the CHA's minimum work and / or training requirements per CHA policy.
- The family must not own or have any interest in the unit.
- The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.
- The Household Members may not engage in drug-related criminal activity or violent criminal activity or any other criminal activity that threatens the health, safety or right to peaceful enjoyment of other Participants and persons residing in the immediate vicinity of the premises.
- The members of the Household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other Participants and persons residing in the immediate vicinity of the premises.

Housing Occupancy Plan

CHAPTER 16-DENIAL OR TERMINATION OF ASSISTANCE

- An assisted family, or members of the family, may not receive Section 8 tenant-based assistance or public housing assistance while receiving another housing subsidy, for the same unit or for a different unit, under any other (as determined by HUD or in accordance with HUD requirements) federal, State or local housing assistance program.
- As an applicant for Section 8 housing assistance, or as a participant, in the Section 8 Program of the Housing Authority of the City of Charlotte, N.C. (CHA), you are obligated to have utilities in your name at all times while you are a participant in the program. Therefore, you must establish and maintain active utility accounts in your name while living in an assisted unit. Your failure to have the ability to establish (if applicant) and/or maintain (if participant) active accounts in your name can result in the denial of, or termination of, Section 8 housing assistance. If we should discover that any utility account is inactive at any time during your participation in the CHA Section 8 Program, you may be terminated from the Section 8 Program.

Housing CHA Discretion

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, the CHA has discretion to consider all of the circumstances in each case, including the seriousness of the case. The CHA will use its discretion in reviewing the extent of participation or culpability of individual family members and the length of time since the violation occurred. The CHA may also review the family's more recent history and record of compliance and the effects that denial or termination of assistance may have on other family members who were not involved in the action or failure to act.

Enforcing Family Obligations

Explanations and Terms

Promptly

When used with the family obligations, promptly always means "within ten (10) days." Denial or termination of assistance is always optional except where this Plan or the regulations state otherwise.

HQS Breach

The CHA inspector conducting the inspection will determine if an HQS breach is present (as identified in 24 CFR 982.404).

Housing Occupancy Plan

CHAPTER 16-DENIAL OR TERMINATION OF ASSISTANCE

Lease Violations

The following criteria will be used to decide if a serious or repeated violation of the Lease will result in termination of assistance:

- If the owner terminates tenancy through court action for serious or repeated violation of the Lease.
- If the owner notifies the family of termination of tenancy assistance for serious or repeated Lease violations, and the family moves from the unit prior to the completion of court action, and the CHA determines that the cause is a serious or repeated violation of the Lease based on available evidence. *(Applies to HVC participants)*
- If there are police reports, neighborhood complaints or other third party information, that has been verified by the CHA.
- Nonpayment of rent and damage to the property are considered serious violations of the Lease.

Notification of Eviction

If the family requests assistance to move and they did not notify the CHA of an eviction within ten (10) days of receiving the Notice of Lease Termination, the move will be denied.

Proposed Additions to the Family

The CHA will deny a family's request to add additional family members who are:

- Persons who have been evicted from public housing.
- Persons who have previously violated a family obligation listed in 24 CFR 982.51 or CHA Lease of the HUD regulations.
- Persons who have been part of a family whose assistance has been terminated under the Certificate or Voucher or public housing program.
- Persons who commit drug-related criminal activity or violent criminal activity.
- Persons who do not meet the CHA's definition of family.
- Persons who commit fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.

Housing Occupancy Plan

CHAPTER 16-DENIAL OR TERMINATION OF ASSISTANCE

- Persons who currently owe rent or other amounts to the CHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.
- Persons who have engaged in or threatened abusive or violent behavior toward CHA personnel.

Family Member Moves Out

Families are required to notify the CHA within ten (10) days, in writing, if any family member leaves the assisted Household. When the family notifies the CHA, they must furnish the following information:

- The date the family member moved out.
- The new address, if known, of the family member.
- A statement as to whether the family member is temporarily or permanently absent.

Limitation on Profit-Making Activity in Unit

If the business activity area results in the inability of the family to use any of the critical living areas, such as a bedroom utilized for a business which is not available for sleeping, it will be considered a violation.

If the CHA determines that the use of the unit as a business is not incidental to its use as a dwelling unit, it will be considered a program violation.

If the CHA determines the business is not legal, it will be considered a program violation. If the CHA determines the business interferes with health, safety, or rights to peaceful enjoyment of other Participants in the vicinity, it will be considered a program violation.

Interest in Unit

The owner may not reside in the assisted unit regardless of whether she or he is a member of the assisted family.

Fraud

In each case, the CHA will consider which family members were involved, the circumstances, and any hardship that might be caused to innocent members.

Housing Occupancy Plan

CHAPTER 16-DENIAL OR TERMINATION OF ASSISTANCE

D. PROCEDURES FOR NON-CITIZENS

Denial or Termination due to Ineligible Immigrant Status

Applicant or Participant families in which all members are neither U.S. citizens nor eligible immigrants are not eligible for assistance and must have their assistance terminated. The CHA must offer the family an opportunity for a hearing.

Assistance may not be terminated while verification of the Participant family's eligible immigration status is pending.

False or Incomplete Information

When the CHA has clear, concrete or substantial documentation (such as a permanent Participant card or information from another agency) that contradicts the declaration of citizenship made by an applicant or Participant, an investigation will be conducted and the individual will be given an opportunity to present relevant information.

The CHA will deny or terminate assistance based on the submission of false information or misrepresentation.

Procedure for Denial or Termination

If the family (or any member) claimed eligible immigrant status and the INS primary and secondary verifications failed to document the status, the family may make an appeal to the INS and request a hearing with the CHA either after the INS appeal or in lieu of the INS appeal.

After the CHA has made a determination of ineligibility, the family will be notified of the determination and the reasons and informed of the option for prorated assistance (if applicable).

E. SECTION EIGHT ZERO (\$0) ASSISTANCE TENANCIES HAP CONTRACTS ON OR AFTER 10/2/95

The family may remain in the unit at zero dollar (\$0) assistance for up to one hundred eighty (180) days after the last HAP payment. If the family is still in the unit after one hundred eighty (180) days, the assistance will be terminated. If, within the one hundred eighty (180) day timeframe, an owner's rent increases or a decreases and the Total Tenant Payment causes the family to be eligible for a housing assistance payment, the CHA will resume assistance payments for the family.

Housing Occupancy Plan

CHAPTER 16-DENIAL OR TERMINATION OF ASSISTANCE

In order for a family to move to another unit during the one hundred eighty (180) days, the rent for the new unit would have to be high enough to necessitate a housing assistance payment.

F. OPTION NOT TO TERMINATE FOR MISREPRESENTATION

If the family has misrepresented any facts that caused the CHA to overpay assistance, the CHA may choose not to terminate and may offer to continue assistance provided that the family executes a Repayment Agreement and makes payments in accordance with the agreement.

G. MISREPRESENTATION IN COLLUSION WITH OWNER

If the family intentionally, willingly, and knowingly commits fraud or is involved in any other illegal scheme with the owner, the CHA will deny or terminate assistance.

H. MISSED APPOINTMENTS AND DEADLINES

It is a family obligation to supply information, documentation, and certification as needed for the CHA to fulfill its responsibilities. The CHA schedules appointments and sets deadlines in order to obtain the required information. The obligations also require that the family allow the CHA to inspect the unit, and appointments are made for this purpose.

An applicant or Participant who fails to keep an appointment, or to supply information required by a deadline without notifying the CHA, may be sent a Notice of Denial or Termination of Assistance for failure to provide required information, or for failure to allow the CHA to inspect the unit.

The family will be given information about the requirement to keep appointments and the number of times appointments will be rescheduled, as specified in this Plan.

Appointments will be scheduled and time requirements will be imposed for the following events and circumstances:

- Eligibility for Admissions
- Verification Procedures
- Certificate/Voucher Issuance and Briefings (Section 8 Only)
- Housing Quality Standards and Inspections
- Recertification
- Appeals
- Occupancy Training

Housing Occupancy Plan

CHAPTER 16-DENIAL OR TERMINATION OF ASSISTANCE

Acceptable reasons for missing appointments or failing to provide information by deadlines are:

- Medical emergency
- Family emergency

Procedure when Appointments are Missed or Information Not Provided

For most purposes in this plan, the family will be given two (2) opportunities before being issued a notice of termination or denial for breach of a family obligation.

The family may correct the breach prior to the effective date of the termination notice.

I. ENDING THE LEASE (Public Housing Only)

- 1) The Participant may end the Lease. The Participant may end the Lease during the Lease period by giving the CHA written notice of their intent to vacate at least thirty (30) days prior to the date he/she expects to move. If the Participant elects to not renew the Lease at the end of the current Lease term, the Participant must also give the CHA a written thirty (30) day notice. The notice shall contain a forwarding address and shall be given to the manager in the development. The manager or other authorized CHA representative will schedule a move out inspection of the unit for the day the Participant intends to move. Both the manager and the Participant shall inspect the Unit together and note any discrepancies or damages found during this inspection. The manager or other authorized CHA representative shall give the Participant a copy of the inspection form listing any damages or potential charges. If the Participant agrees with the list, the Participant shall sign the list and turn the keys in to the manager. If the Participant does not agree with the list of damages, the Participant will turn the keys in to the manager, but may submit his or her own list telling which items they dispute and why. The Participant shall sign the alternate list and give it to the manager. This list will be kept with the manager's inspection list and shall be referred to in determining the final charges to the Participant's account.

If the Participant moves without notifying the CHA, the manager shall inspect the apartment without the Participant being present. The manager shall make a list of damages, including the cost of cleaning the Unit.

Housing Occupancy Plan

CHAPTER 16-DENIAL OR TERMINATION OF ASSISTANCE

Once the manager has inspected the Unit the manager shall calculate the cost to repair any damages caused by the Participant, Members of the Participant's Household, or guests. In calculating repair charges, the manager shall take into account normal wear and tear and shall prorate any replacement costs based on life expectancy of fixtures or furnishings. The CHA will bill the Participant for any damages and other charges owed, including past due rent and sundry charges. Any unpaid balance will remain on the books and must be paid before the Participant or a Household Member is readmitted to public housing or admitted to any other housing program managed by the CHA.

In accordance with state and federal laws that protect victims of domestic violence, dating violence, sexual assault, or stalking, a protected Participant who is subject to the terms of a year-to-year Lease for any property owned or managed by the CHA, may terminate his or her rental agreement prior to the current termination date by providing the CHA with a written notice of termination. The notice to terminate must be accompanied by either: a copy of a valid order of protection by a court pursuant to Chapter 50B or 50C of the North Carolina General Statutes (except for an ex parte Order); a criminal order that restrains a person from contact with the protected Participant; or a valid Address Confidentiality Program card issued pursuant to North Carolina statute 15C-4 to a victim or minor member of the Participant's Household. Also, the victim must submit a Safety Plan with the notice to terminate. The Safety Plan must: be dated during the term of the Lease that is to be terminated; be provided by a domestic violence or sexual assault program which substantially complies with the requirements of North Carolina statute 50B-9; and recommend relocation of the protected tenant.

Upon termination of the rental agreement for domestic violence, etc. the Participant being released will no longer be liable for rent due under the rental agreement prorated to the effective date of the termination and payable at the time that it normally would have been required to have been paid. However, no fees or any other rent shall be charged to the Participant that is attributed solely to the early termination of the Lease. If the Participant terminates the Lease prior to occupancy, no damages or penalties shall be assessed for failure to occupy the premises.

Even though the protected Participant may be released from a Lease pursuant to state and federal laws that protect the Participant, any remaining members of the family shall continue under the terms of the current Lease. Any perpetrator of domestic violence, dating violence, stalking, or sexual abuse who has been excluded from being a member of the Household shall remain liable for rent or damages owed.

Housing Occupancy Plan

CHAPTER 16-DENIAL OR TERMINATION OF ASSISTANCE

- 2) The CHA may end the Lease. The CHA may end the Lease for good cause. This means that the Participant must violate the terms of the Lease in some manner. The most common way in which Participants will violate the terms of the Lease is by not paying their rent when it is due. Failure to pay rent and sundry charges prior to the expiration of the required 14-day notice shall also be grounds for the CHA to terminate the Lease and require the Participant to relinquish occupancy of the Unit.

There are other administrative grounds for ending a Participant's Lease. These include failure to appear for the Annual Recertification or to supply necessary information or authorizations to verify family income (if appropriate) and/or composition. They also include permitting someone other than a guest (in accordance with the provisions of the Lease), to stay in the Dwelling Unit without authorization by the CHA or for failing to report income to the CHA.

Most reasons for ending the Lease generally involve some serious or repeated violations by the Participant or a member of Participant's Household of the terms of the Dwelling Lease, including policies and regulations which have been approved by the CHA's Board of Commissioners. Typical violations which may bring about termination of the Lease include serious criminal activities on or off CHA property, threats to the life or well-being of staff or Participants, the possession of controlled substances (including drug paraphernalia) on or off, CHA property, possession with intent to sell and deliver controlled substances on or off CHA property, possession of stolen property, carrying a dangerous weapon on CHA property, serious or repeated damage to property owned or managed by the CHA, and other actions which disturb, threaten or cause harm to CHA property, Participants or guests.

The CHA will provide written notice to the Participant whenever termination of the Dwelling Lease is proposed. The notice will state the grounds for the termination of the Lease and that the Participant has the right to examine copies of documents directly relevant to the termination of their Lease. Such notices are:

- a) Three-day Notice whenever violations of the Lease pose a serious threat to the health and safety of other Participants or CHA employees, including serious criminal activity [24 CFR Sec. 966.51(a)(2)(i)(A)], such as threatened or actual physical violence against staff or Participants, violations of the dangerous weapons policy, arson and possession or possession with intent to sell, sale, manufacture, delivery or trafficking in controlled substances while on or near CHA property [Sec. 966.51(a)(2)(i)(B)]. There is no right to a grievance hearing in these instances;

Housing Occupancy Plan

CHAPTER 16-DENIAL OR TERMINATION OF ASSISTANCE

- b) 14-Day Notice with the right to a hearing in the case of failure to pay rent or other charges due to the CHA; and,
- c) 30-Day Notice of intent to vacate or non-Lease removal.

Notices of Lease termination may be given on any day of the month and shall state the reasons for the termination. The notice shall inform the Participant of their right to review copies of documents relevant to the Lease termination prior to any hearing or judicial proceeding. The notice shall inform the Participant of their right to a hearing, if applicable, in accordance with the Grievance Policy attached at Appendix B. Exceptions to the right to a grievance hearing are indicated above; evictions under this exception must state whether the eviction is for criminal activity or drug-related criminal activity in the notice. Whether or not a Participant is entitled to a Grievance Hearing, he or she will always have a right to a civil court proceeding where he or she will be given an opportunity to present a defense and a magistrate or judge will decide on the CHA's right to end the Lease [CFR Sec.966.4(l)(5)(i)].

In the case of evictions for drug-related criminal activities, the Notice of Lease Termination shall state that the Participant and all Members of the Household shall be banned from all property owned or managed by the CHA once the Lease termination takes effect. The Notice shall also state that the manager will notify the Post Office that the Participant and other Household Members are no longer at the address. If a Household member is removed from a Lease due to drug-related criminal activities, the Manager will notify the Post Office that the person is no longer residing at that address. These actions are required by law and serve the purpose of removing any reason that the family or family members would have to return to CHA property.

To fulfill the obligation set forth in the notice that the Participant has the right to examine those documents directly relevant to the eviction, the CHA representative handling the Lease termination shall remove all documents to be used in support of the Lease termination from the Participant's File and shall keep them in a separate folder. Copies of these documents shall be made available upon request by the Participant or their legal representative. If the Participant fails to request the documents prior to a hearing or court appearance, a copy of the documents shall be presented to the Participant at the time of the hearing.

Notwithstanding the above, and pursuant to state and federal laws that protect victims of domestic violence (DV), and any incidents of domestic violence shall not constitute a "serious or repeated" violation of the Lease, and any criminal activity

Housing Occupancy Plan

CHAPTER 16-DENIAL OR TERMINATION OF ASSISTANCE

directly relating to DV shall not be grounds for termination of the Lease and eviction of entire the family. While a transfer of a victim of DV, dating violence, sexual assault, and stalking may be granted upon a request for transfer by the victim. Transfer requests will be granted on a case by case basis.

J. GRIEVANCE PROCEDURES

Participants have a right to a hearing under the CHA's Grievance Policy concerning any proposed adverse action against them, except in the case of Lease termination for drug-related or criminal activities. Adverse actions include Lease terminations, proposed transfers, charges for maintenance and repair, excess utilities, and predetermination for Income-Based Rent. A copy of the grievance procedures is attached in Appendix C.

K. PROVISIONS FOR MODIFICATION

Changes or modifications to the Dwelling Lease may be made by the CHA to keep the Lease current with the regulations, orders, or ordinances of any governmental agency having jurisdiction or affecting the health, safety, and welfare of Participants. The Lease may be modified in other circumstances only by written amendment, addendum, or rider between the CHA and the Participant.

Should any part of the Lease be found by a court to be illegal or unenforceable for any reason, the remaining parts of the Lease shall not be affected. All rights and obligations of the parties under the Lease shall be enforced as if the Lease did not contain the particular part, term or provision which was found to be unenforceable.

L. SIGNAGE CLAUSES

All Leases must be signed and dated by the Participant and a CHA official. A copy of the Dwelling Lease shall be furnished to the Participant on the day it is signed and shall be the contract between the Participant and the CHA as long as it is in effect. The Participant should not sign the Lease unless the CHA has gone over the Lease with him or her and he or she understands all of the Lease. By signing the Lease, the Participant states that he/she has reviewed the Lease and agrees to abide by the provisions of the Lease.

M. ADDITIONAL POLICIES AND REGULATIONS

It is impossible for the CHA to include all rules and regulations within the Lease or any other single document. For this reason, therefore, the Lease incorporates other policies and regulations by reference. The additional policies and regulations which

Housing Occupancy Plan

CHAPTER 16-DENIAL OR TERMINATION OF ASSISTANCE

have already been acted upon by the CHA are attached as references to this Policy. As other policies and regulations are formulated and approved by the Board of Commissioners upon advice from the Participants' Advisory Council, those policies and regulations shall be attached to this document without causing the entire document to be revised or modified.

N. Community Based Rental Assistance Termination

Termination by CHA

The HAP contract must provide that the term of the CHA's contractual commitment is subject to the availability of sufficient funding as determined by HUD or by the CHA in accordance with HUD instructions. For these purposes, sufficient funding means the availability of appropriations, and of funding under the ACC from such appropriations, to make full payment on housing assistance payments payable to the owner for any contract year in accordance with the terms of the HAP contract.

If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the CHA may terminate the HAP contract by notice to the owner. The termination must be implemented in accordance with HUD instructions.

Termination by Owner

If in accordance with program requirements the amount of rent to an owner for any contract unit that is reduced below the amount of the rent to owner at the beginning of the HAP contract term, the owner may terminate the HAP contract by giving notice to the CHA. In this case, families living in the contract units must be offered tenant-based assistance.

Housing Occupancy Plan

CHAPTER 17 – SECTION EIGHT OWNER DISAPPROVAL AND RESTRICTION

INTRODUCTION

It is the policy of the CHA to recruit owners to participate in the Voucher program. The CHA will provide owners with prompt and professional service in order to maintain an adequate supply of available housing throughout the jurisdiction of the CHA. The regulations define when the CHA must not allow an owner participation in the program, and they provide the CHA discretion to disapprove or otherwise restrict the participation of owners in certain categories. This Chapter describes the criteria for owner disapproval, and the various penalties for owner violations.

A. DISAPPROVAL OF OWNER

The owner does not have a right to participate in the program. For purposes of this section, "owner" includes a principal or other interested party.

In cases where an employee, contractor, subcontractor, or agent of the CHA is also an owner, the CHA may adopt to resolve this conflict of interest by transferring such cases to a neighboring housing authority. The family is essentially treated like a "port-out", and the neighboring housing authority agrees to assume responsibility for administering the subsidy.

The CHA will disapprove the owner for the following reasons:

- Failure to enforce the terms of the Lease.
- Violations of obligations under one or more HAP contracts under the housing choice voucher program or the Section 8 project-based programs;
- Acts of fraud, bribery or any other corrupt or criminal act;
- Participation in any drug-related criminal activity or any violent criminal activity;
- Current or previous practice of non-compliance with HQS or state and local housing codes in housing choice voucher program units or with applicable housing standards for units Leased under any other federal housing program;
- Current or prior history of refusing to evict housing choice voucher program or other assisted housing tenants for activity by the tenant, any member of the Household, guest, or another person under the control of any member of the Household that:

Housing Occupancy Plan

CHAPTER 17 – SECTION EIGHT OWNER DISAPPROVAL AND RESTRICTION

- Threatens the right to peaceful enjoyment of the premises by the other Participants;
 - Threatens the health or safety of Participants, CHA employees, or owner employees;
 - Threatens the health or safety of neighbors or the neighbors' rights to peaceful enjoyment of their residence; or
 - Engages in drug related criminal activity or violent criminal activity;
 - Failure to pay state or local real estate taxes, fines, or assessments.
 - Failure to pay mortgage
 - Failure to satisfy CHA required registration
- HUD has informed the CHA that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR Part 24.
 - HUD has informed the CHA that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.
 - HUD has informed the CHA that a court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.
 - Unless their Lease was effective prior to June 17, 1998, the owner may not be a parent, child, grandparent, grandchild, sister or brother of any family member. The CHA will waive this restriction as a reasonable accommodation for a family member who is a person with a disability.

In cases where the owner and tenant bare the same last name, the CHA may, at its discretion, require the family and or owner to certify whether they are related to each other in any way.

B. OWNER RESTRICTIONS AND PENALTIES

If an owner has committed fraud, abuse, or is guilty of frequent or serious contract violations, the CHA will restrict the owner from future participation in the program for a period of time commensurate with the seriousness of the offense. The CHA may also terminate some or all contracts with the owner.

Housing Occupancy Plan

CHAPTER 17 – SECTION EIGHT OWNER DISAPPROVAL AND RESTRICTION

Before imposing any penalty against an owner the CHA will review all relevant factors pertaining to the case, and will consider such factors as the owner's record of compliance and the number of violations.

C. CHANGE IN OWNERSHIP

A change in ownership does require execution of a new Lease and execution of a new HAP contract.

D. REGISTRATION REQUIREMENT

The CHA will disapprove the owner for the following reasons:

- Failure to submit a completed landlord registration package for each unit that the CHA has received a RFTA for. A completed landlord registration package must be received by the CHA within the timeframes specified by CHA. Failure to submit a completed landlord registration package within the timeframe specified will result in disapproval of the owner/landlord participation in the CHA Section Eight program.

Housing Occupancy Plan

CHAPTER 18 – COMMUNITY BASED RENTAL ASSISTANCE PROGRAMS

PART I: GENERAL REQUIREMENTS

INTRODUCTION

The Community Based Rental Assistance Program (CBRA) formally known as the Housing Choice Project-Based Voucher (PBV) Program, is an optional component of the Housing Choice Program whereby CHA may choose to provide subsidy to selected properties. Unlike tenant based vouchers which are portable, the Community Based Rental Assistance remains with the property and is only available to the tenant if residing in the designated property. Participating properties enter into a Housing Assistance Payments (HAP) contract with the CHA to receive payments for a pre-determined number of units. Within the designated property receiving Community Based Rental Assistance, the vouchers may “float” among the units at the property with the same bedroom size and rent level with pre-approval of the CHA.

The goal of CBR assistance is to de-concentrate poverty and expand housing and economic opportunities. The CHA allows CBR assistance to be attached to existing, newly constructed, rehabilitated housing or acquisitions.

Note: Except as otherwise noted in this chapter, or unless specifically prohibited by CBR program regulations, the CHA policies for the tenant-based voucher program contained in this plan also applies to the CBR program and its participants.

PART II: PROJECT-BASED LANDLORD/OWNER PROPOSAL

OVERVIEW

In accordance with the CHA’s Moving To Work (“MTW”) Agreement and 2008-9 MTW Plan (Section IV. D3), CHA is implementing the following streamlined Community Based Rental Assistance (formerly “Project Based Section 8”) process to achieve greater efficiency as we use our community based rental assistance to create more housing opportunities.

A streamlined process will allow CHA to project base more units in a timely manner. In addition, a simplified process should promote more partnerships with local housing providers. The increased use of community based rental assistance is intended to address the following concerns:

1. Concentration and perceived clustering of Section 8 households in lower amenity Charlotte neighborhoods
2. The community’s need for special needs housing, especially service-enriched housing

Housing Occupancy Plan

CHAPTER 18 – COMMUNITY BASED RENTAL ASSISTANCE PROGRAMS

3. Need for more local management with experience in Charlotte and less absentee landlords
4. Increasing displacement of low-income families in revitalizing communities

MTW Plan - Community Based Rental Assistance Goals

The goal of this initiative is to place as many Community Based Rental Assistance units as possible in the following areas:

- “Stable” communities, as defined by the City of Charlotte’s Quality of Life Study
- Neighborhoods with an active revitalization plan
- Neighborhoods along Charlotte’s new transportation corridors, including light rail

For families, placing an emphasis on “stable” neighborhoods will lead to better access to amenities and higher performing schools. For the community, this will promote de-concentration of CHA’s tenant assistance portfolio.

Two additional objectives of the policy are to:

- Increase the number of “hard units” in our affordable housing portfolio, enabling better communication with landlords and monitoring of assisted units
- Partner with the Charlotte community to provide housing units for special needs populations (including homeless and disabled households) where services are being provided to participants

New Community Based Rental Assistance Process

Annually, staff will recommend to the Board a target number of Community Based Rental Assistance units in each of the following three categories:

- 1) Family
- 2) Special Needs, including homeless
- 3) Senior

Selection Process:

Units Owned by CHA: CHA will project-base rental assistance at properties owned directly or indirectly (through participation as a member in a tax credit or other

Housing Occupancy Plan

CHAPTER 18 – COMMUNITY BASED RENTAL ASSISTANCE PROGRAMS

LLC, and when operating through Horizon subsidiaries), subject only to HUD subsidy-layering rules. No process through the local field office will be required. CHA will certify compliance with subsidy layering rules.

Units not owned by CHA: Where CHA is not directly or indirectly an owner, CHA staff will rely on the North Carolina Housing Finance Agency (NCHFA) tax credit process as its competitive process. In non-tax credit deals with local City government funding, CHA will rely on the City's Housing Trust Fund competitive process. Where no tax credits or City funds are present, but the development has AHP funding, CHA will rely on that competitive process for approval.

Therefore, when a deal has received either an NCHFA tax credit allocation, a City of Charlotte Housing Trust Fund award or an AHP grant or loan within the past three years, CHA may award Community Based Rental Assistance if the deal meets the minimum requirements outlined below.

CHA will accept proposals on an ongoing basis. In accordance with CHA's Annual Plan, CHA may periodically advertise that it is accepting proposals for one or more categories in The Charlotte Observer. In addition to, or in place of advertising, CHA may also directly contact specific landlords/owners that have already been selected through one of the competitive processes above to inform them of available community based rental assistance.

Proposals will be reviewed on a first-come first-served basis. If CHA receives applications for more units than have been approved in any category, then proposals will be given priority according to the criteria outlined below.

Where there is no other competitive process present, CHA will rank any other applicants according to the criteria outlined below.

Selection Criteria:

Each category will have its own criteria to be awarded Community Based Rental Assistance, based on the goals set forth above and in the approved MTW Plan.

Family Units

1. Must be in a "stable" or positively "transitioning" neighborhood, as defined in the City of Charlotte's most recent Quality of Life Study (the most recent published study at the time of application will determine status) *OR* the units are in areas with an active revitalization plan/HOPE VI redevelopment. Units

Housing Occupancy Plan

CHAPTER 18 – COMMUNITY BASED RENTAL ASSISTANCE PROGRAMS

in stable neighborhoods will be given first priority over transitioning neighborhoods.

2. Families must have one member either working or participating in a work support program. Families must also be participating in a self-sufficiency program.
3. Developments in neighborhoods within a mile of one of Charlotte’s new transportation corridors, including light rail, will be given second priority.

Special Needs Units

1. Category includes units for homeless, disabled, domestic violence, transitional youth and other special needs.
2. Services must be being provided on site or in coordination with the housing. Higher levels of service provision will be given first priority.
3. Must be in a “stable” or positively “transitioning” neighborhood, as defined above. Exceptions may be made for special needs units where the poverty rate does not exceed 20%, or the trend in the poverty rate is positive.

Developments in neighborhoods within a mile of one of Charlotte’s new transportation corridors, including light rail, will be given second priority

Senior Units.

1. Must be in a “stable” or positively “transitioning” neighborhood (as defined above) *OR* the units are in areas with an active revitalization plan/HOPE VI redevelopment. Units in stable neighborhoods will be given first priority over transitioning neighborhoods.
2. Developments in Uptown Charlotte or in neighborhoods within a mile of one of Charlotte’s new transportation corridors, including light rail, will be given second priority.
3. Services must be provided onsite or in coordination with the housing. Higher levels of service provision will be given priority if the locational criteria rank equally.

In addition to meeting the above criteria, each deal must meet HUD Site Selection Standards set forth in CFR 983.57. Each deal must also be in compliance with HUD subsidy layering rules, the Fair Housing Act, Davis-Bacon regulations for new construction and all other applicable HUD regulations.

Housing Occupancy Plan

CHAPTER 18 – COMMUNITY BASED RENTAL ASSISTANCE PROGRAMS

Housing Types

CHA may provide Community Based Rental Assistance in permanent and transitional housing. In addition, other innovative solutions to address Charlotte's affordable housing needs may be funded as demonstration projects.

Site Based Waiting Lists

Entities who receive Community Based Rental Assistance from CHA may establish their own waiting lists based on criteria specified in their Housing Assistance Payment ("HAP") contract, their special program requirements and an approved tenant selection plan. Preference shall be given to families currently on CHA's master waitlist when feasible.

HAP Contract Terms

CHA will make annual commitments for Community Based Rental Assistance funding renewable for periods up to 40 years, subject to annual appropriations. Commitments for project-based funding will take priority over tenant-based funding in the allocation of annual appropriations.

Family Right To Move

CHA has received a waiver of Subpart F, 983.260, Family Right to Move, so that a family will not be offered the opportunity for continued tenant-based rental assistance if they leave the project-based unit after one year. This will prevent households from circumventing the Section 8 waiting list by moving to a community based unit for one year and provide more stability to project-based developments. There may be an exception for special needs units.

Housing Quality Standards

All housing units, and the buildings in which they are located, must meet HUD's Housing Quality Standards, or alternate Inspection Standards CHA may implement PHA-wide.

Exceptions

Staff may make exceptions noted in this policy. Any other exceptions will have to be approved by the Board.

Other Guidelines

Housing Occupancy Plan

CHAPTER 18 – COMMUNITY BASED RENTAL ASSISTANCE PROGRAMS

This policy implements the Community Based Rental Assistance Initiative in CHA's Annual MTW Plan. Staff is authorized to develop additional procedures as necessary to implement this policy. Staff will make annual recommendations on the number of units to be community-based and as to any changes that may be necessary to the policy.

A. HOUSING TYPE

The CHA may attach CBR assistance for units in existing housing or for newly constructed, rehabilitated, or acquired housing developed under and in accordance with an agreement to enter into a housing assistance payments contract that was executed prior to the start of construction. A housing unit is considered an existing unit for purposes of the CBR program, if, at the time of notice of CHA selection, the units substantially comply with HQS. Units for which new construction or rehabilitation was started in accordance with CBR program requirements do not qualify as existing housing.

The CHA must decide what housing type, new construction, rehabilitation, or existing housing, will be used to develop project-based housing. The CHA choice of housing type must be reflected in its solicitation for proposals.

B. PROHIBITION OF ASSISTANCE FOR CERTAIN UNITS

Ineligible Housing Types

The CHA may not attach or pay CBR assistance units on the grounds of a penal reformatory, medical, mental, or similar public or private institution; nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and care, or intermediate care (except that assistance may be provided in assisted living facilities); units that are owned or controlled by an educational institution or its affiliate and are designated for occupancy by students; and manufactured homes. In addition, the CHA may not attach or pay CBR assistance for a unit occupied by a landlord/owner. The CHA may not select or enter into an agreement to provide assistance or enter into a HAP contract for a unit occupied by a family ineligible for participation in the CBR program.

High-rise Elevator Projects for Families with Children

The CHA may use high-rise elevator building for families with children if it makes a determination that there is no practical alternative and HUD approves the CHA determination. The CHA may make this initial determination for its community

Housing Occupancy Plan

CHAPTER 18 – COMMUNITY BASED RENTAL ASSISTANCE PROGRAMS

based rental assistance program, in whole or in part, and need not review each project on a case-by-case basis, and HUD may approve on the same basis.

Subsidized Housing

The CHA may not attach or pay CBR assistance to units in any of the following types of subsidized housing:

- A public housing unit;
- A unit subsidized with Section 236 rental assistance payments (except that CHA may attach assistance to a unit subsidized with Section 236 interest reduction payments);
- A Section 202 project for non-elderly with disabilities;
- Section 811 project-based supportive housing for persons with disabilities;
- Section 202 supportive housing for the elderly;
- A Section 101 rent supplement project;
- A unit with any other federal, state, or local housing subsidy, as determined by HUD or the CHA in accordance with HUD requirements.

C. SUBSIDY LAYERING REQUIREMENTS

The CHA may provide CBR assistance only in accordance with HUD subsidy layering regulations [24 CFR 4.13] and other requirements. The subsidy layering review is intended to prevent excessive public assistance by combining (layering) housing assistance payment subsidy under the CBR program with other governmental housing assistance from federal, state, or local agencies, including assistance such as tax concessions or tax credits.

The CHA must submit the necessary documentation to HUD for a subsidy layering review. If required, the CHA may make an agreement to or enter into a HAP contract until HUD (or an independent entity approved by HUD) has conducted any required subsidy layering review and determined that the CBR assistance is in accordance with HUD subsidy layering requirements.

The HAP contract must contain the landlord/owner's certification that the project has not received and will not receive (before or during the term of the HAP contract) any public assistance for acquisition, development, or operation of the housing

Housing Occupancy Plan

CHAPTER 18 – COMMUNITY BASED RENTAL ASSISTANCE PROGRAMS

other than assistance disclosed in the subsidy layering review in accordance with HUD requirements.

D. CAP ON NUMBER OF CBRA UNITS IN EACH BUILDING

The CHA, under its MTW authority, will waive the cap requirements to limit CBR assistance for units in a building (24 CFR 983.6).

E. SITE SELECTION STANDARDS

Compliance with CBR Goals, Civil Rights Requirements, and HQS Site Standards

The CHA may not select a proposal for existing, newly constructed, or rehabilitated CBR housing on a site or make an agreement to or enter into a HAP contract for units on the site, unless the CHA has determined that CBR assistance for housing at the selected site is consistent with the goal of de-concentrating poverty, minority concentration and expanding housing and economic opportunities. The standard for de-concentrating poverty, minority de-concentration and expanding housing and economic opportunities must be consistent with the CHA Plan under 24 CFR 903 and the CHA annual plan.

In addition, prior to selecting a proposal, the CHA must determine that the site is suitable from the standpoint of facilitating and furthering full compliance with the applicable Civil Rights Laws, regulations, and Executive Orders, and that the site meets the HQS site and neighborhood standards.

It is the CHA goal to select sites for CBR housing that provide for de-concentrating poverty, minority de-concentration and expanding housing and economic opportunities. In complying with this goal the CHA will limit approval of sites for CBR housing in census tracts that have poverty concentrations of 20 percent or less. However, the CHA will grant exceptions to the 20 percent standard where the CHA determines that the CBR assistance will complement other local redevelopment activities designed to de-concentrate poverty, minority de-concentration and expand housing and economic opportunities in census tracts with poverty concentrations greater than 20 percent. Such sites in: A census tract in which the proposed CBRA development will be located in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community. A census tract where the concentration of assisted units will be or has decreased as a result of public housing demolition and HOPE VI redevelopment. A census tract in which the proposed CBR development will be located is undergoing significant revitalization as a result of

Housing Occupancy Plan

CHAPTER 18 – COMMUNITY BASED RENTAL ASSISTANCE PROGRAMS

state, local, or federal dollars invested in the area. A census tract where new market rate units are being developed where such market rate units will positively impact the poverty rate in the area. A census tract where there has been an overall decline in the poverty rate within the past five years; or A census tract where there are meaningful opportunities for educational and economic advancement.

Under no circumstances will the CHA approve CBR assistance in a census tract with a concentration factor greater than 75 percent of the community-wide poverty rate or forty percent, whichever is lower.

Existing and Rehabilitated and Acquisition Housing Site and Neighborhood Standards

The CHA may not make an agreement to or enter into a HAP contract nor enter into a HAP contract for existing or rehabilitated housing until it has determined that the site complies with the HUD required site and neighborhood standards.

The site must:

- Be adequate in size, exposure, and contour to accommodate the number and type of units proposed;
 - Have adequate utilities and streets available to service the site;
 - Promote a greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income or minority persons;
 - Be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services equivalent to those found in neighborhoods consisting largely of unassisted similar units;
 - Be located so that travel time and cost via public transportation or private automobile from the neighborhood to places of employment is not excessive;
- and**

CHA will strive to get as many CBRA units as possible in stable Charlotte neighborhoods, neighborhoods where there is an active neighborhood revitalization plan and neighborhoods along Charlotte's new transportation corridors, including the light rail.

Housing Occupancy Plan

CHAPTER 18 – COMMUNITY BASED RENTAL ASSISTANCE PROGRAMS

The CHA will establish the following goals to accomplish getting CBRAs in stable neighborhoods, neighborhoods with active revitalization plans and neighborhoods along new transportation corridors.

- Be located in an area of low crime as determined by local law enforcement; and
- Be located in an areas with access to high-performing public schools

New Construction Site and Neighborhood Standards

In order to be selected for CBR assistance, a site for newly constructed housing must meet the following HUD required site and neighborhood standards:

- The site must be adequate in size, exposure, and contour to accommodate the number and type of units proposed;
- The site must have adequate utilities and streets available to service the site;
- The site must not be located in an area of minority concentration unless the CHA determines that sufficient, comparable opportunities exist for housing for minority families in the income range to be served by the proposed project outside areas of minority concentration or that the project is necessary to meet overriding housing needs that cannot be met in that housing market area;
- The site must not be located in a racially mixed area if the project will cause a significant increase in the proportion of minority to non-minority participants in the area.
- The site must promote a greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons;
- The neighborhood must not be one that is seriously detrimental to family life or in which substandard dwellings or other undesirable conditions predominate;
- The housing must be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services equivalent to those found in neighborhoods consisting largely of unassisted similar units; and
- Except for housing designed for elderly persons, the housing must be located so that travel time and cost via public transportation or private automobile from the neighborhood to places of employment is not excessive.

Housing Occupancy Plan

CHAPTER 18 – COMMUNITY BASED RENTAL ASSISTANCE PROGRAMS

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The CHA will establish the following goals to accomplish getting CBRAs in stable neighborhoods, neighborhoods with active revitalization plans and neighborhoods along new transportation corridors.

- Be located in an area of low crime as determined by local law enforcement; and
- Be located in an areas with access to high-performing public schools

Promoting Partially-Assisted Buildings

- The CHA may establish local requirements designed to promote CBR assistance in partially assisted buildings. A *partially assisted building* is a building in which there are fewer units covered by a HAP contract than participational units.
- The CHA may establish a per-building cap on the number of units that will receive CBR assistance or other project-based assistance in a multifamily building containing excepted units or in a single-family building. A CHA may also determine not to provide CBR assistance for excepted units.
- The CHA will not provide assistance for excepted units. Beyond that, the CHA will not impose any further cap on the number of CBR units assisted per building.

F. ENVIRONMENTAL REVIEW

The CHA activities under the CBRA program are subject to HUD environmental regulations in 24 CFR parts 50 and 58. The *responsible entity* is responsible for performing the federal environmental review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.). The CHA may not make an agreement to or enter into a HAP contract until it has complied with the environmental review requirements.

In the case of existing housing, the responsible entity that is responsible for the environmental review under 24 CFR part 58 must determine whether or not CBR assistance is categorically excluded from review under the National Environmental

Housing Occupancy Plan

CHAPTER 18 – COMMUNITY BASED RENTAL ASSISTANCE PROGRAMS

Policy Act and whether or not the assistance is subject to review under the laws and authorities listed in 24 CFR 58.5.

The CHA may not make an agreement to or enter into a HAP contract with an owner/landlord, and the CHA, the owner/landlord, and its contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct real property or commit or expend program or local funds for CBR activities under this part, until the environmental review is completed. The CHA must supply all available, relevant information necessary for the responsible entity to perform any required environmental review for any site. The CHA must require the landlord/owner to carry out mitigating measures required by the responsible entity (or HUD, if applicable) as a result of the environmental review.

PART III: DWELLING UNITS:

OVERVIEW

This part identifies the special housing quality standards that apply to the CBRA program, housing accessibility for persons with disabilities, and special procedures for conducting housing quality standards inspections.

A. HOUSING QUALITY STANDARDS

The housing quality standards (HQS) for the tenant-based program, including those for special housing types, generally apply to the CBRA program. CHA will however, waive the requirement for an initial HQS inspection on newly constructed CBRA units and utilize local Building Standard inspections and subsequent issuance of a Certificate of Occupancy (CO) as a substitution of the initial or move-in inspection for newly constructed units. HQS requirements for manufactured home space rental, and the homeownership option do not apply because these housing types are not assisted under the CBRA program. The physical condition standards at 24 CFR 5.703 does not apply to the CBRA program.

Lead-based Paint

The lead-based paint requirements for the tenant-based voucher program do not apply to the CBRA program. Instead, The Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the participational Lead-based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, H, and R, apply to the CBRA program.

Housing Occupancy Plan

CHAPTER 18 – COMMUNITY BASED RENTAL ASSISTANCE PROGRAMS

B. HOUSING ACCESSIBILITY FOR PERSONS WITH DISABILITIES

The housing must comply with program accessibility requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. The CHA must ensure that the percentage of accessible dwelling units complies with the requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794', as implemented by HUD's regulations at 24 CFR 8, subpart C. Housing first occupied after March 13, 1991, must comply with design and construction requirements of the Fair Housing Amendments Act of 1988 and implementing regulations at 24 CFR 100.205, as applicable. (24 CFR 983.102)

C. INSPECTING UNITS

Pre-selection Inspection

The CHA must examine the proposed site before the proposal selection date. If the units to be assisted already exist, the CHA must have all the units inspected before the proposal selection date, and must determine whether the units substantially comply with HQS. To qualify as existing housing, units must substantially comply with HQS on the proposal selection date. CHA will however, waive the requirement for an initial HQS inspection on newly constructed CBRA and utilize local Building Standard inspections and subsequent issuance of a Certificate of Occupancy (CO) as a substitution of the initial or move-in inspection for newly constructed units. However, the CHA may not execute the HAP contract until the units fully comply with HQS.

Pre-HAP Contract Inspections

The CHA must have each contract unit inspected before execution of the HAP contract. The CHA may not enter into a HAP contract covering a unit until the unit fully complies with HQS. CHA will however, waive the requirement for an initial HQS inspection on newly constructed CBRA and utilize local Building Standard inspections and subsequent issuance of a Certificate of Occupancy (CO) as a substitution of the initial or move-in inspection for newly constructed units.

Turnover Inspections

Before providing assistance to a new family in a contract unit, the CHA must have the unit inspected. The CHA may not provide assistance on behalf of the family until the unit fully complies with HQS.

Housing Occupancy Plan

CHAPTER 18 – COMMUNITY BASED RENTAL ASSISTANCE PROGRAMS

Annual Inspections

CHA must verify that contract units are inspected at least annually. At least annually during the term of the HAP contract, the CHA must have at least 20 percent of the contract units inspected in each building to determine if the contract units and the premises are maintained in accordance with HQS. Turnover inspections are not counted toward meeting this annual inspection requirement.

If more than 20 percent of the annual sample of inspected contract units in a building fails the initial inspection, the CHA must have 100 percent of the contract units in the building re-inspected.

Other Inspections

The CHA must have contract units inspected whenever needed to determine that the contract units comply with HQS and that the landlord/owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The CHA must take into account complaints and any other information coming to its attention in scheduling inspections.

The CHA must have follow-up inspections conducted to determine if the landlord/owner (or, if applicable, the family) has corrected an HQS violation, and must have inspections conducted to determine the basis for exercise of contractual and other remedies for landlord/owner or family violation of HQS. In conducting CHA supervisory quality control HQS inspections, the CHA should include a representative sample of both tenant-based and project-based units.

Inspecting Units Owned by CHA or its Affiliates

In the case of CHA and/or affiliate-owned units, the inspections must be performed by an independent agency designated by the CHA and approved by HUD. The independent entity must furnish a copy of each inspection report to the CHA and to the HUD field office where the project is located. The CHA must take all necessary actions in response to inspection reports from the independent agency, including exercise of contractual remedies for violation of the HAP contract by the owner.

PART IV: REHABILITATED AND NEWLY CONSTRUCTED UNITS:

A. OVERVIEW

There are specific requirements that apply to CBR assistance for newly constructed or rehabilitated housing that do not apply to CBR assistance in existing housing. This

Housing Occupancy Plan

CHAPTER 18 – COMMUNITY BASED RENTAL ASSISTANCE PROGRAMS

part describes the requirements unique to this type of assistance. Housing selected for this type of assistance may not at a later date be selected for CBR assistance as existing housing.

B. AGREEMENT TO ENTER INTO HAP CONTRACT

In order to offer CBR assistance in rehabilitated or newly constructed units, the CHA must enter into an agreement to enter into a HAP contract (Agreement) with the owner of the property. The Agreement must be in the form required by HUD.

In the Agreement, the owner agrees to develop the CBRA contract units to comply with HQS, and the CHA agrees that upon timely completion of such development in accordance with the terms of the Agreement, the CHA will enter into a HAP contract with the owner for the contract units.

Content of the Agreement

At a minimum, the Agreement must describe the following features of the housing to be developed and assisted under the CBRA program:

- Site and the location of the contract units;
- Number of contract units by area (size) and number of bedrooms and bathrooms;
- Services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent;
- Utilities available to the contract units, including a specification of utility services to be paid by the owner and utility services to be paid by the tenant;
- An indication of whether or not the design and construction requirements of the Fair Housing Act and section 504 of the Rehabilitation Act of 1973 apply to units under the Agreement. If applicable, any required work item resulting from these requirements must be included in the description of work to be performed under the Agreement;
- Estimated initial rents to owner for the contract units;
- Description of the work to be performed under the Agreement. For rehabilitated units, the description must include the rehabilitation work write up and, where determined necessary by the CHA, specifications and plans. For new

Housing Occupancy Plan

CHAPTER 18 – COMMUNITY BASED RENTAL ASSISTANCE PROGRAMS

construction units, the description must include the working drawings and specifications.

- Any additional requirements for quality, architecture, or design over and above HQS.

Execution of the Agreement

The Agreement must be executed promptly after CHA notice of proposal selection to the selected owner. However, the CHA may not enter into the Agreement with the owner until the subsidy layering review is completed. Likewise, the CHA may not enter into the Agreement until the environmental review is completed and the CHA has received environmental approval.

The CHA will enter into the Agreement with the owner within 10 business days of receiving both environmental approval and notice that subsidy layering requirements have been met, and before construction or rehabilitation work are started.

C. CONDUCT OF DEVELOPMENT WORK

Labor Standards

If an Agreement covers the development of nine or more contract units (whether or not completed in stages), the landlord/owner and the owner's contractors and subcontractors must pay Davis-Bacon wages to laborers and mechanics employed in the development of housing. The HUD-prescribed form of the Agreement will include the labor standards clauses required by HUD, such as those involving Davis-Bacon wage rates.

The landlord/owner, contractors, and subcontractors must also comply with the Contract Work Hours and Safety Standards Act, Department of Labor regulations in 29 CFR part 5, and other applicable federal labor relations laws and regulations. The CHA must monitor compliance with labor standards.

Equal Opportunity

The landlord/owner must comply with Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations at 24 CFR part 135. The landlord/owner must also comply with federal equal employment opportunity requirements.

Housing Occupancy Plan

CHAPTER 18 – COMMUNITY BASED RENTAL ASSISTANCE PROGRAMS

Owner Disclosure

The Agreement and HAP contract must include a certification by the owner that the owner and other project principals are not on the U.S. General Services Administration list of parties excluded from federal procurement and non-procurement programs.

The owner must also disclose any possible conflict of interest that would be a violation of the Agreement, or HUD regulations.

D. COMPLETION OF HOUSING

The Agreement must specify the deadlines for completion of the housing, and the owner must develop and complete the housing in accordance with these deadlines. The Agreement must also specify the deadline for submission by the owner of the required evidence of completion.

Evidence of Completion

At a minimum, the owner must submit the following evidence of completion to the CHA in the form and manner required by the CHA:

- Owner certification that the work has been completed in accordance with HQS and all requirements of the Agreement; and
- Owner certification that the owner has complied with labor standards and equal opportunity requirements in development of the housing.

At the CHA's discretion, the Agreement may specify additional documentation that must be submitted by the owner as evidence of housing completion.

The CHA will determine the need for the owner to submit additional documentation as evidence of housing completion on a case-by-case basis depending on the nature of the CBRA project. The CHA will specify any additional documentation requirements in the Agreement to enter into HAP contract.

CHA Acceptance of Completed Units

Upon notice from the owner that the housing is completed, the CHA must inspect to determine if the housing has been completed in accordance with the Agreement, including compliance with HQS or alternate CHA requirements and any additional requirements imposed under the Agreement. CHA will however, waive the requirement for an initial HQS inspection on newly constructed CBRA and utilize

Housing Occupancy Plan

CHAPTER 18 – COMMUNITY BASED RENTAL ASSISTANCE PROGRAMS

local Building Standard inspections and subsequent issuance of a Certificate of Occupancy (CO) as a substitution of the initial or move-in inspection for newly constructed units. The CHA must also determine if the owner has submitted all required evidence of completion.

If the work has not been completed in accordance with the Agreement, the CHA must not enter into the HAP contract.

If the CHA determines the work has been completed in accordance with the Agreement and that the owner has submitted all required evidence of completion, the CHA must submit the HAP contract for execution by the owner and must then execute the HAP contract.

PART V: HOUSING ASSISTANCE PAYMENTS CONTRACT (HAP):

A. OVERVIEW

The CHA must enter into a HAP contract with an owner for units that are receiving CBR assistance. The purpose of the HAP contract is to provide housing assistance payments for eligible families. Housing assistance is paid for contract units leased and occupied by eligible families during the HAP contract term. The HAP contract must be in the form required by HUD [24 CFR 983.202].

B. HAP CONTRACT REQUIREMENTS

Contract Information

The HAP contract must specify the following information:

- The total number of contract units by number of bedrooms;
- The project's name, street address, city or county, state and zip code, block and lot number (if known), and any other information necessary to clearly identify the site and the building;
- The number of contract units in each building, the location of each contract unit, the area of each contract unit, and the number of bedrooms and bathrooms in each contract unit;
- Services, maintenance, and equipment to be supplied by the owner and included in the rent to owner;

Housing Occupancy Plan

CHAPTER 18 – COMMUNITY BASED RENTAL ASSISTANCE PROGRAMS

- Utilities available to the contract units, including a specification of utility services to be paid by the owner (included in rent) and utility services to be paid by the tenant;
- Features provided to comply with program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8;
- The HAP contract term;

The number of units in any building that will exceed the 25 percent per building cap, which will be set-aside for occupancy by qualifying families; and the initial rent to owner for the first 12 months of the HAP contract term.

Execution of the HAP Contract

The CHA may not enter into a HAP contract until each contract unit has been inspected and the CHA has determined that the unit complies with the Housing Quality Standards (HQS). For existing housing, the HAP contract must be executed promptly after the CHA selects the landlord/owner proposal and inspects the housing units. For newly constructed or rehabilitated housing the HAP contract must be executed after the CHA has inspected the completed units, or has a copy of the Certificate of Occupancy and has determined that the units have been completed in accordance with the agreement to enter into HAP, and the owner furnishes all required evidence of completion.

For existing housing, the HAP contract will be executed within a reasonable time period as determined by CHA.

For rehabilitated or newly constructed housing, the HAP contract will be executed within 10 business days of the CHA determining that the units have been completed in accordance with the agreement to enter into HAP, all units meet HQS, and the owner has submitted all required evidence of completion.

Term of HAP Contract

The CHA may enter into a HAP contract with an owner for an initial term of no less than one year and no more than Fifteen (15) years.

The term of all CBRA HAP contracts will be negotiated with the owner on a case-by-case basis.

Housing Occupancy Plan

CHAPTER 18 – COMMUNITY BASED RENTAL ASSISTANCE PROGRAMS

Within one year before expiration of the HAP contract (if the contract was for one year or less, the notice will be provided within sixty before expiration) the CHA may extend the term of the contract for an additional term of up to five years if the CHA determines an extension is appropriate to continue providing affordable housing for low-income families. Subsequent extensions are subject to the same limitations. All extensions must be on the form and subject to the conditions prescribed by HUD at the time of the extension.

When determining whether or not to extend an expiring CBRA contract, the CHA will consider several factors including, but not limited to:

- The cost of extending the contract and the amount of available CHA budget;
- The condition of the contract units;
- The owner’s record of compliance with obligations under the HAP contract and lease(s);
- If the location of the units continues to support the goals of de-concentrating poverty and expanding housing opportunities and;
- If the funding could be used more appropriately for tenant-based assistance.

Remedies for HQS Violations

The CHA may not make any HAP payment to the owner for a contract unit during any period in which the unit does not comply with HQS. CHA may allow 30 days to cure and HQS Violation. If the CHA determines that a contract does not comply with HQS, the CHA may exercise any of its remedies under the HAP contract, for any or all of the contract units. Available remedies include termination of housing assistance payments, abatement or reduction of housing assistance payments, reduction of contract units, and termination of the HAP contract.

The CHA will abate and terminate CBRA HAP contracts for non-compliance with HQS in accordance with the policies used in the tenant-based voucher program. These policies are contained in Section 8-II.G., Enforcing Owner Compliance.

C. AMENDMENTS TO THE HAP CONTRACT

Substitution of Contract Units

At the CHA’s discretion and subject to all CBRA requirements, the HAP contract may be amended to substitute a different unit with the same number of bedrooms in the

Housing Occupancy Plan

CHAPTER 18 – COMMUNITY BASED RENTAL ASSISTANCE PROGRAMS

same building for a previously covered contract unit. Before any such substitution can take place, the CHA must inspect the proposed unit and determine the reasonable rent for the unit.

Addition of Contract Units

At the CHA's discretion and subject to HUD or CBRA restrictions, based on the number of dwelling units that can receive CBR assistance, per building, and, based on the overall size of the CHA's CBRA program, a HAP contract may be amended during the three-year period following the execution date of the HAP contract to add additional CBRA units in the same building. This type of amendment is subject to all CBRA program requirements except that a new CBRA proposal is not required.

The CHA will consider adding contract units to the HAP contract when the CHA determines that additional housing is needed to serve eligible low-income families.

D. HAP CONTRACT YEAR, ANNIVERSARY AND EXPIRATION DATES

The HAP contract year is the period of 12 calendar months preceding each annual anniversary of the HAP contract in the HAP contract term. The initial contract year is calculated from the first day of the first calendar month of the HAP contract term.

The annual anniversary of the HAP contract is the first day of the first calendar month after the end of the preceding contract year.

There is a single annual anniversary and expiration date for all units under a particular HAP contract, even if units are placed under the HAP contract in stages (on different dates) or units are added by amendment. The anniversary and expiration dates for all units coincide with the dates for the contract units that were originally placed under contract.

E. OWNER RESPONSIBILITIES UNDER THE HAP

When the owner executes the HAP contract she/he certifies that at execution and at all times during the term of the HAP contract:

- All contract units are in good condition and the owner is maintaining the premises and contract units in accordance with HQS;
- The owner is providing all services, maintenance, equipment and utilities as agreed to under the HAP contract and the leases;

Housing Occupancy Plan

CHAPTER 18 – COMMUNITY BASED RENTAL ASSISTANCE PROGRAMS

- Each contract unit for which the owner is receiving HAP, is leased to an eligible family, and the lease is in accordance with the HAP contract and HUD requirements;
- To the best of the owner’s knowledge the family resides in the contract unit for which the owner is receiving HAP, and the unit is the family’s only residence;
- The owner (including a principal or other interested party) is not the spouse, parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit;
- The amount of the HAP the owner is receiving is correct under the HAP contract;
- The rent for contract units does not exceed rents charged by the owner for comparable unassisted units;
- Except for HAP and tenant rent, the owner has not received and will not receive any other payment or consideration for rental of the contract unit;
- The family does not own or have any interest in the contract unit.
- If, in the case of a unit being offered that comes with supportive services, the owner must provide the support services agreed to by the HAP contract executed with CHA.

F. ADDITIONAL HAP REQUIREMENTS

Housing Quality and Design Requirements

The owner is required to maintain and operate the contract units and premises in accordance with HQS, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance, equipment, and utilities specified in the HAP contract with the CHA and in the lease with each assisted family. In addition, maintenance, replacement and redecoration must be in accordance with the standard practice for the building as established by the owner.

The CHA may elect to establish additional requirements for quality, architecture, or design of CBRA housing. Any such additional requirements must be specified in the Agreement to enter into a HAP contract and the actual HAP contract. These requirements must be in addition to, not in place of, compliance with HQS.

The CHA will identify the need for any special features on a case-by-case basis depending on the intended occupancy of the CBRA project. The CHA will specify any

Housing Occupancy Plan

CHAPTER 18 – COMMUNITY BASED RENTAL ASSISTANCE PROGRAMS

special design standards or additional requirements in the invitation for CBRA proposals, the agreement to enter into HAP contract, and the HAP contract.

PART VI: SELECTION OF CBRA PROGRAM PARTICIPANTS:

A. OVERVIEW

Many of the provisions of the tenant-based voucher regulations [24 CFR 982] also apply to the CBRA program. This includes requirements related to determining eligibility and selecting applicants from the waiting list. Even with these similarities, there are requirements that are unique to the CBRA program. This part describes the requirements and policies related to eligibility and admission to the CBRA program.

B. ELIGIBILITY FOR CBR ASSISTANCE

Families for the CBRA program will be selected from individual site waiting list. Selected individuals must meet the criteria set forth by the designated site along with HUD specific income limits.

Applicants for CBRA assistance must meet the same eligibility requirements as applicants for the tenant-based voucher program. Applicants must qualify as a family as defined by HUD and the CHA, have income at or below HUD-specified income limits, and qualify on the basis of citizenship or the eligible immigration status of family members. In addition, an applicant family must provide social security information for family members [24 CFR 5.216 and 5.218] and family information regarding income, expenses, and family composition [24 CFR 5.230]. An applicant family must also meet HUD requirements related to current or past criminal activity

The CHA will determine an applicant family's eligibility for the CBRA program in accordance with the policies in Chapters 3 and 4 if owned by CHA or its subsidiaries. Sites under a supportive housing program will be allowed to use their own selection and eligibility criteria.

In-Place Families

An eligible family residing in a proposed CBRA contract unit on the date the proposal that is selected by the CHA is considered an "in-place family." These families are afforded protection from displacement under the CBRA rule. If a unit to be placed under contract (either an existing unit or a unit requiring rehabilitation) is occupied by an eligible family on the date the proposal is selected, the in-place

Housing Occupancy Plan

CHAPTER 18 – COMMUNITY BASED RENTAL ASSISTANCE PROGRAMS

family must be placed on the designated site's waiting list. Once the family's continued eligibility is determined the family must be given an absolute selection preference and the project owner must provide an appropriately sized CBRA unit in the project. Admission of eligible in-place families is not subject to income targeting requirements.

This regulatory protection from displacement does not apply to families that are not eligible to participate in the program on the proposal selection date.

C. ORGANIZATION OF THE WAITING LIST

The CHA has established site based waiting lists for CBRA units. This allows applicants to choose which developments they want to reside at and apply directly on site at the development. Management of the waiting lists is done at the site-level. Applicants for the CBRA sign up at the property level for housing units. CBRA applicants may be pulled from the CHA's master Section 8 waiting. Families from CHA's master Section 8 waiting list shall be given a housing preference, if eligibility is met and occupancy is not otherwise mandated by program specific documents. Families on the CHA master Section 8 waiting list must meet the selection criteria for the CBRA site in order to receive the benefits of CBRA and the supportive services provided at the site.

D. SELECTION FROM THE WAITING LIST

Applicants who will occupy units with CBRA assistance must be selected from a designated site waiting list. Landlord will be required to notify applicants on CHA's Section 8 master wait list of the availability of housing, eligibility, program requirements and the date applications will be taken on site. One method to accomplish this may be through the issuance of letters targeted to families needing the site specific bedroom size and meeting the site specific eligibility and program requirements. Applications taken from families currently on the Section 8 master wait list shall be given a preference for housing if occupancy is not otherwise mandated by program specific documents. Applicants are allowed to place their names on as many waiting lists as they like. However, applicants coming to the top of a particular site-based will only be offered a unit for the site where their name comes to the top. If applicant does not accept the housing offered, their name is removed from the waitlist for the site that made the offer. The CHA may not establish selection criteria or preferences for occupancy of particular CBRA units.

Housing Occupancy Plan

CHAPTER 18 – COMMUNITY BASED RENTAL ASSISTANCE PROGRAMS

Income Targeting

At least 75 percent of the families admitted to the CHA's community based rental assistance programs during the CHA fiscal year from the waiting list must be extremely-low income families. The income targeting requirement applies to the total of admissions to both programs.

Preferences

Site-based projects may have their own preferences for wait list selection. Families from CHA's master Section 8 waiting list shall be given a housing preference, if eligibility is met and occupancy is not otherwise mandated by program specific documents.

E. OFFER OF CBR ASSISTANCE

Refusal of Offer

The CHA is prohibited from taking any of the following actions against a family who has applied for, received, or refused an offer of CBR assistance:

- Refuse to list the applicant on the waiting list for tenant-based voucher assistance;
- Deny any admission preference for which the applicant qualifies;
- Change the applicant's place on the waiting list based on preference, date, and time of application, or other factors affecting selection under the CHA's selection policy;
- Remove the applicant from the tenant-based voucher wait list

Disapproval by Landlord

If a CBRA landlord/owner rejects a family for admission to the property, unless for cause associated with tenant-based voucher program requirements, such rejection may not affect the family's position on the tenant-based voucher waiting list.

Acceptance of Offer

Family Briefing

Housing Occupancy Plan

CHAPTER 18 – COMMUNITY BASED RENTAL ASSISTANCE PROGRAMS

When a family accepts an offer for CBR assistance, they must be given a briefing. The briefing must include information on how the program works and the responsibilities of the family and owner. The family must also attend any training that CHA requires for participation in the CBR program.

Persons with Disabilities

If an applicant family's head or spouse is disabled, the CHA must assure effective communication, in accordance with 24 CFR 8.6, in conducting the oral briefing and in providing the written information packet. This may include making alternative formats available (see Chapter 2). In addition, the CHA must have a mechanism for referring a family that includes a member with mobility impairment to an appropriate accessible CBRA unit, if CHA owned property.

Persons with Limited English Proficiency

The CHA should take reasonable steps to assure meaningful access by persons with limited English proficiency in accordance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166 (see Chapter 2).

F. LANDLORD /OWNER SELECTION OF TENANTS

The landlord/owner is responsible for developing written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant's ability to fulfill their obligations under the lease. An landlord/owner must promptly notify in writing all applicants of the reasons why they were rejected.

Leasing

During the term of the HAP contract, the owner must lease contract units to eligible families that are selected from the site-based waiting list. The contract unit leased to the family must be the appropriate size unit for the size of the family, based on the CHA's subsidy standards.

Filling Vacancies

The landlord/owner must lease vacant units to applicants on their site-based waiting list. The landlord/owner must make reasonable efforts to minimize the likelihood and length of any vacancy.

Reduction in HAP Contract Units Due to Vacancies

If any contract units have been vacant for 120 days, the CHA will give notice to the landlord/ owner that the HAP contract will be amended to reduce the number of contract units that have been vacant for this period by subtracting the number of contract units (according to the bedroom size) that have been vacant for this period. The CHA will provide the notice to the owner within 10 business days of the 120th day of the vacancy. The amendment to the HAP contract will be effective the 1st day of the month following the date of the CHA’s notice.

G. TENANT SCREENING

CHA Responsibility

The CHA is not responsible or liable to the owner or any other person for the family’s behavior or suitability for tenancy. The CHA will not conduct screening to determine a CBRA applicant family’s suitability for tenancy.

The CHA will inform owners of their responsibility to screen prospective tenants.

Owner Responsibility

The landlord/owner is responsible for screening and selection of the family to occupy the owner’s unit. When screening families the landlord/owner may consider a family’s background with respect to the following factors:

- Payment of rent and utility bills;
- Caring for a unit and premises;
- Respecting the rights of other participants to the peaceful enjoyment of their housing;
- Drug-related criminal activity or other criminal activity that is a threat to the health, safety, or property of others; and
- Compliance with other essential conditions of tenancy.

The landlord/owner is also responsible for notifying the CHA when unit is ready for inspections and occupancy. The landlord/owner shall not fill any vacancy without written CHA to do so from the CHA. The CHA shall not make any housing assistance payments to the site until the CHA has executed a Housing Assistance Payment

Housing Occupancy Plan

CHAPTER 18 – COMMUNITY BASED RENTAL ASSISTANCE PROGRAMS

contract and until the landlord/owner has satisfied all CHA requirements.

PART VII: OCCUPANCY:

A. OVERVIEW

After an applicant has been selected from the waiting list, determined eligible and suitable by the landlord/owner, the family will sign the lease. The family shall not occupy without written notice to do so from the CHA.

B. LEASE

The tenant must have legal capacity to enter a lease under state and local law. *Legal capacity* means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

Form of Lease

The tenant and the owner must enter into a written lease agreement that is signed by both parties. If an owner uses a standard lease form for rental units to unassisted tenants in the locality or premises, the same lease must be used for assisted tenants, except that the lease must include a HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

If the owner does not use a standard lease form for rental to unassisted tenants, the owner may use another form of lease, such as a CHA model lease.

The CHA may review the owner's lease form to determine if the lease complies with state and local law. If the CHA determines that the lease does not comply with state or local law, the CHA may decline to approve the tenancy.

The CHA will review the owner's lease for compliance with state or local law.

Lease Requirements

The lease for a CBRA unit must specify all of the following information:

- The names of the owner and the tenant;
- The unit rented (address, apartment number, if any, and any other information needed to identify the leased contract unit);
- The term of the lease (initial term and any provision for renewal);

Housing Occupancy Plan

CHAPTER 18 – COMMUNITY BASED RENTAL ASSISTANCE PROGRAMS

- The amount of the tenant rent to owner, which is subject to change during the term of the lease in accordance with HUD requirements;
- A specification of the services, maintenance, equipment, and utilities that will be provide by the owner; and

The amount of any charges for food, furniture, or supportive services

Tenancy Addendum

The tenancy addendum in the lease must state:

- The program tenancy requirements;
- The composition of the household as approved by the CHA (the names of family members and any CHA-approved live-in aide);
- All provisions in the HUD-required tenancy addendum must be included in the lease. The terms of the tenancy addendum prevail over conflicting provisions of the lease.

Initial Term and Lease Renewal

The initial lease term must be for at least one year unless for special needs families, SRO units, transitional housing, or other supportive services. Lease terms for these categories will be governed by the prospective program requirements. Upon expiration of the lease, an owner may renew the lease or refuse to renew the lease for “good cause.”

Changes in the Lease

If the tenant and owner agree to any change in the lease, the change must be in writing, and the owner must immediately give the CHA a copy of all changes.

The landlord/owner must notify the CHA in advance of any proposed change in the lease regarding the allocation of tenant and owner responsibilities for utilities. Such changes may only be made if approved by the CHA and in accordance with the terms of the lease relating to its amendment. The CHA must re-determine reasonable rent, in accordance with program requirements, based on any change in the allocation of the responsibility for utilities between the owner and the tenant. The re-determined reasonable rent will be used in calculation of the rent to owner from the effective date of the change.

Housing Occupancy Plan

CHAPTER 18 – COMMUNITY BASED RENTAL ASSISTANCE PROGRAMS

Owner Termination of Tenancy

With two exceptions, the landlord/owner of a CBRA unit may terminate tenancy for the same reasons an landlord/owner may in the tenant-based voucher program (see Section 12-III.B. and 24 CFR 982.310). In the CBRA program, terminating tenancy for “good cause” does not include doing so for a business or economic reason, or a desire to use the unit for personal or family use or other non-participational purpose.

Non-Compliance with Supportive Services Requirement

If a family is living in a project-based unit that is exempted from the 25 percent per building cap on project-basing because of participation in a supportive services program (e.g., Family Self-Sufficiency), and the family fails to complete its supportive services requirement without good cause, such failure is grounds for lease termination by the landlord/owner.

Tenant Absence from the Unit

The landlord/owner may specify in the lease a maximum period of tenant absence from the unit that is shorter than the maximum period permitted by CHA policy. According to program requirements, the family’s assistance must be terminated if they are absent from the unit for more than 180 consecutive days.

Security Deposits

The landlord/owner may collect a security deposit from the tenant. The CHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.

The CHA will allow the landlord/owner to collect a security deposit amount the owner determines is appropriate.

When the tenant moves out of a contract unit, the landlord/ owner, subject to state and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit, or other amounts owed by the tenant under the lease.

The landlord/ must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used to reimburse the owner, the landlord/owner must promptly refund the full amount of the balance to the tenant.

Housing Occupancy Plan

CHAPTER 18 – COMMUNITY BASED RENTAL ASSISTANCE PROGRAMS

If the security deposit does not cover the amount owed by the tenant under the lease, the owner may seek to collect the balance from the tenant. The CHA has no liability or responsibility for payment of any amount owed by the family to the owner.

C. MOVES

Overcrowded, Under-Occupied, and Accessible Units

If the CHA or landlord/owner determines that a family is occupying a wrong size unit, based on the CHA's subsidy standards, or a unit with accessibility features that the family does not require, and the unit is needed by a family that does require the features, the CHA must promptly notify the family and the owner of this determination, and the CHA must offer the family the opportunity to receive continued housing assistance in another unit.

The CHA or landlord/ owner will notify the family and if applicable, the landlord/owner of the family's need to move based on the occupancy of a wrong-size or accessible unit within 10 business days of the CHA's determination. The landlord/owner will offer the family the following types of continued assistance in the following order, based on the availability of assistance:

CBR assistance in the same building or project;

If the CHA offers the family a tenant-based voucher, the CHA must terminate the housing assistance payments for a wrong-sized or accessible unit at expiration of the term of the family's voucher (including any extension granted by the CHA).

If the CHA offers the family another form of assistance that is not a tenant-based voucher, and the family does not accept the offer, does not move out of the CBRA unit within a reasonable time as determined by the CHA, or both, the CHA must terminate the housing assistance payments for the unit at the expiration of a reasonable period as determined by the CHA.

When the CHA offers a family another form of assistance that is not a tenant-based voucher, the family will be given 30 days from the date of the offer to accept the offer and move out of the CBRA unit. If the family does not move out within this 30-day time frame, the CHA will terminate the housing assistance payments at the expiration of this 30-day period.

Housing Occupancy Plan

CHAPTER 18 – COMMUNITY BASED RENTAL ASSISTANCE PROGRAMS

The CHA may make exceptions to this 30-day period if needed for reasons beyond the family's control such as death, serious illness, or other medical emergency of a family member.

Family Right to Move

The family may terminate the lease at any time after the initial lease term. Exceptions will be made for special needs families, for families participating in supportive services and for women who have claimed domestic violence under the Violence Against Women Act (VAWA). The family must give advance written notice to the landlord/owner in accordance with the lease. However, the family may apply CBR assistance for other sites if they left the CBRA unit in good standings, or may apply for tenant-based assistance if the tenant-based wait list is open.

PART VIII: DETERMINING RENT TO OWNER:

A. OVERVIEW

The amount of the initial rent to an owner of units receiving CBR assistance is established at the beginning of the HAP contract term. Although for rehabilitated or newly constructed housing, the agreement to enter into HAP Contract (Agreement) states the estimated amount of the initial rent to owner, the actual amount of the initial rent to owner is established at the beginning of the HAP contract term.

During the term of the HAP contract, the rent to owner is re-determined at the landlord/owner's request in accordance with program requirements, and at such time that there is a five percent or greater decrease in the published FMR. Any such request may be submitted by landlord/owner.

B. RENT LIMITS

Except for certain tax credit units (discussed below), the rent to owner must not exceed the lowest of the following amounts:

- An amount determined by the CHA, not to exceed **120** percent of the applicable fair market rent (or any HUD-approved exception payment standard) for the unit bedroom size minus any utility allowance;
- The reasonable rent; or
- The rent requested by the landlord/owner.

Housing Occupancy Plan

CHAPTER 18 – COMMUNITY BASED RENTAL ASSISTANCE PROGRAMS

Certain Tax Credit Units

For certain tax credit units, the rent limits are determined differently than for other CBRA units. These different limits apply to contract units that meet all of the following criteria:

- The contract unit receives a low-income housing tax credit under the Internal Revenue Code of 1986;
- The contract unit is not located in a qualified census tract;
- There are comparable tax credit units of the same bedroom size as the contract unit in the same building, and the comparable tax credit units do not have any form of rental assistance other than the tax credit; and
- The tax credit rent exceeds a CHA-determined amount (not to exceed **120** percent of the fair market rent or any approved exception payment standard);

For contract units that meet all of these criteria, the rent to owner must not exceed the lowest of:

- The tax credit rent minus any utility allowance;
- The reasonable rent; or
- The rent requested by the landlord/owner.

C. Definitions

A qualified census tract is any census tract (or equivalent geographic area defined by the Bureau of the Census) in which at least 50 percent of households have an income of less than 60 percent of Area Median Gross Income (AMGI), or where the poverty rate is at least 25 percent and where the census tract is designated as a qualified census tract by HUD.

Tax credit rent is the rent charged for comparable units of the same bedroom size in the building that also receive the low-income housing tax credit but do not have any additional rental assistance (e.g., tenant-based voucher assistance).

Use of FMRs, Exception Payment Standards, and Utility Allowances

When determining the initial rent to owner, the CHA must use the most recently published FMR in effect and the utility allowance schedule in effect at execution of the HAP contract. When re-determining the rent to owner, the CHA must use the

Housing Occupancy Plan

CHAPTER 18 – COMMUNITY BASED RENTAL ASSISTANCE PROGRAMS

most recently published FMR and the utility allowance schedule in effect at the time of redetermination. At its discretion, the CHA may for initial rent, use the amounts in effect at any time during the 30-day period immediately before the beginning date of the HAP contract, or for redeterminations of rent, the 30-day period immediately before the redetermination date.

Any HUD-approved exception payment standard amount under the tenant-based voucher program also applies to the project-based voucher program. HUD will not approve a different exception payment standard amount for use in the CBRA program.

Likewise, the CHA may not establish or apply different utility allowance amounts for the CBRA program. The same utility allowance schedule applies to both the tenant-based and community-based voucher programs.

Upon written request by the landlord/owner, the CHA will consider using the FMR or utility allowances in effect during the 30-day period before the start date of the HAP, or redetermination of rent. The landlord/owner must explain the need to use the previous FMRs or utility allowances and include documentation in support of the request. The CHA will review and make a decision based on the circumstances and merit of each request.

In addition to considering a written request from an landlord/owner, the CHA may decide to use the FMR or utility allowances in effect during the 30-day period before the start date of the HAP, or redetermination of rent, if the CHA determines it is necessary due to CHA budgetary constraints.

Redetermination of Rent

The CHA must re-determine the rent to owner upon the landlord/owner's request or when there is a five percent or greater decrease in the published FMR. If the CHA has ownership interests in the project, an independent entity will perform all rent determinations.

Rent Increase

If an landlord/owner wishes to request an increase in the rent to owner from the CHA, it must be requested at the annual anniversary of the HAP contract. The request must be in writing and in the form and manner required by the CHA. The CHA may only make rent increases in accordance with the rent limits described previously. There are no provisions in the CBRA program for special adjustments (e.g., adjustments that reflect increases in the actual and necessary expenses of

Housing Occupancy Plan

CHAPTER 18 – COMMUNITY BASED RENTAL ASSISTANCE PROGRAMS

owning and maintaining the units which have resulted from substantial general increases in real property taxes, utility rates, or similar costs).

An landlord/owner's request for a rent increase must be submitted to the CHA 60 days prior to the anniversary date of the HAP contract, and must include the new rent amount the landlord/owner is proposing.

The CHA may not approve and the owner may not receive any increase of rent to owner until and unless the owner has complied with requirements of the HAP contract, including compliance with HQS. The owner may not receive any retroactive increase of rent for any period of noncompliance.

Rent Decrease

If there is a decrease in the rent to owner, as established in accordance with program requirements such as a change in the FMR or exception payment standard, or reasonable rent amount, the rent to owner must be decreased regardless of whether the landlord/owner requested a rent adjustment.

Notice of Rent Change

The rent to owner is re-determined by written notice by the CHA to the landlord/owner specifying the amount of the re-determined rent. The CHA notice of rent adjustment constitutes an amendment of the rent to owner specified in the HAP contract. The adjusted amount of rent to owner applies for the period of 12 calendar months from the annual anniversary of the HAP contract.

The CHA will provide the landlord/owner with at least 30 days written notice of any change in the amount of rent to owner.

CHA-and/or Affiliate owned Units

For CHA and/or Affiliate -owned CBRA units, the initial rent to owner and the annual redetermination of rent at the anniversary of the HAP contract are determined thru a Rent Comparability Study completed by an independent entity approved by HUD. The CHA must use the rent to owner established by the independent entity not to exceed established payment standards.

D. REASONABLE RENT

At the time the initial rent is established and all times during the term of the HAP contract, the rent to owner for a contract unit may not exceed the reasonable rent for the unit as determined by the CHA.

Housing Occupancy Plan

CHAPTER 18 – COMMUNITY BASED RENTAL ASSISTANCE PROGRAMS

When Rent Reasonable Determinations are Required

The CHA must re-determine the reasonable rent for a unit receiving CBR assistance whenever any of the following occur:

- There is a five percent or greater decrease in the published FMR in effect 60 days before the contract anniversary (for the unit sizes specified in the HAP contract) as compared with the FMR that was in effect one year before the contract anniversary date;
- The CHA approves a change in the allocation of responsibility for utilities between the owner and the tenant;
- The HAP contract is amended to substitute a different contract unit in the same building; or
- There is any other change that may substantially affect the reasonable rent.

How to Determine Reasonable Rent

The reasonable rent of a unit receiving CBRA assistance must be determined by comparison to rent for other comparable unassisted units. When making this determination, the CHA must consider factors that affect market rent. Such factors include the location, quality, size, type and age of the unit, as well as the amenities, housing services maintenance, and utilities to be provided by the owner.

Rent Comparability Study For each unit, the Rent Comparability Study must use at least three comparable units in the private unassisted market. This may include units in the premises or project that is receiving project-based assistance. The analysis must show how the reasonable rent was determined, including major differences between the contract units and comparable unassisted units, and must be retained by the CHA. The Rent Comparability Study may be performed by CHA staff or by another qualified person or entity. Those who conduct these analyses or are involved in determining the housing assistance payment based on the analyses may not have any direct or indirect interest in the property.

CHA and/or Affiliate-owned Units

For CHA and/or Affiliate-owned units, the amount of the reasonable rent must be determined thru a Rent Comparability Study completed by an independent agency approved by HUD in accordance with CBRA program requirements. The independent entity must provide a copy of the determination of reasonable rent for

Housing Occupancy Plan

CHAPTER 18 – COMMUNITY BASED RENTAL ASSISTANCE PROGRAMS

CHA and/or Affiliate-owned units to the CHA and to the HUD field office where the project is located.

Owner Certification of Reasonable Rent

By accepting each monthly housing assistance payment, the owner certifies that the rent to owner is not more than rent charged by the owner for other comparable unassisted units in the premises. At any time, the CHA may require the owner to submit information on rents charged by the owner for other units in the premises or elsewhere.

E. EFFECT OF OTHER SUBSIDY AND RENT CONTROL

In addition to the rent limits discussed above, other restrictions may limit the amount of rent to owner in a CBRA unit. In addition, certain types of subsidized housing are not even eligible to receive CBR assistance.

Other Subsidy

At its discretion, a CHA may reduce the initial rent to owner because of other governmental subsidies, including tax credit or tax exemption, grants, or other subsidized financing.

For units receiving assistance under the HOME program, rents may not exceed rent limits as required by that program.

For units in any of the following types of federally subsidized projects, the rent to owner may not exceed the subsidized rent (basic rent) or tax credit rent as determined in accordance with requirements for the applicable federal program:

- An insured or non-insured Section 236 project;
- A formerly insured or non-insured Section 236 project that continues to receive Interest Reduction Payment following a decoupling action;
- A Section 221(d)(3) below market interest rate (BMIR) project;
- A Section 515 project of the Rural Housing Service;
- A project receiving low-income housing tax credits;
- Any other type of federally subsidized project specified by HUD.

Housing Occupancy Plan

CHAPTER 18 – COMMUNITY BASED RENTAL ASSISTANCE PROGRAMS

Combining Subsidy

Rent to owner may not exceed any limitation required to comply with HUD subsidy layering requirements.

Rent Control

In addition to the rent limits set by CBRA program regulations, the amount of rent to owner may also be subject to rent control or other limits under local, state, or federal law.

PART IX: PAYMENTS TO OWNER:

A. HOUSING ASSISTANCE PAYMENTS

During the term of the HAP contract, the CHA must make housing assistance payments to the owner in accordance with the terms of the HAP contract. During the term of the HAP contract, payments must be made for each month that a contract unit complies with HQS and is leased to and occupied by an eligible family. The housing assistance payment must be paid to the owner on or about the twentieth day of the month for which payment is due, unless the landlord/owner and the CHA agree on a later date.

Except for discretionary vacancy payments, the CHA may not make any housing assistance payment to the owner for any month after the month when the family moves out of the unit (even if household goods or property are left in the unit).

The amount of the housing assistance payment by the CHA is the rent to owner minus the tenant rent (total tenant payment minus the utility allowance).

In order to receive housing assistance payments, the owner must comply with all provisions of the HAP contract. Unless the owner complies with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.

B. VACANCY PAYMENTS

If an assisted family moves out of the unit, the owner may keep the housing assistance payment for the calendar month when the family moves out. However, the owner may not keep the payment if the CHA determines that the vacancy is the landlord/owner's fault.

Housing Occupancy Plan

CHAPTER 18 – COMMUNITY BASED RENTAL ASSISTANCE PROGRAMS

If the CHA determines that the landlord/owner is responsible for a vacancy and, as a result, is not entitled to keep the housing assistance payment, the CHA will notify the landlord/owner of the amount of housing assistance payment that the owner must repay. If an assisted family vacates the contract unit leased by family, upon written request from the landlord/owner, CHA agrees to continue Housing Assistance Payments at 80 percent of the contract rent to the owner from the date the tenant moves out to the end of that month, plus 30 days (not to exceed 60 days).

At the discretion of the CHA, the HAP contract may provide for vacancy payments to the owner. The CHA may only make vacancy payments if:

- The landlord/owner gives the CHA prompt, written notice certifying that the family has vacated the unit and identifies the date when the family moved out (to the best of the landlord/owner's knowledge);
- The owner certifies that the vacancy is not the fault of the landlord/owner and that the unit was vacant during the period for which payment is claimed;
- The landlord/owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and
- The landlord/owner provides any additional information required and requested by the CHA to verify that the owner is entitled to the vacancy payment.

The landlord/owner must submit a request for vacancy payments in the form and manner required by the CHA and must provide any information or substantiation required by the CHA to determine the amount of any vacancy payment.

Deadline for Requesting Reimbursement for Vacancy Loss

To receive the vacancy payment described above, the landlord/owner must submit a written request to CHA no later than two calendar quarters following the calendar quarter in which the vacancy occurred.

C. TENANT RENT TO OWNER

The tenant rent is the portion of the rent to owner paid by the family. The amount of tenant rent is determined by the CHA in accordance with HUD requirements. Any changes in the amount of tenant rent will be effective on the date stated in the CHA notice to the family and landlord/owner.

Housing Occupancy Plan

CHAPTER 18 – COMMUNITY BASED RENTAL ASSISTANCE PROGRAMS

The family is responsible for paying the tenant rent (total tenant payment minus the utility allowance). The amount of the tenant rent determined by the CHA is the maximum amount the owner may charge the family for rental of a contract unit. The tenant rent covers all housing services, maintenance, equipment, and utilities to be provided by the owner. The landlord/owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the CHA. The owner must immediately return any excess payment to the tenant.

Tenant and CHA Responsibilities

The family is not responsible for the portion of rent to owner that is covered by the housing assistance payment and the landlord/owner may not terminate the tenancy of an assisted family for nonpayment by the CHA.

Likewise, the CHA is responsible only for making the housing assistance payment to the owner in accordance with the HAP contract. The CHA is not responsible for paying tenant rent, or any other claim by the owner, including damage to the unit. The CHA may not use housing assistance payments or other program funds (including administrative fee reserves) to pay any part of the tenant rent or other claim by the owner.

Utility Reimbursements

If the amount of the utility allowance exceeds the total tenant payment, the CHA must pay the amount of such excess to the tenant as a reimbursement for tenant-paid utilities, and the tenant rent to the owner must be zero.

The CHA may pay the utility reimbursement directly to the family or to the utility supplier on behalf of the family. If the CHA chooses to pay the utility supplier directly, the CHA must notify the family of the amount paid to the utility supplier.

Utility Allowances

In general, CHA shall use the same utility allowance in the Community Based Rental Assistance Program as it uses for tenant-based assistance. An owner with energy efficient units may submit a written request to the Director that a project-specific utility allowance be substituted for the tenant-based programs' utility allowance schedule, based on a written estimate from the local public utilities providers of the likely consumption of utilities for that building based on specific energy efficient features of the building. Once a utility company estimate is used, it must be updated at least annually. CHA will not approve a rent increase for a property without a new written estimate of likely utility consumption from the local public utility.

Housing Occupancy Plan

CHAPTER 18 – COMMUNITY BASED RENTAL ASSISTANCE PROGRAMS

The CHA must review its utility allowance within twelve months of the most recent review. If the utility rates change by at least ten percent, the CHA must change its utility allowance schedule.

D. OTHER FEES AND CHARGES

Meals and Supportive Services

With the exception of CBR assistance in assisted living developments, the owner may not require the tenant to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy.

In assisted living developments receiving CBR assistance, the owner may charge for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of the reasonable rent. However, non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.

Other Charges by Owner

The owner may not charge extra amounts for items customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants in the premises.

INTRODUCTION

This chapter describes the CHA's policies for the recovery of monies which have been overpaid for families, and to owners. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is the CHA's policy to meet the informational needs of owners and families, and to communicate the program rules in order to avoid owner and family debts. Before a debt is assessed against a family or owner, the file must contain documentation to support the CHA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the owner, the family or other interested parties.

When families and/or owners owe money to the CHA, the CHA will make every effort to collect it. The CHA will use a variety of collection tools to recover debts including, but not limited to:

- Requests for lump sum payments
- Civil suits
- Payment agreements
- Abatements
- Reductions in HAP to owner (Section 8 Only)

A. RE-PAYMENT AGREEMENT FOR FAMILIES

A Re-Payment Agreement as used in this Plan is a document entered into between the CHA and a person who owes a debt to the CHA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of payment, any special provisions of the agreement, and the remedies available to the CHA upon default of the agreement.

CHA may decline to enter into a re-payment agreement with a family when;

- The family has an existing re-payment agreement with CHA for the same offense or if the second offense relates to unreported Household income
- The CHA has determined that the family has committed program fraud or;
- The CHA has determined that the debt owed by the family cannot be repaid within an 18 month period from effective date of payment agreement. However, at the sole discretion of a member of management, the payment agreement

Housing Occupancy Plan

CHAPTER 19 – DEBTS OWED TO THE CHA

terms may be extended to a maximum of twenty-four (24) months from effective date of re-payment agreement.

Terms and Conditions of Payment Agreement

The CHA will set the terms and conditions of the re-payment agreement.

Payment Agreement Execution

The CHA will only enter into a re-payment agreement with the Head of Household.

Terms

The payment agreement terms shall be for a period not to exceed 18 months. However, at the sole discretion of a member of management, the payment agreement terms may be extended to a maximum of 24 months from the effective date of the payment agreement.

When Payment Is Due

The first payment shall always be due on the first day of the month following the effective day of the re-payment agreement.

Payments shall be due and payable on the first day of the month and will be considered late if not paid by the fifth day of the month.

Payment Default

If payments are received past the twentieth day of the month more than (2) times within a twelve month period, the re-payment agreement will be considered in default and payment in full will be required. Where a re-payment agreement is considered to be in default, the CHA may terminate assistance and/or pursue any available remedy including filing civil action to collect the total amount owed.

Monthly Payment Amounts /Terms

The monthly payments will be determined by dividing the total amount due by the total number of months the CHA affords the family to pay.

Housing Occupancy Plan

CHAPTER 19 – DEBTS OWED TO THE CHA

<u>Amount Owed</u>	<u>Period to Repay</u>	<u>Monthly Payments</u>
\$ 0 - \$ 999	1-6 months	\$ 15.00 - \$167.00
\$1,000 –\$1,999	7- 10 months	\$143.00 - \$200.00
\$2,000 –\$2,999	1-15 months	\$182.00 - \$200.00
\$3,000 – \$3,999	16 – 18 months	\$188.00 - \$222.00

WITH MANAGEMENT APPROVAL

<u>Amount Owed</u>	<u>Period to Repay</u>	<u>Monthly Payments</u>
\$4,000 – \$4,499	19- 21 months	\$211.00 - \$214.00
\$4,500 – \$5,000	22-24 months	\$205.00 - \$208.00

Where CHA determines that the amount owed by a Participant family exceeds \$5,000.00 the CHA will not enter into a re-payment agreement.

Participants who default more than 2 times during the term of the repayment agreement may be subject to termination of assistance.

Cashier's check or money order

The CHA will accept payment in the form of cashier's check or money order only. No personal checks or cash shall be accepted as payment.

Hardship

(See Appendix P : Hardship Policy)

Transfer of payment agreement

Where the head of Household relinquishes the housing assistance to an adult member of the Household the debt may be transferred to the remaining adult Household member. A few agreements will be required for the remaining family member.

Housing Occupancy Plan

CHAPTER 19 – DEBTS OWED TO THE CHA

Termination of Assistance / Referrals

The CHA will pursue termination of assistance or refer cases to the Inspector General of the U. S. Department of Housing and Urban Development, the U.S. Attorney, the County Prosecutor or the City Attorney, or seek any other available civil remedies against the Participant where the CHA has determined the Participant has committed fraud or where any debt due to the CHA has been determined to be in excess of \$5,000.00

Request to move where a re-payment agreement exists

The CHA will not approve a family move while a re-payment agreement debt is in default (not current) unless:

1. The family size has exceeded the minimum occupancy standards;
2. The HAP contract has been terminated due to owner non-compliance or where the owner has opted out of the contract (Section 8 only);
3. The move is the result of an approved reasonable accommodations request;
4. The move is the result of domestic violence or VAWA along with verifiable proof from a police report, court restraining order or authorization to do so by other reliable legal entity the CHA considers.

Request for grievance

Under this policy as it relates to “Re-Payment Agreements”, the family may request a grievance for the following reasons:

1. The CHA refuses to enter into a re-payment agreement
2. The family is in default of a re-payment agreement and has been denied a hardship exception
3. CHA has moved to terminate assistance for default under an existing re-payment agreement
4. CHA refuses to enter into an additional agreement where an existing “Re-Payment Agreement” has not been satisfied in full
5. The family has requested to move to another unit while in default under the terms of an existing re-payment agreement

Housing Occupancy Plan

CHAPTER 19 – DEBTS OWED TO THE CHA

B. SECTION EIGHT OWNER DEBTS TO THE CHA (Section 8 Only)

If the CHA determines that the owner has retained housing assistance or claim payments the owner is not entitled to, the CHA may reclaim the amounts from future housing assistance or claim payments owed the owner for any units under contract.

If future housing assistance or claim payments are insufficient to reclaim the amounts owed, the CHA will:

- Enter into a payment agreement with the owner for the amount owed;
- Demand payment in full within (30) calendar days from date of CHA notice;
- Pursue collections through the local court system;
- Restrict the owner from future participation.

C. WRITING OFF DEBTS

Debts that have not been collected may be written off quarterly after the day the debt was determined to be owed by the CHA or quarterly from the date of the last payment.

INTRODUCTION

The informal hearing requirements defined in HUD regulation are applicable to participating families who disagree with an action, decision, or inaction of the CHA. This chapter describes the policies, procedures and standards to be used when families disagree with a CHA decision. The procedures and requirements are explained for preference denial meetings, informal reviews and grievances. It is the policy of the CHA to ensure that all families have the benefit of all protections due to them under the law.

A. COMPLAINTS TO THE CHA

The CHA will respond promptly to complaints from families, owners, employees, and members of the public. All complaints will be documented. The CHA will require that complaints be put in writing.

The CHA hearing procedures will be provided to families in the briefing/move-in packet.

Categories of Complaints

Complaints from Families: If a family disagrees with an action or inaction of the CHA or owner.

Complaints from Owners (Section 8 Only): If an owner disagrees with an action or inaction of the CHA or a family.

Complaints from Staff: If a staff person reports an owner or family either violating or not complying with program rules, the complaint will be referred to the Program coordinator.

Complaints from the General Public: Complaints or referrals from persons in the community in regard to the CHA, a family or an owner.

B. INFORMAL REVIEW PROCEDURES FOR APPLICANTS

Reviews are not provided for applicants who are denied assistance before the effective date of the contract. The exception is that when an applicant is denied assistance for citizenship or eligible immigrant status, the applicant is entitled to an informal review.

Housing Occupancy Plan

CHAPTER 20 – COMPLAINTS, INFORMAL REVIEWS, AND INFORMAL HEARINGS

When the CHA determines that an applicant is ineligible for the program, the family must be notified of their ineligibility in writing. The notice must contain:

- The reason(s) they are ineligible,
- The procedure for requesting a review if the applicant does not agree with the decision and
- The time limit for requesting a review.

When denying admission for criminal activity as shown by a criminal record, the CHA will provide the subject of the record and the applicant with contact information on how to request a copy of the criminal record upon which the decision to deny was based.

The CHA must provide applicants with the opportunity for an informal review of decisions denying:

- Listing on the CHA's waiting list
- Issuance of a voucher (Section 8 Only)
- Participation in the program
- Assistance under portability procedures

Informal reviews are not required for established policies and procedures and CHA determinations such as:

- Discretionary administrative determinations by the CHA
- General policy issues or class grievances
- A determination of the family unit size under the CHA subsidy standards
- Refusal to extend or suspend a voucher (Section 8 Only)
- A CHA determination not to grant approval of the tenancy
- Determination that unit is not in compliance with HQS (Section 8 Only)
- Determination that unit is not in accordance with HQS due to family size or composition (Section 8 Only)

Procedure for Informal Review

The applicant must request an informal review in writing, by the close of the business day, no later than ten (10) days from the date of the CHA's notification of denial of assistance. The informal review will be conducted within thirty (30) days from the date the request is received.

Housing Occupancy Plan

CHAPTER 20 – COMPLAINTS, INFORMAL REVIEWS, AND INFORMAL HEARINGS

The informal review may not be conducted by the person who made or approved the decision under review, nor a subordinate of such person.

The review may be conducted by a staff person who is at the Program coordinator level or above or a CHA designee.

The applicant will be given the option of presenting oral or written objections to the decision. Both the CHA and the family may present evidence and witnesses. The family may use an attorney or other representative to assist them at their own expense.

A notice of the review findings will be provided in writing to the applicant within seven (7) calendar days after the review. It shall include the decision of the review officer, and an explanation of the reasons for the decision.

All requests for a review, supporting documentation, and a copy of the final decision will be retained in the family's file.

C. INFORMAL HEARING PROCEDURES (Section 8 Only, for Public Housing See Appendix B)

When the CHA makes a decision regarding the eligibility and/or the amount of assistance, Participants must be notified in writing. The CHA will give the family prompt notice of such determinations which will include:

- The proposed action or decision of the CHA;
- The date the proposed action or decision will take place;
- The family's right to an explanation of the basis for the CHA's decision.
- The procedures for requesting a hearing if the family disputes the action or decision;
- The time limit for requesting the hearing.
- When terminating assistance for criminal activity as shown by a criminal record, the CHA will provide the subject of the record and the tenant/Participant with contact information on how to request a copy of the criminal record upon which the decision to terminate was based.

The CHA must provide Participants with the opportunity for an informal hearing for decisions related to any of the following CHA determinations:

- Determination of the family's annual or adjusted income and the computation of the housing assistance payment/total tenant payment

Housing Occupancy Plan

CHAPTER 20 – COMPLAINTS, INFORMAL REVIEWS, AND INFORMAL HEARINGS

- Appropriate utility allowance used from schedule
- Family unit size determination under CHA subsidy standards
- Determination to terminate assistance for any reason.
- Determination to terminate a family's FSS contract, withholds supportive services, or propose forfeiture of the family's escrow account.

The CHA must always provide the opportunity for an informal hearing before termination of assistance.

- Informal hearings are not required for established policies and procedures and CHA determinations such as:
 - Discretionary administrative determinations by the CHA
 - General policy issues or class grievances
 - Establishment of the CHA schedule of utility allowances for families in the program
 - A CHA determination not to approve an extension or suspension of a voucher term (Section 8 Only)
 - A CHA determination not to approve a unit or Lease
 - A CHA determination that an assisted unit is not in compliance with HQS /UPCS (CHA must provide hearing for family breach of HQS/UPCS because that is a family obligation determination)
 - A CHA determination that the unit is not in accordance with HQS/UPCS because of the family size
 - A CHA determination to exercise or not exercise any right or remedy against the owner under a HAP contract (Section 8 Only)

Notification of Hearing

It is the CHA's objective to resolve disputes at the lowest level possible, and to make every effort to avoid the most severe remedies. However, if this is not possible, the CHA will ensure that Participants will receive all of the protections and rights afforded by the law and the regulations.

The Participant must request an informal hearing in writing, by the close of the business day, no later than ten (10) days from the date of the CHA's notification of termination of assistance. Once the request for an informal hearing is received by the CHA from the participant, an informal hearing will be scheduled for a date that is no more than thirty (30) days from the date the request for hearing was received by the CHA.

Housing Occupancy Plan

CHAPTER 20 – COMPLAINTS, INFORMAL REVIEWS, AND INFORMAL HEARINGS

The notification of hearing will contain:

- The date and time of the hearing
- The location where the hearing will be held
- The family's right to bring evidence, witnesses, legal or other representation at the family's expense
- The right to view any documents or evidence in the possession of the CHA upon which the CHA based the proposed action and, at the family's expense, to obtain a copy of such documents prior to the hearing.
- A notice to the family that the CHA will request a copy of any documents or evidence the family will use at the hearing.

Families have the right to:

- Present written or oral objections to the CHA's determination.
- Examine the documents in the file which are the basis for the CHA's action, and all documents submitted to the Hearing Officer;
- Copy any relevant documents at their expense;
- Present any information or witnesses pertinent to the issue of the hearing;
- Request that CHA staff be available or present at the hearing to answer questions pertinent to the case; and
- Be represented by legal counsel, advocate, or other designated representative at their own expense.

In addition to other rights contained in this Chapter, the CHA has a right to:

- Present evidence and any information pertinent to the issue of the hearing;
- Be notified if the family intends to be represented by legal counsel, advocate, or another party;
- Examine and copy any documents to be used by the family prior to the hearing;
- Have its attorney present; and
- Have staff persons and other witnesses familiar with the case present.

The informal hearing shall be conducted by the Hearing Officer(s) appointed by the CHA who is neither the person who made or approved the decision, nor a subordinate of that person. The CHA appoints hearing officers who:

- Are CHA management or a CHA designee

Housing Occupancy Plan

CHAPTER 20 – COMPLAINTS, INFORMAL REVIEWS, AND INFORMAL HEARINGS

The hearing shall concern only the issues for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

No documents may be presented which have not been provided to the other party before the hearing if requested by the other party. "Documents" includes records and regulations.

The Hearing Officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision.

The Hearing Officer will determine whether the action, inaction or decision of the CHA is legal in accordance with HUD regulations and this plan based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

A notice of the hearing findings shall be provided in writing to the CHA and the family within seven (7) days and shall include:

- A clear summary of the decision and reasons for the decision;
- If the decision involves money owed, the amount owed;
- The date the decision goes into effect.

The CHA is not bound by hearing decisions:

- Which concern matters in which the CHA is not required to provide an opportunity for a hearing;
- Which conflict with or contradict to HUD regulations or requirements;
- Which conflict with or contradict Federal, State or local laws; or
- Which exceeds the authority of the person conducting the hearing.

The CHA shall send a letter to the Participant if it determines the CHA is not bound by the Hearing Officer's determination within seven (7) days. The letter shall include the CHA's reasons for the decision.

All requests for a hearing, supporting documentation, and a copy of the final decision will be retained in the family's file.

Housing Occupancy Plan

CHAPTER 20 – COMPLAINTS, INFORMAL REVIEWS, AND INFORMAL HEARINGS

D. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS"

Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal.

Assistance to a family may not be terminated or denied while the CHA hearing is pending but assistance to an applicant may be delayed pending the CHA hearing.

INS Determination of Ineligibility

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, the CHA notifies the applicant or Participant within ten days of their right to appeal to the INS within thirty (30) days or to request an informal hearing with the CHA either in lieu of or subsequent to the INS appeal.

If the family appeals to the INS, they must give the CHA a copy of the appeal and proof of mailing or the CHA may proceed to deny or terminate. The time period to request an appeal may be extended by the CHA for good cause.

The request for a CHA hearing must be made within ten (10) days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within ten (10) days of receipt of that notice.

After receipt of a request for an informal hearing, the hearing is conducted as described in this chapter for both applicants and Participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members the CHA will:

- Deny the applicant family
- Defer termination if the family is a Participant and qualifies for deferral
- Terminate the Participant if the family does not qualify for deferral

If there are eligible members in the family, the CHA will offer to prorate assistance or give the family the option to remove the ineligible members.

All other complaints related to eligible citizen/immigrant status:

- If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family

Housing Occupancy Plan

CHAPTER 20 – COMPLAINTS, INFORMAL REVIEWS, AND INFORMAL HEARINGS

members fail to provide, the family will be denied or terminated for failure to provide.

- Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination.
- Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of tenant rent and Total Tenant Payment.
- **Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.**

E. APPEAL PROCEDURES FOR LANDLORDS / OWNERS (Section 8 Only)

Written Notice Requirement

- If the landlord does not agree with CHA's actions regarding an inspection or termination of a HAP contract for criminal activity the CHA will afford the landlord the opportunity to submit written objection to the CHA. Any objections to a CHA decision relating to a CHA inspection must be in writing and must be received by the CHA within (10) business days of the CHA actions taken or date of CHA notice of proposed actions (whichever date is later).
- The written objection must clearly identify the actions or inactions on the part of CHA, must identify the landlord/owner of the property, must include accurate contact information (mailing address/ email address and telephone number) for landlord/owner, must include the name(s) and address of tenant in question and must include a brief description of why the landlord/owner objects to CHA's actions or inactions.

CHA Review Procedure

The written objection will be reviewed by the Section 8 Director or designee who shall render a written decision either in support of the appeal or in support of the CHA's action or inaction.

Housing Occupancy Plan

CHAPTER 20 – COMPLAINTS, INFORMAL REVIEWS, AND INFORMAL HEARINGS

- CHA Initial Decision
- A written decision shall be rendered within ten (10) business days of receipt.
- If the CHA decision is to support the appeal the CHA will make every effort to correct the action or inaction prior to the first of the month following the written decision.
- If the CHA decision is to support the initial action or inaction on the part of CHA, no further action is required on the part of CHA. Instructions will be provided in the written decision on what actions the landlord/owner may take for reconsideration at a higher level.

Landlord Request for Reconsideration/Continued Appeal

- If the landlord/owner does not agree with the written decision received at initial level the landlord/owner may appeal to the next highest official within the CHA Operations Division. The landlord/owner must follow the instructions provided in the initial written response from CHA in order to have the matter reviewed by the Chief Operations Officer or designee.

CHA Final Decision

- The Chief Operations Officer or designee shall render a written decision either in support of the appeal or in support of the CHA's action or inaction. A written decision shall be rendered within ten (10) business days of receipt.
- Written decision at this level will be final as it relates to CHA. However, if the landlord/owner still feels that the CHA's actions or inactions were not justified, the landlord/owner may obtain legal counsel to pursue the matter via the courts.

F. MITIGATING CIRCUMSTANCES FOR APPLICANTS/PARTICIPANTS WITH DISABILITIES

When applicants are denied placement on the waiting list, or the CHA is terminating assistance, the family will be informed that presence of a disability may be considered as a mitigating circumstance during the informal review/hearing process.

INTRODUCTION

CHA, through its Moving Forward Initiatives, may expand housing choices for residents through innovative options that may not be consistent with the current housing choice voucher or public housing programs of the CHA.

These innovative programs may deviate from provisions within the Housing Occupancy Plan to allow the CHA to use its MTW authority to the fullest extent. Possible waivers from policy include but are not limited to, admission selection criteria, program eligibility criteria, pet policy, work requirement, rent reform and lease term. All deviations from the Housing Occupancy Plan that may be requested by community and/or service partners must have written approval from the Charlotte Housing Authority prior to implementation.

A. SINGLE ROOM OCCUPANCY HOUSING

The CHA may elect to provide Single Room Occupancy (SRO) units in its program. The requested housing type must be approvable by all other HUD standards

The CHA may use a separate Lease and Housing Assistance Payment (HAP) Contract (if applicable) for each assisted person residing in a SRO.

SRO PAYMENT STANDARD

The CHA SRO payment standard and eligible PEL shall be the maximum allowed by HUD for this type of housing. While an assisted person resides in SRO housing, the SRO payment standard must be used to calculate the housing assistance payment.

UTILITY ALLOWANCE

The utility allowance for an assisted person residing in SRO housing will follow the HUD approved rent percentage for HUD approved bedroom standard utility allowance or as required by regulation.

HOUSING QUALITY STANDARDS

The CHA will ensure that all SRO units approved for the program are in compliance with the Housing Quality Standards for SROs as required by federal law.

Housing Occupancy Plan

CHAPTER 21 – SPECIAL HOUSING TYPES

B. PROVIDER BASED ASSISTANCE

Formerly the Workforce Initiative for Supportive Housing, CHA has restructured this initiative as a Section 8 based voucher program. The goal is to partner with the community in order to provide voucher assistance to those working with families in self-sufficiency programs. CHA may create a Provider-Based Voucher Program. These vouchers will be provided to non-profit partner agencies that use the vouchers to rent units throughout the city for participants in their self-sufficiency programs. The vouchers will provide a “shallow subsidy”, which will be a set amount based on bedroom size. The total rent paid for units with Provider-Based Vouchers will not exceed 120% FMR.

The vouchers are conditioned upon the provision of adequate services. The program will be targeted to families with incomes less than 30% of AMI. The families will have an administrative appeals process following Section 8 regulations if a family wishes to challenge the standards applied by the CHA. CHA will monitor the program through an agreement with our partner and annual monitoring of HQS standards, participants and rents.

This program is anticipated to achieve greater cost efficiency by partnering with the community organization and utilizing our partners’ funds for service provision. The case management ratio and services provided may be greater than CHA is able to provide on its own.

C. SUPPORTIVE HOUSING

CHA’s goal is to be a leader in the development of affordable housing solutions in Charlotte and Mecklenburg County. A crucial part of this role is to assist in the creation of additional supportive housing options for persons with special needs, including but not limited to homeless, disabled, and other special needs persons and families.

In support of these partnerships, CHA may allow waivers from the Housing Occupancy Policy which conflict with the supportive housing programs operations. The intent of these waivers is to minimize the conflict between the supportive housing programs operations and the public housing or community based rental assistance programs.

Housing Occupancy Plan

CHAPTER 21 - SPECIAL HOUSING TYPES

D. OTHER INNOVATIVE HOUSING PROGRAMS

The CHA may consider additional housing programs not described above to provide affordable housing opportunities to residents. These innovative programs may deviate from provisions within the Housing Occupancy Plan to allow the CHA to use its MTW authority to the fullest extent. Possible waivers from policy include but are not limited to, admission selection criteria, program eligibility criteria, pet policy, work requirement, rent reform and lease term. All deviations from the Housing Occupancy Plan that may be requested by community and/or service partners must have written approval from the Charlotte Housing Authority prior to implementation. These innovative programs will be available for public review and comment as they are added to the agency's MTW annual plan.

INTRODUCTION

The U.S. Department of HUD conservatively estimates that 200 million dollars is paid annually to program Participants who falsify or omit material facts in order to gain more rental assistance than they are entitled to under the law. HUD further estimates that 12% of all HUD-assisted families are either totally ineligible, or are receiving benefits which exceed their legal entitlement.

The CHA is committed to assuring that the proper level of benefits are paid to all participating families, and that housing resources reach only income-eligible families so that program integrity can be maintained.

The CHA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This chapter outlines the CHA's policies for the prevention, detection and investigation of program abuse and fraud.

A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

Under no circumstances will the CHA undertake an inquiry or an audit of a participating family arbitrarily. The CHA's expectation is that participating families will comply with HUD requirements, provisions of the voucher, and other program rules. The CHA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, the CHA has a responsibility to HUD, to the Community, and to eligible families in need of housing assistance, to monitor Participants and owners for compliance and, when indicators of possible abuse come to the CHA's attention, to investigate such claims.

The CHA will initiate an investigation of a participating family only in the event of one or more of the following circumstances:

- **Referrals, Complaints, or Tips.** The CHA will follow up on referrals from other agencies, companies or persons which are received by mail, by telephone or in person, which allege that a family is in non-compliance with, or otherwise violating the family obligations or any other program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the family's file.

Housing Occupancy Plan

CHAPTER 22 – PROGRAM INTEGRITY

- **Internal File Review.** A follow-up will be made if CHA staff discovers (as a function of a certification or recertification, an interim re-determination, or a quality control review), information or facts which conflict with previous file data, the CHA's knowledge of the family, or is discrepant with statements made by the family.
- **Verification of Documentation.** A follow-up will be made if the CHA receives independent verification or documentation which conflicts with representations in the family's file (such as public record information or credit bureau reports, reports from other agencies).

B. STEPS THE CHA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD

The CHA management and staff will utilize various methods and practices (listed below) to prevent program abuse, non-compliance, and willful violations of program rules by applicants and participating families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by families.

- **Participant Counseling.** The CHA will routinely provide Participant counseling as a part of every recertification interview in order to clarify any confusion pertaining to program rules and requirements.
- **Review and explanation of Forms.** Staff will explain all required forms and review the contents of all recertification documents prior to signature.
- **Use of Instructive Signs and Warnings.** Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse
- **Participant Certification.** All family representatives will be required to sign a "Participant Certification" form, as contained in HUD's Participant Integrity Program Manual.

C. STEPS THE CHA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD

The CHA Staff will maintain a high level of awareness to indicators of possible abuse and fraud by assisted families.

- **Quality Control.** The CHA will conduct document reviews on the following:
 - a. Between 10% and 20% of all recertifications

Housing Occupancy Plan

CHAPTER 22 – PROGRAM INTEGRITY

- b. Up to 10% of all inspections (including unit turns)
 - c. Up to 5% of all work order request
 - d. Between 10% and 20% of all transfers
 - e. Between 10% and 20% of all executed HAP contracts
 - f. Between 10% and 100% of all incoming portables
 - g. Between 10% and 100% of all outgoing portables
 - h. Between 10% and 100% of all approved rent increases
- **Observation.** The CHA Management and Occupancy Staff (to include inspection personnel) will maintain high awareness of circumstances which may indicate program abuse or fraud, such as unauthorized persons residing in the Household and unreported income.
 - **Public Record Bulletins** may be reviewed by Management and Staff.
 - **State Wage Data Record Keepers.** Inquiries to State Wage and Employment record keeping agencies as authorized under Public Law 100-628, the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made annually in order to detect unreported wages or unemployment compensation benefits.
 - **Credit Bureau Inquiries.** Credit Bureau inquiries may be conducted (with approval from the Participant when required) in the following circumstances:
 - a. When CHA receives an allegation (internal or external) of under reported or unreported income;
 - b. When a Participant’s expenditures or assets noticeably exceed the family’s income

D. THE CHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD

The CHA staff will encourage all participating families to report suspected abuse to the Compliance officer. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the Participant's file. All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up. The Compliance officer will not follow up on allegations which are vague or otherwise non-specific. They will only review allegations which contain one or more independently verifiable facts.

Housing Occupancy Plan

CHAPTER 22 – PROGRAM INTEGRITY

File Review. An internal file review will be conducted to determine:

- If the subject of the allegation is a client of the CHA and, if so, to determine whether or not the information reported has been previously disclosed by the family.

It will then be determined if the HA is the most appropriate agency to do a follow-up on the allegations rather than police or social services. Any file documentation of past behavior as well as corroborating complaints will be evaluated.

Conclusion of Preliminary Review. If at the conclusion of the preliminary file review there is/are fact(s) contained in the allegation which conflict with file data, and the fact(s) are independently verifiable, the Compliance officer will initiate an investigation to determine if the allegation is true or false.

E. HOW THE CHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD

If the CHA determines that an allegation or referral warrants follow-up, the CHA compliance officer will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include, but are not limited to, the items listed below. In all cases, the CHA will secure the written authorization from the program Participant for the release of information.

- *Credit Bureau Inquiries.* In cases involving previously unreported income sources, a CBI inquiry may be made to determine if there is financial activity that conflicts with the reported income of the family.
- *Verification of Credit.* In cases where the financial activity conflicts with file data, a Verification of Credit form may be mailed to the creditor in order to determine the unreported income source.
- *Employers and Ex-Employers.* Employers or ex-employers may be contacted to verify wages which may have been previously undisclosed or misreported.
- *Neighbors/Witnesses.* Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to the CHA's review.
- *Other Agencies.* Investigators, case workers or representatives of other benefit agencies may be contacted.
- *Public Records.* If relevant, the CHA will review public records kept in any jurisdictional courthouse. Examples of public records which may be checked are: real estate, marriage, divorce, uniform commercial code financing statements,

Housing Occupancy Plan

CHAPTER 22 – PROGRAM INTEGRITY

voter registration, judgments, court or police records, state wage records, utility records and postal records.

- *Interviews with Head of Household or Family Members.* The CHA will discuss the allegation (or details thereof) with the Head of Household or family member by scheduling an appointment at the appropriate CHA office. A high standard of courtesy and professionalism will be maintained by the CHA staff person who conducts such interviews. Under no circumstances will inflammatory language, accusation, or any unprofessional conduct or language be tolerated by the management. If possible, an additional staff person will attend such interviews.

F. PLACEMENT OF DOCUMENTS, EVIDENCE, AND STATEMENTS OBTAINED BY THE CHA

Documents and other evidence obtained by the CHA during the course of an investigation will be considered "work product" and will be kept in the Participant's file. Such cases under review will not be discussed among CHA Staff unless they are involved in the process, or have information which may assist in the investigation.

G. CONCLUSION OF THE CHA'S INVESTIGATIVE REVIEW

At the conclusion of the investigative review, the reviewer will report the findings to the Section 8 Director or Regional Property Manager. It will then be determined whether a violation has occurred, a violation has not occurred, or if the facts are inconclusive.

H. EVALUATION OF THE FINDINGS

If it is determined that a program violation has occurred, the CHA will review the facts to determine:

- The type of violation (procedural, non-compliance, fraud).
- Whether the violation was intentional or unintentional.
- What amount of money (if any) is owed by the family.
- If the family is eligible for continued occupancy.

I. ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED

Once a program violation has been documented, the CHA will propose the most appropriate remedy based upon the type and severity of the violation.

Housing Occupancy Plan

CHAPTER 22 – PROGRAM INTEGRITY

1. **Procedural Non-compliance.** This category applies when the family "fails to" observe a procedure or requirement of the CHA, but does not misrepresent a material fact, and there is no retroactive assistance payments owed by the family.
 - Examples of non-compliance violations are:
 - Failure to appear at a pre-scheduled appointment.
 - Failure to return verification in time period specified by the CHA.
2. **Procedural Non-compliance - Overpaid Assistance.** When the family owes money to the CHA for failure to report changes in income or assets, the CHA will issue a Notification of Overpayment of Assistance. This Notice will contain the following:
 - A description of the violation and the date(s).
 - Any amounts owed to the CHA.
 - A ten (10) day response period.
 - The right to disagree and to request an informal hearing with instructions for the request of such hearing.
 - a) Participant Fails to Comply with CHA's Notice. If the Participant fails to comply with the CHA's notice, and a family obligation has been violated, the CHA will initiate termination of assistance.
 - b) Participant Complies with CHA's Notice. When a family complies with the CHA's notice, the staff person responsible will meet with him/her to discuss and explain the Family Obligation or program rule which was violated.
3. **Intentional Misrepresentations.** When a Participant falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an overpayment of housing assistance by the CHA, the CHA will evaluate whether or not:
 - The Participant had knowledge that his/her actions were wrong, and
 - The Participant willfully violated the family obligations or the law.

Knowledge that the action or inaction was wrong. This will be evaluated by determining if the Participant was made aware of program requirements and prohibitions. The Participant's signature on various certification, briefing

Housing Occupancy Plan

CHAPTER 22 – PROGRAM INTEGRITY

certificate, Personal Declaration and Things You Should Know are adequate to establish knowledge of wrong-doing.

The Participant willfully violated the law. Any of the following circumstances will be considered adequate to demonstrate willful intent:

- (a) An admission by the Participant of the misrepresentation.
- (b) That the act was done repeatedly.
- (c) If a false name or Social Security Number was used.
- (d) If there were admissions to others of the illegal action or omission.
- (e) That the Participant omitted material facts which were known to him/her (e.g., employment of self or other Household member).
- (f) That the Participant falsified, forged or altered documents.
- (g) That the Participant uttered and certified to statements at an interim (re) determination which were later independently verified to be false.

4. Dispositions of Cases Involving Misrepresentations. In all cases of misrepresentations involving efforts to recover monies owed, the CHA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

- (a) Criminal Prosecution: If the CHA has established criminal intent, and the case meets the criteria for prosecution. The CHA may turn the matter to its attorneys.
- (b) Administrative Remedies: The CHA may:
 - Terminate assistance.

Note: In cases of misrepresentation resulting in the family owing a sum greater than \$5,000.00 to the CHA, the CHA will turn the matter over to its attorneys and terminate assistance.

5 Notification to Participant of Proposed Action. The CHA will notify the family of the proposed action no later than seven (7) days after the case conference by first class mail.

Housing Occupancy Plan

CHAPTER 22 – PROGRAM INTEGRITY

J. SECTION EIGHT OVERPAYMENT TO OWNERS

If the CHA determines that the owner has received overpayment as a result of misrepresentation, or violation of the contract the CHA may terminate the HAP contract, withhold future payments from other assisted units, or seek restitution and/or seek legal remedies.

APPENDICES

- A. Public Housing Communities
- B. Public Housing Grievance Policy
- C. Public Housing Transfer Policy
- D. Public Housing Use of Common Areas Policy
- E. Public Housing Motor Vehicle Policy
- F. Public Housing Community Appearance Policy
- G. Public Housing Housekeeping Policy
- H. Public Housing Pet Policy
- I. Public Housing Fire Policy
- J. Limited Access and Banning Policy and Procedures
- K. Public Housing Satellite Dish or Antenna Policy
- L. Sample Public Housing Lease
- M. Public School Truancy Policy
- N. Rent Reform Policy
- O. Work Requirement Policy
- P. Hardship Policy
- Q. Section Eight HQS Inspection Form
- R. Section Eight Sample Voucher
- S. Section Eight Housing Assistance Payment Contract (Parts A; B and C)
- T. Reasonable Accommodation Policy
- U. Non-Smoking Policy
- V. Acronyms Used in Subsidized Housing
- W. Glossary

Housing Occupancy Plan
APPENDIX A – PUBLIC HOUSING COMMUNITIES

APPENDIX A:
CHARLOTTE HOUSING AUTHORITY PUBLIC HOUSING COMMUNITIES
LAST AMENDED: JUNE 21, 2011

Project Number	Community Name	No. PH Units	Year Constructed
NC19P003-031	Park @ Oaklawn ¹	89	2002
NC19P003-003	Southside Homes	383	1952
NC19P003-005-A	First Ward Place ²	132	1999
NC19P003-005	Autumn Place ²	68	1995
NC19P003-006	Edwin Towers	175	1967
NC19P003-007	Strawn Apartments	318	1971
NC19P003-009	Arbor Glen 50 ³	50	1998
NC19P003-009	Arbor Glen I ³	60	2002
NC19P003-032	Arbor Glen II ³	40	2003
NC19P003-035	Arbor Glen III ³	12	2005
NG19P003-011	Boulevard Homes	300	1970
NC19P003-012	Dillehay Courts	136	1974
NC19P003-016-A	Leafcrest Apartments	48	1979
NC19P003-016-N	Cedar Knoll Apartments	49	1979
NC19P003-017	Meadow Oaks Apartments	32	1979
NC19P003-017	Sunridge Apartments	44	1979
NC19P003-018	Charlottetown Terrace	180	1977
NC19P003-019	Parktowne Terrace	164	1978
NC19P003-20	Tall Oaks	79	1985

Housing Occupancy Plan
APPENDIX A – PUBLIC HOUSING COMMUNITIES

Project Number	Community Name	No. PH Units	Year Constructed
NC19P003-21-P	Mallard Ridge	35	1982
NC003046	Springcroft at Ashley Park (Live Oak Seniors)	18	2009
NC19P003-22	Hall House	190	1983
NC19P003-23	Tarlton Hills	21	1985
NC19P003-24	Robinsdale	29	1985
NC19P003-25	Gladedale	49	1983
NC19P003-26	Wallace Woods	47	1989
NC19P003-93	Claremont	49	1984
NC19P003-95	Victoria Square	31	1984
NC003038	Stonehaven East	24	1980
NC003031	Rivermere	20	2003
NC003039	Montgomery Gardens	20	2006
NC003049	Glen Cove	10	1990
NC003033	Nia Point	29	2006
NC0030042	Springfield Gardens	22	2007
NC003040	Prosperity Creek	72	2007
NC003041	South Oak Crossing	20	2008
NC003045	Seigle Point Apartment Homes	102	2009
NC003048	McAlpine Terrace	26	1990

Housing Occupancy Plan

APPENDIX A – PUBLIC HOUSING COMMUNITIES

Project Number	Community Name	No. PH Units	Year Constructed
NC003044	940 Brevard	40	2008
NC19P003054	Seneca Woods	17	1990
NC003050	Ashley Square	22	2009
NC003000054	Hampton Creste	60	2011
N/A	McMullen Woods	21	2010
NC003000057	Woodlawn House	52	2009
NC003000053	McCreesh Place	64	2011
NC003000055	Moore Place	34	2012
N/A	Steele Creek	60	2011
NC003000050	Fairmarket Square	16	2009

¹ Park @ Oaklawn, formerly known as Fairview Homes, was revitalized under the Hope VI Program.

² Autumn Place / First Ward Place, formerly known as Earle Village, was revitalized under the Hope VI Program.

³ Arbor Glen, formerly known as Dalton Village, was revitalized under the Hope VI Program.

**APPENDIX B:
PUBLIC HOUSING GRIEVANCE POLICY
LAST AMENDED: JUNE 21, 2011**

I. PURPOSE:

To establish uniform policies and procedures for the presentation, hearing, and disposition of individual grievances of residents in specific cases.

II. SCOPE:

This policy and procedures shall apply to residents of Charlotte Housing Authority properties, Charlotte Housing Authority staff, and other persons, departments or agencies involved in the Grievance process concerning residents. This policy does not apply to employee grievances or any other grievance which is not brought by a resident.

III. POLICY:

A. DEFINITIONS. The following definitions apply:

Authority Housing Authority of the City of Charlotte, N.C.

Complainant A resident who presents a grievance to the Authority at its central office or at the Authority's management office for the community in accordance with this procedure.

Criminal Activity

- a. Any criminal activity on the premises by a Resident, a member of a Resident's Household, a guest, or other person under a Resident's control that threatens the health, safety, or right to peaceful enjoyment of the public housing premises by other Residents, or which threatens the health or safety of Authority employees or of persons residing in the immediate vicinity of the premises of the Authority, or
- b. Any drug-related criminal activity of a Resident, a member of Resident's Household, or a guest, on or off the premises of the Authority, including drug use and drug trafficking. or
- c. Any drug-related criminal activity on the premises by a person under the Resident's control, including drug use and drug trafficking.

Housing Occupancy Plan

APPENDIX B – PUBLIC HOUSING GRIEVANCE POLICY

Grievance Any informal or formal dispute which a resident may have concerning an Authority action or failure to act in accordance with the resident's Lease or the Authority's regulations, if the action or failure to act adversely affects the resident's rights, duties, welfare or status.

Hearing

Panel A panel selected in accordance with Section D of this procedure to hear a complainant's formal grievance and render a decision on it.

Lease The conventional public housing Dwelling Lease agreement for occupancy of a housing unit owned (wholly or in part by either direct or indirect ownership) by the Authority.

Resident An adult person (or persons) (other than a live-in aide) who resides in a housing unit owned (wholly or in part by either direct or indirect ownership) by the Authority, and either:

- (a) is a person who executed the Lease with the Authority, or, if no such person now resides in the unit,
- (b) is a person who resides in the unit, and who is the remaining approved Head of Household of the family residing in the unit and is listed on the Lease.

B. PRESENTATION AND SETTLEMENT OF GRIEVANCES.

As the first step in the grievance process, the resident and the Authority must try to resolve the grievance prior to a judicial proceeding, either through an informal discussion or a formal hearing, unless the grievance involves eviction or termination of tenancy for criminal activity on the part of a resident or a member of his/her household, a guest, or anyone under the resident's control in which case the Authority shall not provide any grievance procedure. However, a resident being evicted for criminal activity shall be entitled to examine any relevant Authority documents, records and regulations prior to any judicial proceeding involving that resident as set forth in footnote 2 of this Grievance Policy, and the Authority shall provide copies of a reasonable number of relevant documents to that resident at no charge to him or her.

1. How to Present a Grievance. The resident must present his or her grievance in writing at the Authority's office in the resident's community. or at the Authority's main office, so that the grievance may be discussed informally

Housing Occupancy Plan

APPENDIX B – PUBLIC HOUSING GRIEVANCE POLICY

and, if possible, settled without a formal hearing. A grievance presented at the main office should be directed to the Regional Property Manager, or the Resident's Property Manager

2. When to Present a Grievance. A request for an informal discussion of the grievance must be presented within five (5) calendar days after the date of the Authority's notice of proposed action that the resident disputes. If the fifth (5th) calendar day falls on a weekend or a legal holiday, then the 5-day period will be extended to 5:00 p.m. on the first working day after the weekend or holiday. If the resident does not wish to have an informal discussion of the dispute and only desires a formal grievance hearing, the request for a formal grievance hearing must be presented within ten (10) calendar days after the date of the Authority's notice of proposed action that the resident disputes. If the tenth day falls on a weekend or legal holiday, then the ten (10) day period will be extended to 5:00 p.m. on the first working day after the weekend or holiday.

A notice of Lease termination or other notice of proposed action that is sent to the resident by mail shall be presumed to have been received by the resident on the third business day after the notice has been deposited in the US mail.¹

3. Informal Discussion of Grievance. As soon as practicable, but not later than ten (10) calendar days following presentation of a request for an informal discussion of a grievance, the manager or his/her designee will meet with the resident to discuss the grievance and try to settle the dispute without a hearing.
4. Written Summary of Informal Discussion. The manager or his/her designee will prepare a written summary of the discussion, send or personally deliver one copy to the resident, and keep one copy for the resident's file. The summary will specify who participated in the discussion, the date(s) of the discussion, the Authority's decision on what (if anything) it proposes to do

¹ If the grievance involves Lease termination, residents should remember that the time allowed for presenting a grievance may differ from the time allowed to cure a Lease default. For example, a resident has 14 days to pay the overdue rent after receiving a notice of proposed Lease termination from the Authority; but only 5 days to request an informal discussion and 10 days to request a formal hearing after receiving that notice to present a grievance based on the proposed termination.

Housing Occupancy Plan

APPENDIX B – PUBLIC HOUSING GRIEVANCE POLICY

about the resident's grievance, and the specific reasons for the Authority's decision. The summary will also describe the procedures the resident must follow to obtain a formal grievance hearing if he or she is not satisfied with the result of the informal process.

C. PROCEDURE FOR OBTAINING A FORMAL HEARING AFTER AN INFORMAL DISCUSSION.

If the resident is not satisfied with the outcome of the informal discussion, the resident may request and obtain a formal grievance hearing.

1. How to Request a Hearing. To obtain a hearing, the resident must submit a written request at the Authority's office in the resident's housing community or at the Authority's main office. The manager or other Authority staff person at the Authority's office in the resident's housing community who receives the resident's request can assist the resident in preparing the request, which must be signed and dated by the resident and should be co-signed by the assisting staff person.
2. When to Make the Request. To obtain a hearing, the resident must submit the written request for a formal hearing within five (5) calendar days after the date he or she receives the written summary of the informal discussion. If the fifth calendar day falls on a weekend or a legal holiday, then the 5-day period will be extended to 5:00 p.m. on the first working day after the weekend or holiday.

A written summary of the informal discussion that is sent to the resident by mail shall be presumed to have been received by the resident on the third business day after the summary has been deposited in the US mail.

3. What the Request for a Formal Hearing Must Say. The written request must specify, at a minimum:
 - (a) Nature of Complaint. The nature of the complaint (for example, the reasons the resident believes he or she should not be evicted or the reasons the believes the Authority should or should not take some other action); and
 - (b) Action Requested. The action the resident wants the Authority to take or refrain from taking (for example, not filing an eviction complaint for poor housekeeping).

D. PROCEDURE FOR SELECTING A HEARING PANEL.

The Hearing Panel selected to conduct each grievance hearing shall consist of three (3) impartial persons appointed by the Authority according to the following rules and procedures.

1. **List of Eligible Panelists.** The Authority will at all times maintain a list of eligible panelists who shall have been selected in three separate categories, as follows:
 - (a) **Residents.** Residents in good standing with the Authority (not under termination /eviction action and/or does not have a conference or lease violation in the past 6 months) selected by the Resident’s Advisory Council (which is composed of the presidents of the resident organizations in the Authority’s communities) to serve as eligible panelists for terms of one calendar year (or until their successors shall have been elected);
 - (b) **Authority.** All Commissioners and those staff members of the Authority approved by President /CEO to serve as eligible panelists for terms of one calendar year (or until their successors Ill have appointed); and
 - (c) **Neutral.** Neutral persons selected to serve as eligible panelists by the Commissioners of the Authority, after considering advice from those listed in subsection (a) below.
2. **Selection of Panelists.** The resident and Authority panelists shall be selected annually. The neutral panelists shall be selected as follows:
 - (a) In or about January of each year, the Authority will solicit suggestions from its staff, its Commissioners, the Residents’ Advisory Council, Legal Aid of the North Carolina, and other interested groups for the names of persons who might make suitable, impartial panelists.
 - (b) Based on suggestions received from its staff, its commissioners, the Residents’ Advisory Council, and Legal Aid of North Carolina, on or about February 1 of each year, the Authority will compile a list of names of all suggested panelists who are preliminarily acceptable to its President/CEO and will submit the list to the Residents’ Advisory Council for comment within 30 days.

Housing Occupancy Plan

APPENDIX B – PUBLIC HOUSING GRIEVANCE POLICY

- (c) Upon the expiration of that 30 day period, the Authority will submit to its Commissioners the (i) list of proposed panelists and (ii) any written comments or other indications of approval or disapproval which the Authority shall have received from the Residents' Advisory Council.
- (d) By May 31, the Commissioners shall select and appoint (from the persons whose names appear on the list) the persons who are to serve as neutral hearing panelists during the coming year or until their successors shall have been selected. If a need arises, the Commissioners, with input from the President/CEO, may select other persons to be added to the list during the year, following consideration of written comments, if any, received from the Residents' Advisory Council within thirty (30) days after the names of those persons shall have been submitted to the Council.

- 3. **Training the Approved Panelists.** CHA shall provide appropriate training to all members of the pool. Legal aid may coordinate with CHA to participate in the training.
- 4. **Choosing a Panel.** For each grievance hearing, the Authority's Regional Property Manager or his/her designee shall designate and appoint a hearing panel consisting of three (3) impartial panelists selected from the list of eligible panelists, one from each of the three categories. The Authority will use all reasonable efforts to utilize all persons on the list of eligible panelists; however, it is acknowledged that some persons may be unavailable for service because of personal or business commitments or schedules. The panel may include an officer or employee of the Authority (as the Authority appointee), but may not include a person who made or approved the Authority action in question or who is a subordinate of the person who made or approved that action. The neutral appointee shall serve as a chairperson of the three-person hearing panel.

E. CONDITIONS THAT MUST BE MET BEFORE A HEARING CAN BE SCHEDULED (FOR GRIEVANCES INVOLVING THE AMOUNT OF RENT THE AUTHORITY CLAIMS IS DUE).

- 1. **Payment Requirement.** In any grievance involving the amount of rent the Authority claims is due where the Authority claims an increase in

Housing Occupancy Plan

APPENDIX B – PUBLIC HOUSING GRIEVANCE POLICY

rent is due, the complainant shall pay to the Authority an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the Authority's action or failure to act took place (i.e., the amount of rent that was due and payable before the act giving rise to the grievance occurred). In any grievance involving the amount of rent the Authority claims is due, where the resident claims he/she is entitled to a decrease in rent, the resident must pay rent in the amount of 30% of his/her income at the time the resident makes the payment, but in no event shall that amount be less than the minimum rent established by the Authority which is in effect at that time. In either case, this payment must be made no later than five (5) calendar days after the date the complainant receives the written summary of the informal discussion or within five (5) calendar days after the complainant submits a request for a formal hearing if the complainant does not request an informal discussion. If the fifth calendar day falls on a weekend or a legal holiday, then the 5-day period will be extended to 5:00 p.m. on the first working day after the weekend or holiday. The complainant must pay that same amount of rent to the Authority, on the regular due date for rent payments, each month thereafter until the complaint is formally resolved by a decision of the hearing panel.

2. No Waiver. These payments by the complainant shall not constitute a waiver by the complainant of his or her grievance, nor shall their acceptance by the Authority constitute a waiver of its right to demand the amount of rent it claims is due or its right to pursue any remedies available to it after the hearing panel issues its decision.
3. Waiver of Payment Requirement in Extenuating Circumstances. The Authority may in its discretion waive this monthly rent payment requirement in extenuating circumstances. Unless the Authority waives this requirement due to extenuating circumstances, the complainant must make these rent payments to the Authority, and if the complainant fails to do so, the Authority shall terminate the grievance procedure and may proceed with its intended action. However, the complainant's failure to make such payments to the Authority shall not constitute a waiver of any right the complainant may have to contest in an appropriate judicial proceeding the Authority's disposition of the grievance.

F. SCHEDULING THE HEARING.

1. Schedule. Upon complainant's compliance with the requirements for obtaining a hearing, appropriate Authority personnel shall schedule the hearing, within ten (10) calendar days, for a time and place reasonably convenient to both the complainant and the Authority.
2. Notification. The appropriate Authority personnel shall send the complainant and necessary Authority personnel written notification specifying the time and place of the hearing. Requests to change the time or place of the hearing shall be submitted to the Regional Property Manager or his/her designee. Continuances will only be granted for medical reasons and the Authority may request accompanying documentation from a medical professional before deciding on the continuance request.

G. PROCEDURES GOVERNING THE HEARING.

1. Due Process. The hearing panel will conduct the hearing. The complainant is entitled to a hearing that includes the basic safeguards of due process. These safeguards include the following:
 - (a) Document Examination and Copying. The opportunity before the hearing to examine and to copy all unprivileged files, documents, records and regulations of the Authority that are directly relevant to the hearing.² The Authority shall provide copies of a reasonable number of relevant documents to the complainant at no charge to him or her.

² In a case involving a proposed Lease termination, the Authority's notice of termination must inform the resident of the right to examine Authority records. A request to examine documents must be made through the Authority's management office in the complainant's housing development or through the Authority's main office at least 24 hours in advance of the desired examination. The complainant may make his or her examination only during the Authority's regular business hours.

If the Authority fails to make a requested, unprivileged and relevant document available to the complainant, the Authority may not rely on the document at the grievance hearing or at a court proceeding.

Housing Occupancy Plan

APPENDIX B – PUBLIC HOUSING GRIEVANCE POLICY

- (b) Representation. The right to be represented at the hearing by a lawyer or other representative of the complainant's choice and to have that person make statements on the complainant's behalf;
 - (c) Private Hearing. The right to a private hearing (excluding all except panelists, necessary parties (parties required by the resident or CHA to prove their case), witnesses and Authority personnel involved in coordinating the hearing), unless the complainant requests a public hearing;
 - (d) Evidence. The right to present evidence and arguments in support of the complainant's position, to dispute and controvert evidence relied on by the Authority, and to confront and cross-examine all witnesses on whose testimony or information the Authority relies;
 - (e) Excluding Witnesses. The right to request that persons who are expected to testify be excluded from the hearing room except while presenting testimony;³
 - (f) Accommodations for Persons with Disabilities. Reasonable accommodation for persons with disabilities to participate in the hearing;⁴ and
 - (g) Decision. A decision by the hearing panel based solely and exclusively on the facts presented at the hearing.
2. Issue Previously Decided. The hearing panel may render a decision without proceeding with the hearing if the hearing panel determines that the issue in dispute has already been decided in an earlier proceeding involving the rights of a complainant (for example, an earlier grievance hearing or a court proceeding).

³Authority may also make such a request. The request in either case shall be granted or denied in the discretion of the hearing panel.

⁴These accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants. If the resident is visually impaired, any notice to the resident that is required by this procedure must be in an accessible format.

Housing Occupancy Plan

APPENDIX B – PUBLIC HOUSING GRIEVANCE POLICY

3. Failure to Appear. If the complainant or the Authority fails to appear at a scheduled or rescheduled hearing, the hearing panel may decide to:
 - (a) Postpone. Postpone the hearing for no more than five business days; or
 - (b) Waive. In the case of the complainant's failure to appear, rule that the complainant has waived the right to a grievance hearing; or
 - (c) Proceed. In the case of the Authority's failure to appear, hear the complainant's evidence and rule based solely on it.

The hearing panel shall notify both the complainant and the Authority of the panel's determination. A determination that the complainant has waived his or her right to a hearing shall not constitute a waiver of any right the complainant may have to contest in an appropriate judicial proceeding the hearing panel's disposition of the grievance.

4. Burden of Persuasion. At the hearing, the complainant must first make a showing that he or she is entitled to the relief sought. If the complainant makes that showing, the Authority must then sustain the burden of justifying the Authority's action or failure to act which is the subject of the grievance.
5. Informality. The hearing panel will conduct the hearing informally and will receive testimony, documents and other evidence relevant to the grievance without regard to the rules of evidence that would apply in court. The complainant, the Authority, and any lawyer or other representative for these parties will respect this informality and will not object to evidence as he or she might do if formal rules of evidence applied, though the parties and their representatives are free to argue that certain evidence (for example, hearsay) is less reliable. The hearing panel may refuse to hear or accept offered evidence if the panel considers it repetitive or irrelevant.
6. Orderliness. The hearing panel shall require that the complainant and the Authority, and their lawyers or other representatives, and all other Participants and spectators, conduct themselves in an orderly fashion. Failure to comply with the hearing panel's orders on comportment at the

Housing Occupancy Plan

APPENDIX B – PUBLIC HOUSING GRIEVANCE POLICY

hearing or on the admission of evidence may result in exclusion from the hearing or in a decision adverse to the non complying party.

7. Transcript. The complainant or the Authority may arrange, in advance, for a transcript of the hearing to be made at the expense of the requesting party. Any interested person may purchase a copy of the transcript.

E. DECISION OF THE HEARING PANEL.

1. Written Decision. The hearing panel will prepare a written decision, including the reasons for the decision, within ten (10) days after the hearing. A copy of the decision will be sent within 3 business days of receipt of the decision from the panel to the complainant and the Authority, which will retain a copy of the decision in the complainant's file. The decision is presumed received the third (3rd) business day after it is deposited in the US Mail. The Authority shall also keep on file a copy of the decision, with all names and identifying references deleted, which the Authority shall make available for inspection by a prospective complainant, his or her representative, or the hearing panel.
2. Form and Content of Decision. The Authority may provide the hearing panel sample decision forms, conforming to the requirements of this procedure, and administrative assistance, to assist the panel in the preparation of a written decision.
In a case involving Lease termination, a decision upholding the Authority's decision to terminate the Lease will advise the complainant that:
 - (a) Eviction Possible. The Authority may begin an eviction action if the resident does not vacate by the first to occur of the following: (i) the expiration of the notice period stated in the notice of Lease termination (if grievance process has been completed and the panel has rendered its decision), or (ii) the tenth (10) day after the presumed receipt of the decision of the hearing panel;
 - (b) Cost of Eviction. The complainant may be required to pay the costs of an eviction action; and
 - (c) Proof of Good Cause. If the resident contests an eviction action, the Authority will have to prove in court that its reasons for terminating the Lease constitute good cause for Lease termination under North Carolina law.

Housing Occupancy Plan

APPENDIX B – PUBLIC HOUSING GRIEVANCE POLICY

3. Binding Effect. The decision of the hearing panel shall be binding on the Authority, and the Authority will take all actions or refrain from taking any actions necessary to carry out the decision, unless by request of the resident or Authority representative, the Authority's Board of Commissioners decide within a reasonable time and promptly notify the complainant that the Board has determined that:
 - (a) No "Grievance". The resident's complaint does not constitute a "grievance" as that term is defined in this procedure (for example, if the complainant involves a dispute between residents rather than between a resident and the Authority, or if the grievance has to do with a policy change a resident thinks the Authority should make); or
 - (b) Contrary to Law. The decision of the hearing panel is contrary to applicable Federal, State or local law including HUD regulations, or contrary to the requirements of the Annual Contributions Contract between HUD and the Authority.

A decision of the hearing panel or Commissioners in favor of the Authority, or a decision that denies all or any part of what the complainant sought at the grievance hearing, does not in any way affect the right of the complainant in any court action on subject that may take place later.

F. WAIVER OR LOSS OF RIGHT TO GRIEVANCE HEARING.

If the resident does not begin the grievance process by requesting either an informal settlement discussion or a formal hearing within the time allowed, the resident waives his or her right to same and the Authority will have the right to proceed with eviction proceedings or such other action as may have been the subject of the grievance.

If the resident waives or otherwise loses his or her right to a grievance hearing, he or she shall not lose the right to contest in an appropriate judicial proceeding the Authority's disposition of the grievance.

APPENDIX C:
PUBLIC HOUSING TRANSFER POLICY
LAST AMENDED: JUNE 21, 2011

It is the policy of the Housing Authority of the City of Charlotte to provide safe, decent and sanitary housing appropriate for the family size and composition. To the extent possible, the Authority also attempts to ensure that the housing is physically accessible by the family occupying a dwelling unit. The Authority regularly transfers families based on changes in family size and composition as documented and verified through the annual recertification and interim rent changes.

The purpose of this policy statement and procedure is to clarify the grounds upon which residents may be transferred from one unit to another in the same or another development, especially those requests which are initiated by residents. It further seeks to clarify the policies regarding transfers due to family size and composition.

In addition, this policy addresses administrative transfers for reasons of health and safety.

TRANSFER REQUESTS DIRECTLY FROM RESIDENTS

Residents generally request to be transferred for medical reasons and domestic violence situations. Residents will complete the Request for Transfer form and provide the appropriate documentation. These allowable reasons are described below.

I. Medical Reasons / Reasonable Accommodation

The Authority will consider resident transfers at their request to alleviate significant medical conditions which, if not addressed, would adversely affect the health of a family member. Allowable medical reasons for transferring residents include, but are not restricted to, inaccessibility of the unit due to severe physical handicap or chronic medical disability.

A. Required Documentation of Medical Condition

The resident is required to submit reliable and verifiable documentation of the medical condition requiring transfer to another development. A simple statement of a physician that a resident should be transferred is not sufficient documentation. Documentation should include verification the resident meet's the HUD definition of disability, its expected duration, and the how the request can accommodate the disability. The documentation must also include a clear prescription for the type of environment or living conditions necessary to alleviate the effects of the condition. Statements from medical professionals must provide sufficient information that the Authority staff can assure that appropriate housing can be located and/or modified to

achieve the objectives of the transfer. The documentation should state that the condition is permanent or for an extended period of time. For example, if someone breaks a leg and the doctor anticipates a normal recovery timeline, no transfer will be given.

B. Medical Transfer Approvals and Denials/Notification Process

- If the request is approved by the Reasonable Accommodation committee, the resident will be notified in writing by first-class mail as soon as possible after the decision has been rendered (with copies sent to the Resident Manager). The notification will indicate the decision and the reasons supporting the decision.
- The resident will be placed on the medical transfer list until an appropriate unit becomes available. Once the appropriate unit becomes available, the unit will be offered to the resident, and the resident will be required to contact the appropriate Property Manager (as noted in the Offer Letter) within two (2) working days to schedule their move-in date. Should a resident fail to complete the transfer within the specified period, the transfer will be revoked. The resident will be allowed to remain in their original unit, but will no longer be on the transfer list.
- If the transfer request is denied, or if there is a revocation of an approved transfer, the resident shall be entitled to a Grievance Hearing as noted in the Denial Letter and in accordance with the Charlotte Housing Authority Grievance Procedure.

II. Domestic Violence

There may be cases where a transfer is needed to address a domestic violence situation. Under these cases, the resident and/or appropriate staff must document the basis for the transfer request.

A. Required Documentation for Domestic Violence Transfers

The resident is required to submit reliable and verifiable documentation of their involvement in domestic violence. Sufficient documentation includes, but is not limited to, current restraining order, police report, or certification from a professional. Requests without documentation may be denied.

B. Domestic Violence Transfer Approvals and Denials/Notification Process

- If the request is approved by the Regional Manager, the resident will be notified in writing by first-class mail as soon as possible after the decision has been rendered (with copies sent to the Property. The notification will indicate the decision and the reasons supporting the decision.

- The property manager will locate the appropriate unit, offer the unit to the resident and the resident will be required to contact the appropriate Property Manager (as noted in the Offer Letter) within two (2) working days to schedule their move-in date. Should a resident fail to complete the transfer within the specified period, the transfer will be revoked. The resident will be allowed to remain in their original unit, but will no longer be on the transfer list.
- If the transfer request is denied, or if there is a revocation of an approved transfer, the resident shall be entitled to a Grievance Hearing as noted in the Denial Letter and in accordance with the Charlotte Housing Authority Grievance Procedure.

III. Unit Inspections and Billing Information

When an actual move occurs, the Property Managers will complete the Unit Occupancy/Vacancy Form and complete the Property Manager procedures required to transfer the resident's account balances. Both Managers will conduct the required unit move-in and move-out inspections, as required. The site maintenance staff will be responsible for conducting a separate move-out inspection to assess any damages done to the vacated unit. If any damages are not the result of normal wear and tear, the family will be responsible for the damages and the Property Manager will bill and charge the resident's account according to the Property Managers procedures.

IV. Resident Grievance/Appeal Process

Should a resident request a Grievance Hearing, the request must be made in writing within ten (10) days from the date of the Denial Letter and delivered to their community Management Office or the Charlotte Housing Authority's Main Office.

V. Non-allowable Reasons for Transfer.

The Authority will not transfer residents for reasons dealing with convenience; for example, in order that the resident is closer to family, friends, stores, doctors, schools, or other nonessential amenities. Transfers are generally not permitted to solve family problems (excluding domestic violence) or interpersonal problems with neighbors or acquaintances. In these matters, the CHA will work with the family to find alternatives or help resolve the situation which is creating the problem within the community in which the resident is residing.

TRANSFERS TO CONFORM TO REQUIREMENTS REGARDING FAMILY SIZE AND COMPOSITION

The Housing Authority has a moral and legal obligation to ensure that families are assigned to units which are appropriate for the size and composition of their Households. Too many persons in a Household creates situations of overcrowding, damage to property, and/or domestic problems. Too *few* persons in a Household denies housing to families in need of larger dwellings and encourages families to permit persons not on the Lease to stay in the unit. It is important that the Housing Authority staff place a priority on transferring families whenever there is a change in family composition or size which places the family in either an overcrowded or under-housed situation.

Family Size and Household Composition Transfer Request

The Property Manager will be responsible for initiating all Family Composition transfers in accordance with the Guidelines for Determining Bedroom Size chart. The Property Manager will complete the Request for Transfer form to begin the transfer process. When a resident requests a unit transfer because of family size and Household composition, they will be required to complete and sign the Transfer Request Form.

The Property Manager will forward one copy of the Transfer Request Form and Family Review to the Regional Property Manager for approval.

If a resident has been offered a unit and fails to occupy the unit on the required date, the Property Manager will send to the resident a notice of lease termination to begin the eviction process. (This Lease Termination Notice will be generated by the Property Manager in the community where the family refuses to vacate.

Unit Inspections and Billing Information

When an actual move occurs, the Property Manager will complete the procedures required to transfer the resident's account balances. Both Managers will conduct the required unit move-in and move-out inspections, as required. Site maintenance will be responsible for conducting a separate move-out inspection to assess any damages done to the vacated unit. If any damages are not the result of normal wear and tear, the family will be responsible for the damages and the Property Manager will bill and charge the resident's account according to the Property Managers procedures.

Resident Grievance/Appeal Process

If the Authority requires the family to move in accordance with this Section

of the transfer policy, and/or terms of the Lease, the resident shall be entitled to a Grievance Hearing as stated in the Unit Offer Letter. Such requests must be made in writing within ten (10) working days to the community Management Office. The Manager shall forward the resident's request for a hearing to the Regional Property Manager. The Grievance Hearing shall be conducted in accordance with the Authority's current Grievance Procedure.

Utilization of the Dwelling Unit and Priorities

To assure efficient and economical utilization of the dwelling units managed by the Authority, Resident Selection will place families on a transfer list in priority order and relocate based on their place on the transfer list and the overall housing objectives of the Authority. Priorities shall be established for each bedroom configuration using the following housing standard listed in the Guidelines for determining bedroom size chart in Chapter 5.

Within this standard, Family Size and Composition Transfers requests shall be ranked/prioritized according to date and time of request.

The Property Management Department shall maintain the master list of families by bedroom size. Transfers shall be offered to Households in the order of their ranking on the transfer list for their bedroom size.

In-Community v. Out of Community Transfers

To the extent possible, the Property Management staff will attempt to place the family in the same development in which they are currently residing. However, if there is not an appropriate unit available in the same development when the resident's name comes up on the transfer list, an out-of-community transfer will be considered.

Out of Community Transfer Notification

When a unit of appropriate size for the family has been identified and an anticipated occupancy date is available, the Property Manager shall notify the family to be transferred, in writing, of the proposed transfer. The Unit Offer Letter shall be delivered at least 10 days prior to the expected occupancy date for the unit in order to give the family time to make arrangements to complete the move on time.

Upon notification of the pending transfer, the Property Manager of the development where the resident is residing will update and document the resident's file(s) and will forward the file(s) to the receiving Property Manager.

The initial occupancy date is often an approximation of when the apartment should be ready. The site maintenance staff will have responsibility for

Housing Occupancy Plan

APPENDIX C – PUBLIC HOUSING TRANSFER POLICY

notifying the Manager of the development of the exact vacancy preparation completion date. Such notification shall not be made less than three (3) days before the vacancy is to be completed.

Upon receipt of the notification from the maintenance supervisor, the Property Manager shall notify the resident of the exact move-in date. The Offer Letter shall clearly state that the resident must be moved within three (3) days (if the third (3rd) day falls on a holiday and/or weekend keys are to be turned in the next business day) of the move-in date and when and where the pre-move-in inspection will be conducted.

The Property Manager of the development where the resident has vacated will complete the Settlement record and distribute copies according to the Property Manager's Procedure Manual. The Property Manager will be responsible for ensuring that all account balances will be transferred according to CHA procedures.

ADMINISTRATIVE TRANSFERS

The Authority is concerned about the safety and well-being of its residents. There are times when conditions necessitate the relocation of families in order to fulfill the commitments of providing safe, decent and sanitary housing. All such decisions concerning relocation for health and safety reasons are deemed administrative and are not subject to appeal by the resident.

- **Substantial Damage Due to Fires, Natural Disasters, or Other Causes. (Emergency Administrative)** At any time there is substantial damage to a dwelling unit so as to render that unit unfit or unsafe for habitation by a family, the Authority shall make all reasonable effort to transfer the family to the nearest available unit. CHA shall make every effort to secure emergency housing (which may be temporary) within 24-hours following notification of the condition.

Emergency transfers shall take precedence over all other transfers. The managers, maintenance staff, and Regional Managers of the complexes in which the disaster occurred and to which the family is to be transferred will ensure that the transfer is completed within the period of time specified above.

In instances where the damage or situation is not attributable to the actions of the family members, the Authority shall bear the cost of emergency housing and associated moving expenses. In instances

wherein the conditions necessitating the transfer are the result of the family members or guests actions, the cost of the transfer, including the cost of preparing the unit to which the family is transferred, will be charged to the resident. (See Appendix I Public Housing Fire Policy)

- **Neighborhood Conflicts. Crime and Victimization. (Emergency Administrative)** While the Authority does not transfer families for reasons related to interpersonal conflict, neighborhood conditions, or victimizations, the Authority does recognize that unusual circumstances may arise which make such transfers a reasonable alternative. Circumstances most often giving rise to such transfers would include verified threats against a family who has provided information to the Authority leading to the arrest of neighbors and/or their guests for illegal activities and/or the eviction of such persons; or violent victimization (such as rape) in which there is a threat of repeated victimization or intimidation unless the family is moved. The request for transfer due to victimization should include a letter of support from the police department or other law enforcement agency.
- **Transfer for Health and Safety Reasons. (Emergency Administrative)** Transfer requests for health and safety reasons shall be generated by the Property Manager of the development in which the family resides. The Property Manager will complete the Administrative Transfer Request Form and forward to the Regional Property Manager with appropriate documentation.
- **Transfers Due to Substantial Modernization. (Administrative)** In the case of substantial modernization, the request shall be generated by the staff person responsible for relocation. Substantial modernization of a development may require the transfer of families to other units within or outside the complex being modernized for health and safety reasons. Transfers undertaken as part of the modernization program will take precedence over all other transfers and move-ins with the exception of emergency transfers.

Administrative Transfer Notification Process

With the exception of substantial modernization, Notice of the Intent to Transfer Letters/Unit Offer Letters will be delivered by the Property Manager upon approval of the transfer. Denial of a transfer request shall be in writing and come from the Regional Property Manager to the Site Manager. All materials supporting the denial decision shall be forwarded to the Property Manager for inclusion in the Resident Files.

In the case of substantial modernization, all transfers shall be mailed from the office of the person in charge of resident relocation with appropriate notification to the Property Manager and Regional Property Manager of the development.

Unit Inspections and Billing Information

When an actual move occurs, the Property Managers will complete procedures required to transfer the resident's account balances. Both Managers will conduct the required unit move-in and move-out inspections, as required. The site maintenance staff will be responsible for conducting a separate move-out inspection to assess any damages done to the vacated unit. If any damages are not the result of normal wear and tear, the family will be responsible for the damages and the Property Manager will bill and charge the resident's account according to the Property Managers procedures.

Grievance Hearing/Appeal Process

If the Authority requires the family to move in accordance with this Section of the transfer policy and/or the terms of the Lease, the resident shall be entitled to a Grievance Hearing as stated in the Unit Offer Letter. The Grievance Hearing shall be conducted in accordance with the Authority's current Grievance Procedure.

Transfers

All transfers shall be completed within three (3) days of the final move-in date (if the third (3rd) day falls on a holiday and/or weekend keys are to be turned in the next business day), barring any unforeseen circumstances which may delay the completion of the transfer.

Transfers will have preference over external applicant in filling units. The preference order of transfers is as follows:

1. Emergency Administrative
2. Domestic Violence
3. Medical /Reasonable Accommodation
4. Administrative
5. Over-housed/Under-housed

APPENDIX D:
PUBLIC HOUSING USE OF COMMON AREAS POLICY
LAST AMENDED: JUNE 21, 2011

OUTDOOR COMMON AREAS

1. A request for use of the outdoor common areas of a housing community by any individual or organization must first be presented to the Housing Manager of the housing community in the form of a written proposal that includes the following information: a) name, address, and telephone number of the organization proposing the event; b) name of the contact person for the organization; c) purpose for which the use is requested; d) target audience; e) number of people expected to attend the event; (f) proposed activities; (g) a copy of the “Declarations of Coverage” for the organization’s general liability insurance policy (including sexual abuse) to be reviewed by the Authority’s Risk Analyst to determine appropriate requirement level based on event; and (h) if applicable, evidence of worker’s compensation insurance coverage as required by state law. *Organizations that cannot provide proof of the appropriate insurance coverage shall not be authorized to use the outdoor common areas of any CHA community.*
2. The written proposal must also include all security measures that the individual or organization will have in place to insure safety of those who attend the event. Such measures must include providing off-duty police officers and/or private security personnel to patrol the area during the event. A minimum of one (1) police officer and/or security officer must be provided for every fifty (50) people expected to attend.
3. The proposal will not be considered for approval unless the proposed activity either contributes to an improvement of the quality of the lives of the community’s residents, or promotes self-sufficiency.
4. The initial joint approval of the proposal is required by the Resident Organization at the site and the Housing Manager for the community in which the event is proposed. If a community has no official Resident Organization, then joint approval by the Resident Advisory Council and the Housing Manager shall be required. In the event either the Resident Organization (or Resident Advisory Council) or the Housing Manager does not approve the proposal, it shall be the responsibility of the Housing Manager to immediately advise the individual or organization in writing of the

Housing Occupancy Plan

APPENDIX D –USE OF COMMON AREAS POLICY

- disapproval of the proposal. Said letter shall specifically state the reason for the disapproval of the proposal.
5. If the Resident Organization (or Resident Advisory Council) and the Housing Manager both approve the proposal, the proposal shall then be presented to both the Asset Management Department and the CHA Legal Department for final review and approval.
 6. Upon final approval, the CHA Legal Department will prepare a contract to establish the obligations of the requesting individual or organization. In order to obtain a contract by the event date, the proposal must be submitted to the Legal Department at least thirty (30) days prior to the event date.
 7. All organizations, including faith-based organizations, shall have equal access to the outdoor common areas, assuming all the above-described criteria is met. *However, faith-based organizations shall not be allowed to stage events if the primary purpose of the event is the promotion of religion.*
 8. All activities must be open to the entire CHA community, without charge.
 9. No alcoholic beverages, illegal drugs, or weapons will be allowed on the premises at any time.
 10. It will be the organization contact's responsibility to insure that the area is thoroughly cleaned immediately following the end of the event. A failure to clean the area may be grounds for denial of future use of any area of the community and a charge by CHA to clean.
 11. CHA may require a security deposit, depending on the nature of the event, to insure that the outdoor common area(s) will be restored to its original condition.

INDOOR COMMON AREAS

1. Regularly scheduled resident activities have first priority. These facilities may be used by CHA departments and CHA sponsored and recognized programs and organization, as stated in the Memorandum of Understanding (MOU), including the official residents' organization in respective neighborhoods, for meetings, programs, and activities which have community business, educational, social or cultural significance. All uses of these facilities must be sponsored by CHA, the Residents Advisory Council, the Residents' Organization, or an individual resident and must be open to the entire community, except for private parties or family gatherings or events.

Housing Occupancy Plan

APPENDIX D –USE OF COMMON AREAS POLICY

2. Proposals for community activities which involve the use of CHA properties must be submitted in writing to the Manager and the Residents' Organization president at least 7 days prior to the date of the scheduled activity for approval. A calendar of scheduled activities will be maintained jointly by the manager and the Residents' Organization president and posted in a central location in each community. Proposals shall be approved or denied on a nondiscriminatory basis in accordance with applicable law.
3. **Damage Deposit/Fee - \$50** cashier's check or money order, or personal check (NO CASH). \$25 is non-refundable and paid to the resident organization for use of the space. Provided Community Room has been cleaned and everything is in order with no damages, \$25 dollars will be refunded. Any event sponsored by the Charlotte Housing Authority or Resident Organization is exempt from the non-refundable fee.
4. **Kitchen Usage - \$20** non-refundable (NO CASH). This is for the use of the kitchen, stove and refrigerator only. You should provide your own dishes and coffee pots as needed. Any event sponsored by the Charlotte Housing Authority or Resident Organization is exempt from the non-refundable fee.
5. Private parties or family gatherings or events may be held in the COMMUNITY ROOM or on the grounds surrounding these facilities. Only heads of household may request use of the community space for such events. Resident reserving the Community Room **must be in attendance during entire event.** Party must stay in Community Room. Children (including non-head of household teenagers) must be chaperoned and supervised at all times.
6. Religious events, including prayer meetings, worship services; meditation sessions, singing events, etc. must be open to the entire community, such events shall not be sponsored by the Charlotte Housing Authority.
7. Community Room is reserved on a first-come, first-serve basis. Maximum reservation time is for a period of 6 hours only, this will allow more Residents access to the room. This includes clean up time and set up time. Only one reserved event per day allowed. Under no circumstances shall fund raising activity occur, or fees be charged, for participation, other than those approved or conducted by the Residents' Organization or Residents' Advisory Council.
8. There will be NO SMOKING in any of the common areas of the building. We feel this decision is in compliance with the Clean Air Act. **No** candles or fireworks of any kind may be used at any time.

Housing Occupancy Plan

APPENDIX D –USE OF COMMON AREAS POLICY

9. A “RESERVED” sign must be picked up from the management office during business hours prior to the event and posted on the door 4 hours prior to the reservation time.
10. **The Community Room can only be reserved by RESIDENTS of (*insert community name*).** All reservations must be made in advance with the office, along with the deposit. The Management reserves the right to refuse use of the Community Room.
11. The Resident reserving the Community Room is responsible for ALL damage caused by party or by guests in the Community Room, or in the common areas of building or the grounds or the parking lots. THE RESIDENT WHO RESERVED THE COMMUNITY ROOM WILL BE ASSESSED ANY AND ALL ADDITIONAL DAMAGE CHARGES.
12. Maximum number of occupants per Fire Code, as posted, must be observed at all times. Load Limit is (*insert applicable community room load*) occupants maximum for entire room. A report of the number of persons expected to attend any activity must be provided prior to the date of the event.
13. It will be the responsibility of the person who reserved the COMMUNITY ROOM to assure that it is thoroughly cleaned and properly organized (including disposal of interior and exterior trash) following use. Any group using the facility will be required to set up and take down chairs and tables needed/used for meeting or activities. An Initial Walk-Through Inspection Check List Form must be completed by the Manager or RO President and the person reserving the room prior to use of the facility, and a Final Clean-up/Inspection Check List Form must be completed by the Manager or RO President and the person reserving the room after the use of the facility. Failure to comply may result in denial of future use of the facility. If additional cleaning is necessary and not completed by the resident, you will be charged \$20 per hour per staff person.
14. No alcoholic beverages are allowed in the Community Room or the common areas of (*insert community name*) at any time.
15. The Community Room may only be reserved by a Resident for a maximum of 12 occasions each year.
16. Windows are not allowed to be covered, without management approval.
17. Furniture is not to be removed from the Community Room, nor is any furniture, rugs brought into the room, without management approval.

Housing Occupancy Plan

APPENDIX D –USE OF COMMON AREAS POLICY

18. Outside agencies and organizations cannot have sales or fund raisers on the property. “Service Sales” for the residents such as Fresh Fruits & Vegetables during the summer, etc. must be approved by Management.
19. If any Resident reserves the Community Room and fails to comply fully with the policies set forth, they will forfeit their right to reserve the Community Room for one (1) year.
20. According to the Charlotte city code (Chapter 15, Article 3), the noise ordinance will be observed. All music and noise shall cease at 10:00 p.m.

In the event that at any time the Charlotte Mecklenburg Police Department must be called in regards to a Community Room party for loud noise or disruptive behavior, the Resident will be ineligible to use the facility in the future and will forfeit the Security Deposit. A lease conference will be placed in the file as well.

APPENDIX E:
PUBLIC HOUSING MOTOR VEHICLE POLICY
LAST AMENDED: JUNE 21, 2011

1. PURPOSE

The purpose of this document is to outline the policy and procedures regarding the registration, use, storage, maintenance and operation of motor vehicles on Housing Authority property and on the public streets passing through or adjoining that property.

II. SCOPE

This policy shall be utilized by Housing Authority staff, officers of the Charlotte - Mecklenburg Police Department, and other persons authorized to ensure compliance with the policies set forth in this document.

III. DEFINITIONS

The following terms shall be defined in the same manner as they are defined in City of Charlotte Code § 10-272 (formerly section 10-13 7), or any successor legislation thereto: “motor vehicle”; “abandoned motor vehicle”; hazardous vehicle” and ‘junked motor vehicle”. For ease of reference, a copy of 10-272, et. seq., (in effect at the time this policy was revised in May 2011 is attached) hereto as Exhibit A.

IV. POLICY

1. No motor vehicle shall be driven, parked or left standing on any part of the Housing Authority’s property except for those areas designated by the Housing Authority or the City of Charlotte as parking lots, streets, alleys, roads, and driveways open to and regularly used by vehicular traffic. Yards, sidewalks, porches, patios, and the interiors of apartment units are not areas designated for those purposes. No motor vehicle shall be driven on Housing Authority property at a speed greater than the posted speed within a community, subject to weather and other conditions at that time which may decrease safe speed limits below those otherwise posted. No motor vehicle shall be used on Housing Authority property in any manner that would violate any law, ordinance, rule, or regulation if the motor vehicle were operated in the same or a similar manner on a public street. No motor vehicle shall be used to violate any reasonable requirement of the Housing Authority when such a requirement has been clearly identified. (Such requirements may include designated parking for official vehicles or vehicles operated by the handicapped, no parking zones, loading zones, or fire lanes.) No motor vehicle may have substantial leakage or spillage of gasoline; motor oil; transmission fluid, brake fluid, windshield washer fluid, or power steering fluid, anti-freeze, battery acid or fluids, or any other hazardous fluids that

Housing Occupancy Plan

APPENDIX E – MOTOR VEHICLE POLICY

could damage the pavement or sidewalks on Housing Authority property at any time.

A violation of this provision shall result in a charge of \$25.00 for each violation and may result in towing of vehicle at vehicle owner's expense. A violation of this provision by a resident family, guest or anyone else under the resident's control three (3) times within a twelve (12) month period shall be considered a repeated violation of the Lease, and the Housing Authority may pursue Lease termination. A repeated violation of this provision by a non-resident shall subject the non-resident to any remedies available to the Housing Authority under the law. Additionally, the Housing Authority may deny or revoke a non-resident's privileges to operate a motor vehicle on Housing Authority property and / or ban the non-resident from Housing Authority property.

2. All vehicles regularly operated or parked by residents, Housing Authority employees or agency representatives on Housing Authority property must be registered and display a registration tag on the rearview mirror or front dash on the driver's side of the vehicle. The foregoing shall not apply to marked emergency vehicles such as marked police, fire, or ambulance vehicles or to vehicles marked as being owned by any governmental entity or bearing a permanent North Carolina license plate issued for vehicles owned by state or local government, including Housing Authority vehicles.

All vehicles operated by guests or visitors on Housing Authority property may be required to obtain a visitor's parking permit and to park in designated visitors' parking spaces. If a visitor parking permit or parking in designated visitors' parking spaces is required, those (and any other) requirements will be clearly identified primarily at the entrance(s) of the development or property owned by the Housing Authority.

A violation of this provision of the policy will result in the Housing Authority's exercising, in its sole discretion, one or more of the following actions:

- a. Impose a \$25.00 charge for each violation
- b. Declare the motor vehicle an "abandoned" vehicle and request that the City of Charlotte institute procedures to cause the vehicle to be towed. Such declaration may be made (and towing requested) any time after the vehicle has been left on Housing Authority property for twenty-four (24) hours, or on a public street passing through or adjoining Housing Authority property for seven (7) days.
- c. A violation of this provision by a resident family, guest, or anyone else under the resident's control three (3) times within a twelve (12) month period shall be considered a repeated violation of the Lease and the

Housing Occupancy Plan

APPENDIX E – MOTOR VEHICLE POLICY

Housing Authority will pursue Lease termination.

- d. A violation of this provision by a non-resident shall subject the non-resident to any remedies available to the Housing Authority under the laws. Additionally, the Housing Authority may and /or ban the non-resident from Housing Authority property.
3. No motor vehicle may be dismantled or undergo substantial repair on the engine, drive train, or body while parked on Housing Authority property at any time. A motor vehicle on Housing Authority property or public streets passing through or adjoining that property shall be classified as a “junked motor vehicle” under Section 10-272 of the City of Charlotte Code if one or more of the conditions set forth in that Section exist.

In the event that a motor vehicle has been classified as a “junked motor vehicle”, the Housing Authority may request at any time that the City of Charlotte institute procedures to cause the vehicle to be towed from Housing Authority property or public streets passing through or adjoining Housing Authority property.
4. No motor vehicle which does not have a valid license plate, a current vehicle inspection sticker (if the vehicle is registered in North Carolina or in another state requiring vehicle inspections), or other item which is legally required to be displayed may be parked on Housing Authority property for a period of more than thirty (30) days without permission of the property manager for the community where the vehicle is parked or the Housing Authority’s Director of Housing Management or appropriate Regional Property Manager.
5. Hazardous vehicles may be removed from Housing Authority property or from public streets passing through or adjoining Housing Authority property upon the giving of the required notice set forth in applicable sections of the City of Charlotte Code.
6. To the maximum extent provided by law, notwithstanding any of the foregoing provisions, the Housing Authority may at any time request that the City of Charlotte institute procedures to immediately remove any vehicle which impedes the flow of traffic or otherwise jeopardizes the public welfare or the welfare of the residents of a Housing Authority community.
7. In addition to the foregoing rights, the Housing Authority shall have any other rights conferred upon persons or entities in the City of Charlotte with respect to abandoned, junked, or hazardous vehicles, or any other vehicle similarly classified by the North Carolina General Statutes and/or the City of Charlotte Code, both with respect to vehicles on Housing Authority property as well as upon public streets passing through or adjoining Housing Authority property.
8. In the event of any change in the North Carolina General Statutes or the City

Housing Occupancy Plan

APPENDIX E – MOTOR VEHICLE POLICY

of Charlotte Code which might affect the foregoing policy, this policy shall be deemed to be automatically amended so as to conform to such change in the law, to the extent necessary to achieve the Purpose set forth above.

9. The Housing Authority reserves the right to prohibit and/or restrict the parking of oversized vehicles (i.e. semi trailers, or tractor trailers) on Housing Authority property.
10. Any violation of any provision in this policy may result in towing of the vehicle at the vehicle owner's expense.
11. The Housing Authority and/or Management Agent are NOT responsible for any claims of damages in the parking facilities of the property resulting from the loss or injury to any automobile, person, article, goods, package, or any personal property of any kind, whether owned by resident or in his/her care or custody.

Exhibit A to Appendix E

City of Charlotte Code, Part II, Chapter 10, Article III

Sec. 10-272. - Definitions.

The following words, terms and phrases, and their derivatives, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandoned motor vehicle means a vehicle that is left:

- (1) On any public street or highway for longer than seven days but has not been towed and impounded in accordance with chapter 14, article II, division 2;
- (2) On property owned or operated by the city for longer than 24 hours; or
- (3) On private property without the consent of the owner, occupant, or lessee thereof for longer than two hours.

Code enforcement division means the manager and employees duly authorized by the neighborhood development key business executive to carry out the provisions of this article or the authorized agents of the manager of the code enforcement division.

Division means the neighborhood development code enforcement division.

Hazardous motor vehicle means any motor vehicle on private or public property that is declared to be a health or safety hazard by a duly authorized neighborhood development code enforcement division employee when the vehicle is found to be:

- (1) A breeding ground or harbor for mosquitoes or other insects, snakes, rats, or other pests;
- (2) A point of weed growth and/or other vegetation over 12 inches in height;
- (3) A point of collection for pools or ponds of water;
- (4) A point of concentration of gasoline, oil or other flammable or explosive materials;
- (5) So located that there is a danger of the vehicle falling or turning over;
- (6) A place in which debris, bottles or other solid waste is discarded and is present within the vehicle;
- (7) A source of danger for children through entrapment in areas of confinement that cannot be opened from the inside or from exposed surfaces of metal, glass or other rigid materials; or
- (8) The creation of another similar condition or circumstance which exposes the general public to safety or health hazards.

Highway means, pursuant to G.S. 20-4.01(13), the entire width between property or right-of-way lines of every way or place of whatever nature, when any part thereof is open to the use of the public as a matter of right for the purposes of vehicular traffic. The terms "highway" and "street" and their cognates are synonymous.

Junked motor vehicle means a vehicle that does not display a current and valid license plate lawfully upon that vehicle and that:

- (1) Is partially dismantled or wrecked;
- (2) Cannot be self-propelled or moved in the manner which it originally was intended to move;
or
- (3) Is more than five years old and appears to be worth less than \$100.00.

Housing Occupancy Plan
APPENDIX E – MOTOR VEHICLE POLICY

Manager means the manager of the neighborhood development division or his designated agent.

Motor vehicle means all machines designed or intended to travel over land by self-propulsion or while attached to any self-propelled vehicle.

Owner means an individual, firm, partnership, association, corporation, governmental agency, or any combination thereof, holding and presenting the legal certificate of title to the particular vehicle.

(Code 1985, § 10-137)

Cross reference— Definitions generally, § 1-2.

**APPENDIX F:
PUBLIC HOUSING COMMUNITY APPEARANCE POLICY
LAST AMENDED: JUNE 21, 2011**

I. PURPOSE:

The purpose of this document is to outline the policy and procedures to be followed by Housing Authority of the City of Charlotte (“CHA”) staff and residents in maintaining community appearance standards at all CHA properties. This policy and procedures shall outline the actions involving the daily policing and enforcement of community standards at all CHA properties.

II. SCOPE:

These guidelines are for use by the property maintenance and management staff of the CHA.

III. POLICY:

It is the policy of the CHA to maintain the interiors, exteriors and grounds of its communities in a manner that portrays a positive public image. To achieve this overall curb appeal, Property Managers, Maintenance site personnel, and CHA residents shall have shared responsibility for daily monitoring, pickup, and enforcement of the standards as set forth in the body of this document. Persons who are elderly or disabled may request special consideration in complying with the community standards set forth in this document.

This policy and procedures shall apply to all CHA managed communities.

IV. DEFINITIONS:

Canopy The small roof overhang located at the front or rear entranceway of an apartment unit.

Common Area

Those areas of the property in or adjacent to a building or group of buildings used for routine ingress and egress and general activity by residents. Typical common areas at CHA sites include parking lots, driveways, courtyards, play-grounds, remote lawns, breezeways, side yards, lobbies, lounges, corridors, recreational rooms, exterior stairs, and building entrances.

High-Rise Unit

A residential dwelling unit located in a multi-level building having a main entrance lobby allowing access to upper floors by elevator. The following CHA sites are designated as high-rise developments: Edwin Towers; Strawn Apartments; Charlottetown Terrace, Parktowne

Terrace; Autumn Place; and Hall House.

Multi-Story, Flat Unit A residential dwelling unit having all living space located on a single level with multiple units stacked above one another, and a common exterior stairs for access to upper floor apartments. The following CHA sites are designated as multi-story, flat developments: First Ward Place; The Park at Oaklawn; Leafcrest; Arbor Glen; Cedar Knoll; Sunridge; Wallace Woods; Grove Place; Oak Valley; Valley View; Meadow Oaks; Seneca Woods; and Victoria Square.

Townhouse Unit A residential dwelling unit having two levels of living space with front and rear access and units configured in a row and connected by common side walls. The following CHA sites are designated as townhouse developments: Piedmont Courts; Arbor Glen; Southside Homes; First Ward Place; Dalton Village; Boulevard Homes; Dillehay Courts; Mallard Ridge; Tall Oaks; Tarlton Hills; Savanna Woods; Live Oak; Robinsdale; Villa Court; and Claremont.

Resident's Yard The grassy area or sidewalk area located a maximum of ten (10) feet out from all unit exterior walls.

Warning Ticket An official CHA notice given to a resident informing of a yard-related violation and giving a time frame for correcting the noted violation.

Resident Charge A fee assessed by the CHA to a resident's account to compensate the CHA for services rendered in the repair or performance of work that was made necessary because of the resident's negligence, abuse, or noncompliance with established CHA Lease and policy guidelines.

V. PROCEDURES:

The Site Manager and Maintenance Supervisor person shall have primary responsibility for walking the developments on a daily basis for the purpose of inspecting the exterior of the units and the condition of the grounds.

5.1 Lawn Care. Lawn maintenance will be in accordance with approved contracts. Residents will not place any obstructions, impediments or

Housing Occupancy Plan

APPENDIX F – PUBLIC HOUSING COMMUNITY APPEARANCE POLICY

otherwise interfere with the performance of the contractor.

- 5.2 Litter & Debris. Residents, Site Managers, and Maintenance staff shall enforce the “10-foot rule” holding residents responsible for keeping the Resident’s yard free of litter and debris. To ensure that residents are aware of this rule, Managers must first send a copy of the **Site Standards Letter** (Attachment A) to each Household. If the Manager discovers trash in a given yard, he or she will send the **Notice to Remove Litter Letter** (Attachment B) to the Head of Household. If the resident does not remove the litter within 24 hours, the Manager must ask the Maintenance staff person at the site to pick up of the trash. Once the staff person picks up the trash, the Manager will charge the resident a \$25.00 fee for having the trash picked up.
- 5.3 Patio/Porch Appearance. Residents want the appearance of their patios/porches to be attractive; therefore, only standard, outdoors-type patio or lawn furniture, in good condition,; flower pots or planters; one portable barbeque grill without flammable chemicals(rear porches only); one garbage can with proper lid; and bicycles and tricycles (with all the foregoing being in good condition) may be placed outside on patios/porches and in yards within 10 feet of the dwelling unit entrance. Residents must not hang clothes on balconies or porch railings. It will be up to Managers to enforce this standard. If the resident continues to store old, broken furniture or the like on his or her porch/patio or in his or her yard, the Manager will send the resident a Violation of Patio/Porch appearance letter (Attachment C). If the items are not removed within the time specified, the Manager will charge a fee of \$10.00 to the resident for each day in which CHA Staff inspects the patio/porch area and the condition remains the same.
- 5.4 Window Treatments.
- 5.4.1 Air conditioners must be installed in a uniform manner including installation of standard brackets and slide panels. (Air conditioners cannot be supported by sticks or cardboard or paper panels.) The installation of the air conditioning unit must be approved by the site management or maintenance staff or be removed within 10 days of written notice of non-compliance.
- 5.4.2 Either shades or mini-blinds (depending upon which is currently used at the site) will be provided for all properties. These will be installed in every non-conforming unit. While there will be no charge for the initial installation, once installed, the shades or blinds become part of the fixtures of the unit and are subject to damage assessment should they require replacement, beyond normal wear and tear.

Housing Occupancy Plan

APPENDIX F – PUBLIC HOUSING COMMUNITY APPEARANCE POLICY

- 5.5 Elderly High-rises. The CHA is concerned about the safety of the residents who reside in the Elderly high-rises. To comply with the Charlotte Fire Departments guidelines and applicable fire codes, the main entrance lobby areas will be designated as temporary waiting areas for residents and guests. High-rise Managers will continue to educate residents on safety issues and shall enforce certain standards that pertain to Elderly high-rise communities.
- 5.5.1 Only pictures, plants and furniture purchased or approved by CHA staff will be displayed in the common areas of all high-rise facilities. Door mats at entrance doors to individual apartments will not be allowed and other personal possessions i.e. shopping carts cannot be stored outside the unit. They pose a serious safety threat to elderly and disabled residents. Residents will be encouraged not to use tape, stickies or adhesives on walls and doors. Music can be listened to in the lobby areas (except the main building entrance lobby) if it is at a minimum volume level.
- 6.5.2 Residents are encouraged to congregate and socialize in areas designated for this purpose, i.e., meeting rooms, sitting rooms, and waiting areas at the elevators on the respective floors. No smoking, drinking or eating is permitted in these areas. In facilities that have balconies, no smoking is permitted on or near these areas.
- 6.5.3 Residents/guests should not congregate or socialize in the main entrance lobby area. This area should be a place for residents to wait for rides and guests. Eating, drinking, smoking or storage of any resident's personal items will not be permitted in this area.
- 6.6 Satellite Dish Policy. A resident is authorized to install, maintain, and use a satellite dish or antennae on that part of his/her unit that is within the exclusive use or control of the resident. "Within the exclusive use or control of the resident" shall mean that area that includes balconies, balcony railing, terraces, patios, and porches. Therefore, this policy shall be applicable only to those residents who have a balcony, patio, terrace, or porch. (see Appendix K: Public Housing Satellite Dish Policy for additional information)
- 6.6.2 Installation of the dish or antennae shall be by a professional install licensed by the State of North Carolina to conduct such installations. Prior approval of the actual installation by the Housing Authority shall not be required.

Housing Occupancy Plan

APPENDIX F – PUBLIC HOUSING COMMUNITY APPEARANCE POLICY

6.6.3 The resident will be responsible for any personal or physical damage to property or persons that results from the installation, maintenance, or use of the dish or antennae. Therefore, prior to the installation of the dish or antennae, a resident will be required to provide proof to the Housing Authority that general liability insurance has been obtained in order to fully cover claims that may result. The insurance policy must list the Housing Authority as an “Additional Insured” and be site specific

6.6.4 The following acts are prohibited in the installation, maintenance, and use of the satellite dish:

6.6.4.1 Holes cannot be drilled nor hammered through the railing or wall of the balcony when mounting the dish or antennae. Hardware such as a removable C-clamp or similar hardware must be used in order to avoid damage to the Housing Authority property. Placing holes through the railing or wall shall be considered damage which exceeds normal wear and tear, and the resident will be charged for such damage.

6.6.4.2 The dish cannot be mounted in any common area, such as a public balcony, stairway, the outside wall of the building or window sill, or roof of the unit.

6.6.4.3 Holes may not be drilled through the walls in order to install the cable wiring between the dish and the television.

6.6.4.4 The dish, including any pole, cannot be installed so as to extend horizontally or vertically beyond the boundaries of the resident’s individual unit.

5.7 Billing and Collection of Fees. All fees assessed pursuant to this policy will be added to the next rent statement issued for the resident, and will be due and payable on that statement’s due date

Appendix G:
PUBLIC HOUSING HOUSEKEEPING POLICY
LAST AMENDED: JUNE 21, 2011

1. PURPOSE:

To establish clear Housekeeping Policies and Procedures which are to be followed in the event that a resident fails to maintain his or her unit and/or rented appliances in accordance with the Lease provisions.

II. SCOPE:

To be used as a guide by Property Management, Maintenance, Client Services and other CHA staff to set forth procedures for the handling of cases involving poor housekeeping, and to establish guidelines for the identification of unsanitary conditions.

III. POLICY:

It is the policy of the Charlotte Housing Authority to identify families who have housekeeping violations and to inform them of the required housekeeping standards. This policy has been established to ensure a clean, healthy environment for all residents and to avoid insect and pest infestation. Those residents who cannot maintain their units in a sanitary condition shall be identified and given 10 days to clean up their unit. If after the 10 days period the unit is not satisfactory, the result may be Lease termination.

IV. DEFINITIONS

Unsanitary Not sanitary. Exhibiting elements such as filth which endanger health.

Some examples of unsanitary conditions are as follows:

KITCHEN, GENERAL:

- a. Dishes, pots, pans and/or other utensils used in food preparations that are not regularly washed after use and stored in the appropriate place. In other words, dishes, pots and pans, etc. which have evidence of food on them; have been left out; and are attractive to bacteria, insects and vermin. Food/grease residue on countertops, floors, walls, sinks, tables etc. Open food containers, not properly stored. Inadequate disposal of trash and garbage; uncovered and un-emptied containers.

Housing Occupancy Plan

APPENDIX G – PUBLIC HOUSING HOUSEKEEPING POLICY

Stove:

- a. Grease, food spills and dirt on or around the burners, under the stove top, or inside the oven area. Storage of inappropriate items in and around stove/oven area.

Refrigerator:

- a. Out-dated/spoiled food or beverage items, or cooked food left in plates and not placed in the proper storage containers. Includes food and liquid spills.

Bathroom:

- a. The sink and bathtub have stains from being used but not regularly cleaned.
- b. Dirty commodes and not flushing after each use.
- c. Dirty floors with soil and grime, urine or feces.

GENERAL:

Closets:

- a. Clothes not on hangers, not folded, but in piles on floors.

Other areas:

- a. Debris which has been allowed to accumulated without proper storage. Includes piles of clothing spread throughout, items blocking doorways and hallways; food , garbage or litter in other areas of dwelling; etc. Includes areas both inside and outside the dwelling unit.

Sanitary Clean and free of foreign materials, filth, or pathogens, which could endanger health.

Rented

Appliances Stoves, refrigerators, water heaters owned by the Charlotte Housing Authority

Overloaded .

Electrical

Outlets More than one appliance being serviced (plugged into) one outlet; standard is two outlets per plate.

Yard or Outside

Area

Conventional Sites - The grounds within ten (10) feet of a wall with an entrance door, but not on the sides of the buildings. The width of the yard is marked by the walls that separate the units.

Scattered Sites - These sites have two floors, with four units in each building. A common staircase serves all four units. The yard for these residents is the staircase, and the ground within ten (10) feet of the building. Residents are equally responsible for maintaining their yard areas. The breezeway and stairwell outside the door of each unit is the individual responsibility of that resident.

Note - Residents are held accountable for maintaining their yards regardless of who is responsible for littering.

**Reasonable
Accommodation**

Reasonable changes in certain procedures, services, or in the physical plan in order to assist those with disabilities to maintain tenancies and conform with Lease covenants.

**Individual
Service Plan**

A service plan designed to assist those with disabilities to conform to the Lease covenants through the provision of certain reasonable services.

Housekeeping Standards:

The Charlotte Housing Authority expects families living in its dwelling units to maintain the property and appliances in conditions similar to that which existed when they moved into the unit. Each resident must ensure a safe, decent and sanitary environment for the resident's family and his or her neighbors. The rental property includes the contiguous area immediately outside the unit (as described under the definition "Yard or Outside Area"), as well as the areas within the dwelling unit.

The Housekeeping Standards employed by the Authority are listed in Attachment B of this document as well as in your Resident Handbook.

Identification of Poor Housekeepers

Families may be initially identified as poor housekeepers in the following manner:

- a) During (1) a unit inspection; (2) 30 day move-in follow-up; (3) customer service visit by Property Management.
- b) By Maintenance personnel while performing service requests or other reasons to be in the unit;

- c) By CHA employees during home visits or other reasons to be in the unit;
- d) Outside agencies, organizations, or other individuals such as Fire Inspectors, Police Officers, Department of Social Service, or other residents.
- e) Sub-contractors, such as a Pest Control contractor, while performing routine pest control services.

Section 2: Procedures for Initial Contact

Source of Referral. The identification and referral of potential and actual violations of the Housekeeping Standards are everyone’s responsibility. Property Managers have the ultimate responsibility to enforce the Lease, but other employees have a role in ensuring that the units are maintained appropriately.

All referrals for poor housekeeping will be sent to the Property Manager of the property where the violation of the Housekeeping Standards occurs. Referral sources can be but are not limited to:

- a) Work Order Referrals: The Maintenance staff may check the poor housekeeping box on work orders when making repairs:
- b) Annual Inspections and Preventive Maintenance Inspections: When informal inspections are done, there is a block on the form to check for poor housekeeping. The inspection form indicating poor housekeeping is sufficient to start the process.
- c) Pest Control Contractor Unit Assessment Forms: Pest Control contractors indicate on the write-up those units which have housekeeping problems; and
- d) Written Memoranda: A written memorandum to the Property Manager describing the condition of the unit and date of observation.

Within five (5) days of receiving the referral, the Property Manager will mail/deliver the Housekeeping Inspection Letter (Attachment A) to the resident to schedule a home visit to inspect and evaluate the condition of the apartment and to discuss the Housekeeping Standards with the resident.

- (I) If, during the initial inspection, the Property Manager finds a condition in the Household that is unsatisfactory or perceives that the Household Members are unable to maintain a safe, decent and sanitary home or have other problems in the Household, the Property Manager will advise the resident that a follow-up visit will be conducted in 10 days. If conditions are not corrected at the follow-up visit; the Property Manager may proceed with

eviction.

NOTE: RESIDENTS WILL BE REQUIRED TO SIGN ALL INSPECTION FORMS TO VERIFY ACTION TAKEN BY PROPERTY MANAGEMENT.

Acceptable Housekeeping Standards

- a) If the apartment and rented appliances are in accordance with the Housekeeping Standards, the Property Manager will document the Inspection Form and inform the resident that an additional inspection will be conducted within thirty (30) days of that date.
- b) If the family has maintained the apartment and rented appliances in a satisfactory condition as determined by the 30-day inspection, the family's housekeeping shall be considered to be acceptable and the Property Manager will inform the family of the determination by using the Compliance with Housekeeping Standards Letter (Attachment C).

Unacceptable Housekeeping Conditions

- a) If the Housekeeping Standards are found to be unacceptable under the terms of the Lease, the Property Manager will make a recommendation for Lease termination and prepare and forward the picture and poor housekeeping documentation to the termination committee with the written recommendation for action.

Section 3: Repeat Offenders

Violations of CHA's Housekeeping Policies and Procedures that are reported to Property Management two (2) times within a twelve (12) month period or 2 consecutive failed inspections could result in Lease termination.

Attachment A – Sample Letter for a Housekeeping Inspection

DATE

Re: Housekeeping Inspection

Dear Resident:

The Authority intends to inspect your apartment on _____, _____ at approximately _____ a.m./p.m. We believe that there may be a housekeeping violation in your apartment. Enclosed you will find a list of the standards we will be inspecting.

If you are not at home at the time of scheduled inspection, we will leave written documentation outlining any violation (s) (unsatisfactory or unsanitary condition(s)) we find. The documentation will notate problems we identify that will need to be corrected. Within two (2) weeks of this inspection date, we will make a second inspection to see if the condition(s) have been corrected and the level of your housekeeping standards has been raised.

If your housekeeping standards have improved on our second inspection, we will make a third inspection within thirty (30) days to confirm your continued compliance with our Housekeeping Policy.

However, if after the second or third inspection you have not brought your apartment up to housekeeping standards, your case may be referred to termination committee for final disposition.

Poor housekeeping standards are in violation of your Lease and could lead to Lease termination. To avoid possible termination of your Lease, please read the enclosed list of standards and comply with the requirements.

Property Manager

Attachment B

HOUSEKEEPING STANDARDS - GENERAL CONDITIONS

1. The toilet, sink, tub and floor of the bathrooms will be regularly cleaned and kept in a sanitary condition.
2. Dishes, pots and pans, and other utensils used in food preparation and consumption will be regularly washed soon after use and stored when not in use.
3. The stove, refrigerator and kitchen sink will be kept free from foods not in containers (except as appropriate to their normal use) and will be regularly cleaned and kept free from grease, food spills and accumulations of dirt.
4. The floors throughout the apartment will be regularly cleaned and kept free from food and accumulations of dirt.
5. The interior of the apartment will generally be kept in a clean and livable condition.

Attachment C - Letter re: Housekeeping Compliance

DATE

Re: Compliance with Housekeeping Standards

Dear Resident:

On _____, 20_____, Property Management inspected your apartment to identify possible housekeeping violations.

Please be informed that your housekeeping has been brought up to standard and you will not be subject to further inspections.

If you have any questions concerning preventive measures that you can take to prevent this violation from re-occurring, please call your Property Manager at 704-_____.

Sincerely,

Property Manager

cc: File

APPENDIX H:
PUBLIC HOUSING PET POLICY
LAST AMENDED: JUNE 21, 2011

I. PURPOSE:

The purpose of this policy is to establish guidelines regarding the owning and keeping of pets in public housing developments owned or managed by the Housing Authority of the City of Charlotte, N.C. (the "Housing Authority).

II. SCOPE:

These guidelines apply to all public housing developments owned or managed by the Housing Authority.

III. POLICY:

All residents in public housing developments owned or managed by the Housing Authority are allowed to own and keep certain common Household pets in their respective units, subject to the following rules and regulations.

Those common Household pets are limited to small dogs; small cats; small tropical birds such as parakeets, budgies, etc.; and fish suitable for and commonly kept in a home aquarium. They do not include dangerous breeds of dogs (specifically including but not limited to Doberman pinschers, pit bulls [a/k/a American Staffordshire terriers], or Rottweilers) of any age or size; any bird other than small tropical birds which are commonly kept as pets; or dangerous fish. No other animals other than those listed in this paragraph may be kept as pets on any Housing Authority property.

These rules are part of the Dwelling Lease between the Housing Authority and the resident by reference and are enforceable accordingly.

These rules do not apply to animals that are used to assist the handicapped and/or disabled.

IV. ESTABLISHED RULES FOR KEEPING COMMON HOUSEHOLD PETS:

1. Approval by the Housing Authority as evidenced by a signed Lease addendum must be obtained prior to a resident owning and/or keeping a pet in the dwelling unit.

Housing Occupancy Plan

APPENDIX H – PUBLIC HOUSING PET POLICY

2. The Housing Authority will allow only the following common Household pets: small dogs; small cats; small tropical birds such as parakeets, budgies, etc.; domesticated rabbits, hamsters and guinea pigs (They must be caged at all times.); and fish suitable for and commonly kept in a home aquarium. The Housing Authority will not allow dangerous breeds of dogs (specifically including but not limited to Doberman pinschers, pit bulls [a/k/a American Staffordshire terriers], or Rottweilers) of any age or size; any bird other than small tropical birds which are commonly kept as pets; or dangerous fish. No other animals other than those listed in this paragraph may be kept as pets on any Housing Authority property. There is a limit of one pet per dwelling unit, with the exception of fish and birds.

3. A dog or cat must not weigh over 30 pounds when fully grown. Dogs and cats must be on a leash and accompanied by the owner whenever outside the dwelling unit.

Birds, rabbits, hamsters and guinea pigs must be caged at all times. Aquariums cannot exceed ten (10) gallons each.

4. There is a mandatory non-refundable pet deposit of \$150.00 and a refundable pet deposit of \$350.00 for a dog or cat. Both deposits are due and payable in full at the time of the execution of the Lease addendum allowing the pet to be present. The foregoing pet deposits are in addition to the security deposit paid by the resident.

The pet deposit may be used by the Housing Authority in its discretion to pay for reasonable expenses directly attributable to the presence of the dog or cat in the property, including (but not limited to) the cost of repairs and replacement to, and fumigations of, the resident's dwelling unit, as well as pet-caused damage to any public or common areas. In the event that the pet deposit or any part of it is used by the Housing Authority to pay for such reasonable expenses, the Housing Authority will notify the resident and the resident will be required to replenish the deposit in accordance with paragraph 1 of this Rule.

The Housing Authority shall refund the unused portion of the pet deposit to the resident within a reasonable time after the resident has moved from the property or no longer owns or keeps a pet in the dwelling unit.

5. Residents will be prohibited from owning and keeping pets in the dwelling unit or on Housing Authority property which the Housing Authority

Housing Occupancy Plan

APPENDIX H – PUBLIC HOUSING PET POLICY

reasonably believes to be dangerous to other pets, residents or staff such as dangerous breeds of pets, specifically including, but not limited to, dog breeds such as Doberman pinschers, pit bulls [a/k/a American Staffordshire terriers], and Rottweilers, regardless of their sizes.

6. Residents must abide by all state and local laws and ordinances governing the owning and keeping of pets, including all licensing and permit requirements, where applicable.
7. The resident must furnish a current license tag, where applicable, a current photograph of the pet, a statement(s) from a veterinarian showing that the dog or cat has had all inoculations and has been spayed or neutered prior to the signing of the Lease addendum, and must thereafter furnish a current license tag, where applicable, a current photograph of the pet and/or statements with respect to inoculations at the resident's subsequent yearly recertifications.
8. Pet Care
 - a. No outside cages, fences, or houses are permitted
 - b. Waste shall be disposed of immediately and properly in sealed plastic bags. Litter in cat litter boxes must be disposed of no less often than twice per week; waste must be scooped from cat litter boxes no less often than daily. Precautions must be taken by the resident to eliminate odors and maintain sanitary conditions inside the unit.
 - c. Food for pets must be sealed in a container kept inside the apartment.
 - d. Pets will not be allowed in areas such as lobbies, meeting rooms and laundry rooms. Dogs and cats must be carried on elevators and when passing through common areas to the outside. Dogs and cats must be kept on leashes when outside on Housing Authority property.
 - e. Dogs and cats cannot be left alone over eight (8) hours. The Housing Authority will attempt to contact the pet owner or responsible parties designated by the pet owner if any pet has been left unattended for more than 24 hours; however, in the event the Housing Authority is unable to obtain a favorable response to those efforts, the Housing Authority may remove or cause the appropriate authorities to remove the pet to a kennel or other facility, which will be at the pet owner's expense.

Housing Occupancy Plan

APPENDIX H – PUBLIC HOUSING PET POLICY

- f. The resident will be responsible to ensure that the pet does not disturb the neighbors, create odor problems, or constitute a threat or nuisance to others.
 - g. Residents cannot take pets with them while visiting other Housing Authority residents. Also, visitors will not be allowed to bring pets onto Housing Authority property for the purpose of either visiting or pet-sitting. Neighbors who pet-sit must do so in the pet owner's apartment.
 - h. Exterminations for fleas, mites, etc. at the pet owner's apartment will be the resident's responsibility; exterminations for fleas in common areas and in neighboring apartments shall be undertaken at the pet owner's expense.
 - i. The Housing Authority assumes no responsibility for pets during its own pest extermination program. The resident will be required to remove the pet during the Housing Authority-provided exterminations.
 - j. The Housing Authority reserves the right to inspect any pet owner's unit without prior notice if the Housing Authority has reasonable cause to suspect the pet is not being cared for and/or that the resident is unable to care for the pet properly.
 - k. The resident must be present during a scheduled dwelling unit inspection and any maintenance work order service if the unit is occupied by a dog or cat or other unrestrained ambulatory pet.
 - l. Pet bedding shall not be washed in any common laundry facilities.
 - m. Pets cannot be kept, bred or used for any commercial purpose.
10. Pet Safety
- a. The Charlotte Housing Authority reserves the right to refuse pet ownership to any resident whom the Housing Authority has reason to believe is unable to care for a pet properly.
 - b. Pets are not to be left chained or leashed outside the dwelling unit or anywhere on Housing Authority property.
 - c. Pets must be leashed and restrained under the control of a responsible person while being exercised outside the resident's dwelling unit.

Housing Occupancy Plan

APPENDIX H – PUBLIC HOUSING PET POLICY

- d. Any pet waste must be scooped, bagged, and properly disposed of immediately in all areas, including pet waste dropped outdoors.
 - e. The Housing Authority has the right to require removal of a pet if the pet's conduct or condition is determined to constitute a nuisance or threat to other residents, visitors, or staff.
 - f. Any pet which bites, attacks or threatens a human or animal shall be removed from Housing Authority property and permanently banned from all property owned by the Housing Authority.
 - g. A resident who violates any conditions of this policy may be required to remove his/her pet from the development within 10 days of written notice from the Housing Authority. The resident may also be subject to termination of his/her Dwelling Lease.
 - h. The Housing Authority's grievance procedures shall be applicable to all individual grievances or disputes arising out of violations or alleged violations of this policy.
11. Emergencies
- a. Prior to obtaining a pet, the resident must have at least two responsible persons who will sign a statement agreeing to remove the pet from the premises if the owner becomes ill or incapacitated or dies.
 - b. The Housing Authority has the right to remove the pet to a shelter at resident's expense in the case of emergency.
12. The Charlotte Housing Authority carries no insurance for pet owners with respect to any action by or to their pets. Residents are responsible for any damage caused by their pet, including the cost of fumigating or cleaning the unit. Also, any pet related insect infestation in the pet owner's unit will be the financial responsibility of the resident. The CHA reserves the right to exterminate, fumigate and clean any resident's unit and charge the responsible pet owner. A resident assumes full responsibility and liability for the pet and agrees to hold the CHA harmless from any claims caused by an action or inaction of the pet. A resident will be held responsible for any pets residing in his/her unit.
13. The Housing Authority reserves the right to create pet-free areas within any CHA property; in which event, a pet owner may be required to relocate to another dwelling unit.

Appendix I:
PUBLIC HOUSING FIRE POLICY
LAST AMENDED: JUNE 21, 2011

I. PURPOSE:

To establish uniform policies and procedures for the continued occupancy of units by residents whose units have been damaged by fire. To provide consistent guidelines to all personnel who have responsibility for making the determination concerning occupancy of units by those residents affected by the fire.

II. SCOPE:

To be used as a guide by Property Management, Capital Assets Procurement, Safety, and Client Services in evaluating fire-damaged unit(s) relating to continued occupancy by a resident after a fire has occurred.

III. POLICY:

Property Management shall maintain complete documentation (from the Charlotte Fire Department or other agency) to determine the advisability and safety of a resident's continuing to occupy a unit after a fire has occurred. Client Services/ Safety Department will provide documentation from the Charlotte Fire and Charlotte-Mecklenburg Police Departments or other agency to determine whether the fire was caused or significantly aggravated by the negligence or intentional act of the resident, his/her Household Members, or guests.

If a fire occurs in a unit, the resident will be responsible to the Authority for all costs associated with the fire, up to the amount of the Authority's insurance deductible, unless the fire was caused by Authority equipment failure or negligence, act of nature, civil strife or commotion, or other cause beyond the control of the resident. However, the negligence or intentional act of a resident's Household member, guests, or any other person under the control of the resident are deemed to be within the control of the resident, and the resident will be responsible for fires so caused.

- A. If the fire is found to have been caused or significantly aggravated by the negligence of the resident, his/her Household Members, guests or any other person under the control of the resident, the resident will be re-housed, and:
- If there have been multiple fires (two (2) or more) in a thirty-six (36) month period), the Authority will give appropriate notice to the resident that resident's Lease will be terminated, and will proceed

with Lease termination and eviction proceedings, if necessary.

- For each fire, whether or not the resident needs to be relocated, and whether or not the Authority proceeds with Lease termination and eviction proceedings, the resident will be responsible for all charges incurred by the Authority, not to exceed the Authority's insurance deductible. The resident will be required to pay the amount in full within a period of time determined by the Authority, based upon the resident's income, but in no event less than thirty (30) days or more than 24 months after receiving the bill.
- B. If the fire is found to have been caused or significantly aggravated by the intentional act of the resident, his/her Household Members, guests or any other person under the control of the resident, the resident will be re-housed, but the Authority will give the resident appropriate notice that his/her Lease will be terminated, and will proceed with Lease termination and eviction proceedings, if necessary. The resident will be responsible for all charges incurred by the Authority, not to exceed the Authority's insurance deductible, notwithstanding the fact that the Authority has proceeded with Lease termination and eviction proceedings. The resident will be required to pay the amount in full within thirty (30) days of receiving the bill.

Notwithstanding the foregoing, nothing in this policy is intended to waive or release any claim or rights that the Authority's insurer might have by subrogation or otherwise against the resident, members of his/her Household, guests or other person.

IV. DEFINITIONS

Adjoining Unit	Unit that is attached to the unit in which the fire occurred.
Barrier	Barricades, Do Not Enter signs, tape or ribbon barriers, or other delineation markings placed by the Fire Department or other agency to keep persons away from the affected area after a fire.
Deductible	The first agreed upon dollar amount not covered by the Authority's insurance carrier.
Displaced	Those residents and members of their Households who had to

Housing Occupancy Plan

APPENDIX I – PUBLIC HOUSING FIRE POLICY

be temporarily relocated due to the damage done to their unit(s) during the fire.

Emergency

Answering Service A telephone answering service contracted by the Authority to monitor and distribute service requests and emergency calls after normal working hours, weekends and holidays.

Emergency

Maintenance Maintenance staff person(s) on call as designated.

Fire

Investigation Action taken by the Fire Department or other agency to discover the cause of a fire.

Fire Report

A report originated by the Charlotte Fire and Charlotte-Mecklenburg Police Departments or other agency to document findings when investigating the cause of a fire.

Habitable

A unit where damage has occurred but is deemed by the Charlotte Fire and Charlotte-Mecklenburg Police Departments or other public agency and Facilities Director or his/her designee to be safe for occupancy.

Property Manager

The individual and/or his/her assistant who is responsible for the management of the community where the fire occurred.

Incendiary Insurance Carrier

Having to do with the crime of setting property on fire intentionally. The insurance company which carries the Authority's insurance coverage.

Multiple Fires

More than one (1) fire in a 12-month period.

Original Unit

The apartment unit where the resident was housed prior to the fire.

Suitable

Temporary Alternative, temporary housing provided by the Authority,

Housing Occupancy Plan

APPENDIX I – PUBLIC HOUSING FIRE POLICY

Housing	such as the nearest available Authority-owned or managed unit or other housing, as deemed necessary by the Authority, to a Displaced Resident(s).
Uninhabitable	A unit that is declared unsafe for occupancy by the Charlotte Fire Department or other public agency, and Director of Capital Assets, or his/her designee.
Unit	Apartment affected by the fire.

VI. PROCEDURE FOR REPORTING A FIRE

To report a fire in progress, you should (in order of Emergency Call List):

- Dial 911, first.
- Call your Community Management Office or Emergency Maintenance at the CHA's Answering Service (after regular business hours)
- Community Management staff or Answering Service will contact the Property Manager and/or the Regional Property Manager.

The City of Charlotte Fire Department responds to the call and notifies the Authority by using the Emergency Call List. Resident Safety has the responsibility for ensuring that all updated Emergency Call List telephone numbers are forwarded to the Fire Department on a regular basis.

VI. PROCEDURE FOR RESPONDING AND REPORTING TO A FIRE

A. Property Management Responsibilities

- When the Management staff is notified by the Emergency Answering Service or Emergency Maintenance staff, they are required to report to the site.
- The Property Manager is required to notify his/her supervisor and Safety investigator to advise them of the incident and/or the need to report to the site. The Regional Property Manager will then contact the Deputy Chief Operations Officer to apprise him/her of the situation.
- The Deputy Chief Operations Officer will contact the Chief Operations Officer and President/CEO to apprise him of the fire.

Housing Occupancy Plan

APPENDIX I – PUBLIC HOUSING FIRE POLICY

- The Property Manager will be available to provide information and assistance to the Charlotte Fire Department and the Charlotte-Mecklenburg Police Department.
- The Property Manager will be responsible for contacting the resident (or residents) affected by the fire to inform him/her as to whether he/she can return to his/her Unit, as determined by the Charlotte Fire Department or other agency.
- If the Charlotte Fire Department or other public agency determines that the Unit is Habitable the resident can return to the Unit as soon as all responding emergency personnel have left the scene.
- If the Charlotte Fire Department or other public agency determines that the Unit is **Uninhabitable**, the resident cannot return to the Unit and should be relocated to Suitable Temporary Housing.

Where multiple Units are fire/water/smoke damaged and residents require re-housing, these residents will be offered Suitable Temporary Housing (to be determined by the Chief Operations Officer), with the option of returning to their Original Units upon completion of repairs. (See Appendix C: Transfer Policy -Administrative Transfers Substantial Damage Due to Fires, Natural Disasters or Other Causes.)

- The Property Manager is required to document all fires which should include the following information (see the Update on Fire Memorandum, Attachment C):
 - a. Name/Address
 - b. Date/Time of fire
 - c. Any fatality information
 - d. Location of fire or origin of fire
 - e. Number of units affected by fire
 - f. Habitable/Uninhabitable information
 - g. Cause of fire (if known)
 - h.. Who started fire (if known)
- Copies of the Fire Memorandum should be distributed as follows:
 - a. Regional Property Manager (original)
 - b. Resident File
 - c. Resident Work Order File

Housing Occupancy Plan

APPENDIX I – PUBLIC HOUSING FIRE POLICY

- A copy of the Fire Memorandum (Attachment C) is to be forwarded to the Regional Property Manager within 24 hours. The Regional Property Managers will be responsible for forwarding this information to the Director of Housing Management and /or the Deputy Chief Operations Officer.
- The Regional Property Manager will forward copies of all documentation to the Director of Housing Management and/or the Deputy Chief Operations Officer. For Uninhabitable Units, the Regional Property Manager will request to relocate the affected residents, as a priority, to another available Authority unit/community.

B. Facilities Maintenance Responsibilities

- The Authority's Emergency Maintenance staff person is notified by the Emergency Answering Service and/or the Property Manager. They are required to report to the site to assess the seriousness extent of damage caused by the fire.
- The Emergency Maintenance staff person will contact Capital Assets to advise of the incident and/or the need to report to the site.
- The Emergency Maintenance staff will be available to assist the Charlotte Fire and Charlotte-Mecklenburg Police Departments as needed.
- The Emergency Maintenance staff will secure the burned Unit, if needed, after all emergency personnel have left the scene (i.e., board up Unit, replace windows, doors, etc.).
- The appropriate Maintenance Supervisor will conduct a full inspection of the damaged Unit within 24 hours of the fire. A preliminary cost estimate of the damages will be developed and submitted to the Regional Property Manager.

VII. Habitable Units

- The resident will be allowed to remain in the Unit if it is deemed safe for occupancy by the Charlotte Fire Department or other public agency.
- The Property Manager will send the Fire Damaged Unit/Habitability Letter (Attachment A) to the resident informing him/her that he/she can remain in

Housing Occupancy Plan

APPENDIX I – PUBLIC HOUSING FIRE POLICY

the Unit, as determined by the Charlotte Fire Department or other agency. Copies of the Fire Damaged Unit/ Habitability Letter should be distributed as follows:

- a) Resident (original)
 - b) Resident File
 - c) Resident Work Order File
 - d) Regional Property Manager
- Resident Safety will be responsible for forwarding all Fire Incident Reports (from the Charlotte Fire Department or other agency) to the appropriate Property Manager and Regional Property Manager.
 - Based on the Fire Incident Report (completed by the Charlotte Fire Department or other agency), stating written documentation from the Director Of Capital Assets the cost to repair the damaged Unit, the Property Manager will then begin the billing process. Bills may be adjusted later based on actual repair costs. If the fire was caused or significantly aggravated by the carelessness, negligence, or intentional act of the resident, members of his/her Household, or guests, or other persons under the control of the resident, then the cost of repairs, up to the CHA's insurance deductible, will be billed to the resident's account. If the fire was caused by carelessness or negligence, this amount is to be paid in full within a period of time determined by the Authority, based upon the resident's income, but in no event less than thirty (30) days or more than twenty-four (24) months. If the fire was caused intentionally, this amount is to be paid in full within thirty (30) days. Residents who dispute the findings of the Fire Incident Report or the cost of repairs billed to their accounts will be entitled to a grievance hearing in accordance with CHA's grievance procedures, unless the resident is not entitled to a hearing under the grievance procedure.
 - Notwithstanding the foregoing, nothing in this policy is intended to waive or release any claim or rights that the Authority's insurer might have by subrogation or otherwise against the resident, his/her family members, guests or other person.

VIII. Uninhabitable Units

- The resident will not be allowed to remain in the unit if the fire damaged unit is deemed unsafe for occupancy by the Charlotte Fire Department or other public agency.

Housing Occupancy Plan

APPENDIX I – PUBLIC HOUSING FIRE POLICY

- The Property Manager will send the Fire Damaged Unit/Uninhabitability Letter (Attachment B) to the resident (or residents in case of multiple Units), informing him/her that he/she cannot return to re-occupy his/her Unit, as determined by the Charlotte or other agency. Copies of the Fire Damaged Unit/Uninhabitability Letter should be distributed as follows:
 - a. Resident (original)
 - b. Resident File
 - c. Resident Work Order File
 - d. Regional Property Manager
- Residents, members of their Households, and their guests must be informed that all barriers have been placed around the Unit to prevent entry into the burned Unit(s) due to unsafe conditions. These barriers cannot be crossed as mandated by the City of Charlotte. Residents may re-enter a Unit by obtaining permission from the City of Charlotte Building Inspector (each resident must make arrangements to meet with the City Inspector), OR re-enter a burned Unit with authorization from the Property Manager and Maintenance personnel.
- Affected resident(s) will be transferred to other Authority conventional housing community, if a unit is available, and if no such unit is available, they will be referred to temporary housing, such as the American Red Cross, Emergency Shelters, or other family members.
- Property Managers will complete and forward the Update on Fire Memorandum (Attachment C) to their supervisor within 24 hours of the fire.
- The Regional Property Manager will forward copies of all documentation to the Director of Housing Management and / or Deputy Chief Operations Officer to request to relocate the resident, as a priority, to another available Authority Unit/ community.
- Upon receipt, Resident Safety will be responsible for forwarding all Fire Investigation Reports (completed by the Charlotte or other agency) to the appropriate Property Manager and Regional Property Manager.
- Based on the Fire Investigation Report (completed by the Charlotte or other agency), written documentation from Capital Assets stating the cost to repair the damaged Unit, the Property Manager (where the resident has been permanently relocated) will then begin the billing process. Bills may be adjusted later based on actual repair costs. If the cause of the fire is due to

the carelessness, negligence or intentional act of the resident, a member of his/her Household, or guest, then the cost for repairs, up to the Authority's insurance deductible, will be billed to the resident's account. If the fire was caused by carelessness or negligence, this amount is to be paid in full within a period of time determined by the Authority, based upon the resident's income, but in no event less than thirty (30) days or more than twenty-four (24) months. If the fire was caused intentionally, this amount is to be paid in full within thirty (30) days. Residents who dispute the findings of the Fire Incident Report or the cost of repairs billed to their accounts will be entitled to a grievance hearing in accordance with CHA's grievance procedures, unless the resident is not entitled to a hearing under the grievance procedure.

Notwithstanding the foregoing, nothing in this policy is intended to waive or release any claim or rights that the Authority's insurer might have by subrogation or otherwise against the resident, members of his/her Household, guests or other person.

A. Other Facilities Maintenance Responsibilities

- Within 24 hours, the Director of Capital Assets will visit the site to determine the cost of labor and materials to complete the repair of the Unit and to refurbish the Unit to occupiable condition.
- Within 48 to 72 hours submit a written report of the estimated damage costs to the Director of Procurement and Chief Operations Officer. The Director Of Capital Assets will also provide copies of this written documentation to the Property Manager and Regional Property Manager for that community.
- In coordination with the insurance adjuster and the Procurement Department, prepare general specifications for scope of work, and contact appropriate staff and contractors to repair Unit.

B. Contractor Administrator's Responsibilities

- Notify the Authority's insurance carrier of the incident, provide copies of fire and police reports, scope of work to repair, bid tabulation and proposal of the successful bidder.
- Coordinate activities of the insurance adjuster to expedite settlement of the claim.
- Enter into contract with successful bidder for repair of Unit(s) within seven (7) working days.

- After the contract is negotiated, the Director of Procurement and Energy Control will turn the job over to Capital Assets to oversee job completion within thirty (30) days.

IX. FIRES CAUSED BY FAULTY AUTHORITY-OWNED EQUIPMENT

If the cause of the fire is determined to be faulty Authority-owned equipment or negligence on the part of the Authority, the resident will be compensated for all losses of personal belongings and financial hardship caused by the inconvenience, as provided by the Authority's insurance carrier and investigation team.

The Property Manager should:

- Assist the resident in preparing any documentation/pictures pertaining to restitution to be made by the Authority.
- Monitor the progress of the repairs to ensure timely refurbishing of the entire Unit.
- Keep resident apprised of estimated date of re-occupancy, if appropriate.

The Authority shall have no obligation under this section for fires caused by any reason other than faulty Authority-owned equipment or negligence on the part of the Authority.

X. REPEAT OFFENDERS

Two (2) fires that are caused or significantly aggravated by negligence and/or carelessness on behalf of a resident, a member of his/her Household, the guest(s) of the resident or a member of his/her Household, or anyone else under the resident's control will be considered a Lease violation and the Authority will give the resident appropriate notice that his/her Lease will be terminated and legal proceedings for eviction will begin.

One fire that was caused or significantly aggravated by the intentional act of the resident, his/her Household Members, guests of the resident or a member of his/her Household, or anyone else under the resident's control will be considered a Lease violation and the Authority will give the resident appropriate notice that his/her Lease will be terminated and legal proceedings for eviction will begin.

This policy has been/is incorporated into the Charlotte Housing Authority's Housing Occupancy Policy.

Attachment A - Letter re: Unit Habitability

Date: _____

Address)

Re: Fire Damaged Unit/Habitability

Dear: _____

The Charlotte Fire Department (or other agency) has informed our agency that your unit, at _____ is safe for continued occupancy. If the cause of the fire is determined to be due to carelessness, negligence, or intentional act of you, a member of your Household, guests of you or any member of your Household, or anyone else under the resident's control, then you will be responsible to the CHA for the cost of repairs made to our property up to the amount of our insurance deductible, and you may also be responsible to the CHA's insurance carrier or others for their costs or damages.

If you dispute the findings of the fire department's or other agency's report concerning the cause of the fire, or if you dispute the cost of repairs billed to your account, you may request a grievance hearing in accordance with CHA's grievance procedures, unless that policy states that under the circumstances you are not entitled to a hearing, in which case CHA will not give you a grievance hearing.

If the cause of the fire is determined to be faulty CHA-owned equipment, you will be compensated for all losses of personal belongings and financial hardship caused by the inconvenience as provided by the CHA's insurance carrier and investigation team.

We always encourage residents to exercise safety measures to prevent fires. Remember to take precautions to protect your home and your family. Make sure to check your smoke detector to ensure it is operational at all times.

Sincerely,

Property Manager

cc: Regional Property Manager
Resident File

Attachment B - Letter re: Habitability

Date: _____

(Address)

Re: Fire Damaged Unit/Unsafe Conditions

Dear _____

The Charlotte Fire Department (or other agency) has informed our agency that your unit, at is unsafe for re-entry. The City has placed barriers around your unit to prevent entry. Within the next 5 to 10 days, you will receive a letter in the mail informing you of where you will be permanently re-housed. As a reminder, you must be accompanied by a CHA representative in order to re-enter your unit to remove your personal belongings. During regular business hours, your Property Manager will be available to assist you in this process.

If the cause of the fire is determined to be due to carelessness, negligence, or intentional act of you, a member of your Household, a guest of you or a member of your Household, or anyone else under the resident's control, then you will be responsible to the CHA for the cost of repairs made to our property up to the amount of our insurance deductible, and you may also be responsible to the CHA's insurance carrier or others for their costs or damages. If you dispute the findings of the fire department's or other agency's report concerning the cause of the fire, or if you dispute the cost of repairs billed to your account, you may request a grievance hearing in accordance with CHA's grievance procedures, unless that policy states that under the circumstances you are not entitled to a hearing, in which case CHA will not give you a grievance hearing.

If the cause of the fire is determined to be faulty CHA-owned equipment, you will be compensated for all losses of personal belongs and financial hardship caused by the inconvenience as provided by the CHA's insurance carrier and investigative team.

We always encourage residents to exercise safety measures to prevent fires. Remember to take precautions to protect your home and family. Make sure to check your smoke detector to ensure it is operational at all times.

Sincerely,

Property Manager

cc: Regional Property Manager
Resident File

Attachment C - Interoffice/Update on Fire
HOUSING AUTHORITY OF THE CITY OF CHARLOTTE
INTER-OFFICE COMMUNICATION

DATE: _____
TO: _____, **Regional Property Manager**
FROM: _____, Property Manager
SUBJECT: Update on Fire at _____

(Address)

There was a fire that occurred at the above address in the xxxxxxx community. Below is some additional information pertaining to the incident.

- Resident's Name _____
- Address _____
- Date of Fire _____
- Time fire occurred _____
- Location/Origin of Fire in Unit _____
- Cause of fire (if known)? _____
- Who Started fire (if known)? _____
- Were multiple units damaged because of this fire? _____
- (If yes, list unit addresses) _____
- Were there any fatalities? _____
- If yes, list name(s) _____
- Per the Charlotte Fire Department (or other agency), will this family need to re-housed because this unit has been declared uninhabitable? _____

cc: File

Appendix J:
Housing Authority of the City of Charlotte, NC
LIMITED ACCESS AND BANNING POLICY AND PROCEDURES
LAST AMENDED: JUNE 21, 2011

WHEREAS, one of the missions of the Housing Authority of the City of Charlotte, N.C. (“the CHA”) is to provide safe, secure, and decent housing, to combat drug-related crime and other crimes within its developments, and to safeguard the quiet enjoyment of its property for its residents and employees; and

WHEREAS, the CHA has a significant interest in preventing the commission of crimes such as trespass, vandalism, illegal drug activity, and other harmful and improper behavior within and adjacent to its property; and

WHEREAS, the elimination from CHA property of persons who have no legitimate business on CHA property and/or who commit drug-related criminal activity or other harmful or improper behavior is a reasonable means to combat crime and safeguard the quiet enjoyment of its property; and

WHEREAS, the CHA desires to adopt a limited access and banning policy that effectuates its mission and interests while permitting constitutionally-protected expression and association;

NOW, THEREFORE, pursuant to the powers vested in the CHA pursuant to Section 157-9(c) of the North Carolina General Statutes, and in accordance with Sections 14-159.12 and 14-159.13(1) of the Criminal Code of North Carolina, the CHA hereby adopts the following “Limited Access and Banning Policy and Procedures” (“the Banning Policy”) effective as of the date approved by the CHA Board of Commissioners:

Section 1. **Purpose.** The CHA communities are for the exclusive use and enjoyment of CHA residents, members of their Households, and legitimate guests and visitors unless they are banned for prior reasons. All other persons will be regarded as trespassers subject to prosecution as allowed by state or municipal ordinance. The purpose of this Banning Policy is to limit access and use of CHA property to the persons

Housing Occupancy Plan

APPENDIX J – LIMITED ACCESS AND BANNING POLICY

who have no legal or legitimate reason to be on the premises. A person who does not have a specific legitimate purpose to be on CHA property shall not be permitted on the property.

Section 2. **Application.** This Banning Policy applies to all public housing developments owned and/or managed by CHA, and applies retrospectively and prospectively to all tenants living in units within those developments.

Section 3. **Legitimate purpose.** The following persons are presumed to have a specific legitimate purpose on CHA property and are not subject to banning from CHA property, unless otherwise mandated by CHA policy or by law:

- 3.1. Invited guests of CHA tenants who are accessing the development within the scope of their invitation, and who have not committed any of the acts enumerated in Section 4 below;
- 3.2. CHA employees, commissioners, representatives, agents, contractors, and law enforcement officials carrying out official PHA or law enforcement business on PHA property; and
- 3.3. Persons, not aforementioned, who are on CHA property with CHA express permission and who are not otherwise violating CHA policy or any state or federal law on the property.

Section 4. **Non-Legitimate purpose.** The following persons are presumed not to have a specific legitimate purpose on CHA property and are subject to temporary or permanent banning from CHA property:

- 4.1. All persons who are not CHA employees, commissioners, representatives, agents, contractors, and law enforcement officials carrying out official CHA or law enforcement business, and also are not CHA tenants or the invited guest of CHA tenants unless that person has been banned.
- 4.2. All persons who commit the following acts on CHA property, whether or not they are included in the categories set forth in Section 3, above:

Housing Occupancy Plan

APPENDIX J – LIMITED ACCESS AND BANNING POLICY

4.2.1. Assault, battery, arson, robbery, vandalism, malicious destruction of property, disturbing the peace, murder, manslaughter, rape, sexual assault, prostitution and/or the solicitation thereof, abduction, kidnapping, illegal gambling, harassment, stalking, violation of protective, restraining, or peace order, domestic violence, the attempt to commit any of the aforementioned crimes, or engaging in any other physical behavior that injures, or threatens to injure, the health of CHA tenants, employees, commissioners, representatives, agents, contractors, any law enforcement official, or other member of the public;

4.2.2. Engaging in any illegal behavior involving illegal drugs and/or illegal drug paraphernalia, including, but not limited to, possession and/or distribution of said drugs and/or paraphernalia;

4.2.3. Engaging in any illegal behavior involving firearms or other deadly weapon, including, but not limited to unlawful possession, concealment or use of a said firearm or deadly weapon;

4.2.4. Public urination, public nuisance, and other public display of disorderly, lewd or lascivious conduct on CHA property;

4.2.5. Damaging, destroying, vandalizing, defacing, or otherwise reducing the value of the real and/or personal property of the CHA, its employees, commissioners, representatives, agents, tenants, contractors, any law enforcement official, or other member of the public;

4.2.6. Remaining in an area for no obvious reason, e.g., hanging around on CHA property without legitimate business;

4.2.7. Significant (including but not limited to repeated violations, bulk trash, dumping, etc) littering on CHA property;

4.2.8. Engaging in any illegal behavior involving automobiles or other vehicles including, but not limited to, reckless driving, destruction, and theft;

Housing Occupancy Plan

APPENDIX J – LIMITED ACCESS AND BANNING POLICY

4.2.9. Engaging in any apparent gang-related activity on or within one (1) mile of CHA property;

4.2.10. Theft of the personal property of the CHA, or CHA tenants and others;

4.2.11. Allowing a member of the Household, who is a minor child, to violate a curfew imposed by local law enforcement;

4.2.12. Any other behavior that substantially interferes with the right, comfort, convenience and/or safe and peaceful enjoyment of CHA property by CHA employees, commissioners, representatives, agents, tenants, contractors, any law enforcement official, or other member of the public.

The CHA specifically reserves the right to add or delete from the acts set forth above in this Section 4, as appropriate.

Section 5. **Exclusion and Banning.** Only the following designated persons are authorized to enforce this Policy by issuing a “Notice of Banning” pursuant to the terms and conditions of this Policy: CHA Community and Regional Property Managers; Resident Safety Department personnel; CHA contracted private security contractors; and Mecklenburg County law enforcement officers.

Any person who desires access to any CHA development, including any person located on or in the buildings, walk ways, grasses, playgrounds, parking lots, drives and other common areas of any CHA development, will be required by any law enforcement or CHA personnel to identify himself or herself by showing appropriate written identification, and to prove a specific legitimate purpose to be on the development premises when asked to do so.

All other non-tenants determined to be without a specific legitimate purpose for being on the CHA property shall be asked to leave the property immediately, and may be issued a written “Notice of Banning” in accordance with these procedures.

5.1 The following persons are automatically banned or excluded from the CHA premises:

Housing Occupancy Plan

APPENDIX J – LIMITED ACCESS AND BANNING POLICY

5.1.1 Terminated Criminal Tenant. Any tenant who engages in drug-related and/or violent criminal activity, and whose Lease is terminated by the CHA through the issuance of a “Notice of Lease Termination” letter; and

5.1.2. Non-tenant Without a Specific Purpose for Being on CHA premises. Any non-tenant (a person other than those listed on a CHA Lease) *with no specific legitimate purpose* for being on CHA property are not permitted on CHA property. Whether a non-tenant has a specific legitimate purpose to be on any particular CHA property shall be determined by the CHA, as defined by the terms of this Banning Policy and the CHA’s procedures.

5.2 The “Notice of Banning”. Banned persons shall be provided written notice of their banning through the issuance of a “Notice of Banning” in accordance with procedures outlined herein. The Notice shall advise that he/she will be trespassing if he/she returns to CHA property; will state the reasons with specificity for denying entry; and will reference appropriate grievance procedures. The duration of the ban is within the discretion of the CHA as more fully set forth in Section 13.2. The CHA shall enforce this Banning Policy uniformly and in accordance with procedures outlined herein. In the event that a Notice form is not readily available at the time of the banning, a verbal notification will be given and a written Notice form will thereafter be issued within 24 hours of the issuing of the verbal Notice. Said written Notice shall be mailed to the address previously provided to CHA or law enforcement personnel at the time of the issuance of the verbal Notice.

5.3 Tenant Notice. In the event the banned person is listed as a Household member on a CHA Lease, or is a friend, guest, or otherwise connected with a CHA tenant, the CHA shall provide a copy of the Notice of Banning to the Head of Household advising the Head of Household that said Household member has been banned from CHA property. Said Notice shall state the duration of the ban, as well as the possible penalties (including eviction of the entire family) if the Head of Household and/or any other family member fails to cooperate with the terms of the

Housing Occupancy Plan

APPENDIX J – LIMITED ACCESS AND BANNING POLICY

Notice. Tenant must get actual notice for each person banned prior to lease violation- unless it is known that the resident knew the person was banned.

54 Emergencies. In extraordinary circumstances involving an emergency or other unusual circumstance, for good cause shown, the CHA Resident Safety Manager, in his/her discretion, may decide to dispense with any or all notice requirements of the “Limited Access and Banning Policy”.

Section 6. The “Banned Persons” List. In accordance with its procedures, the CHA, in cooperation with law enforcement, shall maintain and monthly update the list of persons who have been banned from CHA property. Copies of the “Banned Persons” list shall be posted conspicuously for public viewing at the management office or other appropriate place within each housing community, and all residents shall be informed of the location of the list. All pertinent CHA staff shall receive copies of the initial and updated list, as shall law enforcement. Any modifications to the ban list should be listed in the ban list.

Section 7. Enforcement/Law Enforcement. The CHA shall enforce this “Limited Access and Banning Policy” consistent with the criminal trespass provisions of N.C. G.S. 14-159.13, and in accordance with CHA procedures. The CHA has entered into a Memorandum of Understanding (“MOU”) with the Charlotte-Mecklenburg Police Department (“CMPD”) regarding each party’s responsibilities with regard to the enforcement of this Banning Policy. The MOU, among other things, authorizes CMPD officers to make inquiries of persons on CHA property and to inform any person without specific legitimate business that he/she may be subject to arrest for trespassing if they remain on CHA property. Pursuant to N.C.G.S. 14-159.13, any sworn officer with CMPD shall be authorized to arrest and remove all banned persons who have returned to CHA property in violation of this Banning Policy.

Section 8. Procedure for Appeal of a “Notice of Banning” Immediately After Issuance.

Housing Occupancy Plan

APPENDIX J – LIMITED ACCESS AND BANNING POLICY

A person being banned or any interested resident shall have the right to appeal the issuance of a “Notice of Banning”. The appeal must be in writing and be delivered to the Resident Safety Manager within ten (10) business days of the issuance of the Notice. An appeal hearing will be conducted on a monthly basis at a site determined by the Resident Safety Manager. The appeal hearing will be conducted by a neutral third party to determine if good cause existed to issue the Notice. The hearing officer shall have the discretion to continue the Notice, lift the Notice immediately, or maintain the Notice for a pre-determined period of time.

Section 9. **Training and Accountability** The CHA shall train all housing managers and other pertinent personnel, and the CMPD officers on the proper implementation of this Banning Policy so that the Banning Policy is carried out thoroughly and uniformly. The CHA Resident Safety Manager will coordinate the training and oversee all banning pursuant to this Banning Policy. The Resident Safety Manager shall maintain records of all banned persons, “Banning Policy” notices issued, and the “Banned Persons” list, and shall purge names from the “Banned Persons” list as appropriate. When required, the Resident Safety Manager shall appear in court proceedings related to the enforcement of issued bans. To the extent practicable, “read only” copies of the “Banned Persons” list shall be maintained and disseminated among CHA staff and law enforcement via computer, with appropriate confidentiality safeguards in place.

Section 10. **Communication and Advertisement**. The CHA shall develop and disseminate appropriate brochures, flyers, “no trespassing” signage, and/or other methods to communicate the terms of this Banning Policy to CHA residents and non-residents who enter CHA property.

Section 11. **Tenant Leases**. A tenant’s assistance in the violation of this Banning Policy by another tenant, or by a non-resident, shall constitute a material Lease violation, the penalty of which may include eviction. This Policy shall be incorporated, through appropriate language, in all tenant Leases or addendums, in accordance with the notice and comment procedures and other legal requirements.

Housing Occupancy Plan

APPENDIX J – LIMITED ACCESS AND BANNING POLICY

Section 12. **No Waiver of Rights or Options.** Nothing in this Banning Policy is intended to waive, replace, supersede, or otherwise limit the CHA's ability to exercise any and all other rights or options available to it by law. A decision by any employee of the CHA in one circumstance relating to one person shall not constitute a waiver of the CHA's rights or options under this Banning Policy relating to another person.

Section 13. **Removal from the "Banned Persons" List.** Persons who are banned from the CHA property, and who do not appeal the "Notice of Banning" within the specified ten (10) business days described above in Section 8 of this Policy, will be banned from CHA properties. Unless otherwise stated, said person will remain banned from CHA properties until a written request for appeal is submitted and the ban is lifted in accordance with the procedures outlined below. For those persons who are banned from the CHA property and who do appeal the Notice within ten (10) business days, those persons will continue to be considered to be persons who are banned from the CHA property until such time as the Notice is overturned upon appeal. CHA will make every attempt to schedule the appeal hearings will be scheduled within ten (10) business days of CHA's receipt of request. This may be contingent on the availability of the third party panel, should this process be utilized.

13.1. For offenses that are related to felonious drug offenses, violent criminal offenses, or other serious crimes affecting the overall safety of the community (such as child molestation and crimes against the elderly), the Notice of Banning will be in effect for a minimum of three (3) years before an individual can become eligible to appeal the Notice of Banning. In addition, the individual must not have committed any drug-related or violent crimes during this time frame, either on or off CHA property. During the three-year period, any arrest for violating the provisions of the Notice by trespassing on CHA property will also disqualify the individual from being eligible to have an appeal hearing.

13.2. For all other offenses, generally considered misdemeanors in a criminal court, the period of banning will be a minimum of one (1) year before the Notice of Banning can be appealed. Possession of drug paraphernalia, while a drug-related offense, will fall into this category if the original Notice was for drug paraphernalia only, and not for felony

Housing Occupancy Plan

APPENDIX J – LIMITED ACCESS AND BANNING POLICY

drug possession or use. The person must have not committed any drug-related or violent crimes during the one-year time frame, either on or off CHA property. During the one-year period, any arrest for violating the provisions of the Notice by trespassing on CHA property will also disqualify the individual from being eligible for an appeal hearing.

If a person is found to be eligible to have an appeal hearing based upon the criteria above, then a “Notice of Banning Appeal Hearing” with a neutral third party person will be scheduled by the Resident Safety Manager. It will be the responsibility of the person requesting that the Notice of Banning be lifted to furnish the hearing officer with any documentation related to his/her appeal that may reflect favorably on their appeal. CHA employees, CHA residents, and law enforcement officers may be called to testify on the behalf of the CHA to present evidence on why the Notice should stay in effect. If the hearing officer decides that there is no good cause to continue the Notice and that the banned individual no longer represents a danger to CHA communities, then the Notice of Banning can be lifted immediately and a letter issued to the banned person allowing him/her entry onto CHA properties without criminal reprisals.

Section 14. **Purging of the “Banned Persons” List.** The CHA may purge the “Banned Persons” list at any time at which the CHA determines that purging the list would enable the CHA to better administer this “Limited Access and Banning Policy.”

Section 15. **Door-To-Door Sales Solicitations.** Under no circumstances does the CHA allow non-CHA resident door-to-door sales solicitations in person, or through the use of notices or flyers on CHA property. Persons who attempt to conduct door-to-door sales at CHA housing developments are subject to the CHA’s Limited Access and Banning Policy as described above.

If a CHA resident desires to distribute other types of notices or flyers in his or her development, the resident must provide the development’s property manager with a copy of the proposed notice or flyer and obtain advance approval of his or her property manager. A resident distributing such notices or flyers must ensure that the notices or flyers do not become litter or otherwise disrupt the peaceful use and enjoyment of the development by other residents.

**Appendix K:
Public Housing Satellite Dish or Antenna Policy
LAST AMENDED: JULY 8, 2009**

A satellite dish or antenna may only be installed on a balcony or patio that is totally within the individual Leased premises. No part of the antenna or dish may extend beyond the balcony railing line or patio line.

No holes may be drilled in any exterior wall, roof, window, or balcony railing. Devices that extend the dish or antenna beyond the balcony railing or patio line may not be used. The satellite or antenna system must be a stand-alone system. A resident may not splice into any existing wires or cables. A professional installer must install the dish or antenna. The “hook-up” to an inside receiving device can be made by either a flat cable under a sliding door or by means of a device on a window that allows a signal to pass through the glass.

Residents will be totally responsible for any personal or physical damage to property or persons as a result of damage or injury caused by the dish or antenna.

Residents must obtain liability insurance adequate to fully cover claims that may be made by the property owner/manager or third parties as a result of damage or injury caused by the dish or antenna. The insurance must list the owner/manager as an additional insured.

A security deposit of \$50 will be required to cover any physical damage caused by the installation.

Appendix L:
Sample Public Housing Lease
LAST AMENDED: JULY 8, 2009

Conventional Public Housing Programs
Apartment Lease
Housing Authority of the City of Charlotte
1301 South Blvd, Charlotte, NC 28203

Resident:	Unit ID NO.
Social Security No:	No. of Bedrooms:
Residents Address	Security Deposit:
Zip Code:	
Site Name:	Move In Date:
Site Address	
Site Tel. No	Anniversary Month:

Witnesseth That:

The Housing Authority of the City of Charlotte ("the Authority"), a body corporate organized and existing under the laws of the State of North Carolina, relying upon the representations made to it by the Resident as to his/her Household composition, employment and income of head of Household and members of the Household, enters into this Lease ("Lease") with the above-named resident ("Resident") for the above described unit ("Unit") upon the following terms and conditions:

Part A: General Terms

1. FAMILY COMPOSITION: Resident agrees that the persons identified below are the only members on his/her Household who will reside in the unit:

<u>Members</u>	<u>Date of Birth</u>	<u>Age</u>	<u>Sex</u>	<u>Relation</u>	<u>Social Security</u>
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2. RENT: Resident, upon signing this Lease, agrees to pay ____ for the whole /partial month ending _____. Resident will pay _____ on the first (1st) day of each month starting _____. Payments made as rent will be applied to outstanding balances. Payment will be made by check or money order and

Housing Occupancy Plan

APPENDIX L- SAMPLE PUBLIC HOUSING LEASE

mailed to the Authority's Central Office at P. O. Box 36795, Charlotte, NC 28236 or hand delivered to the Authority Central Office at 1301 South Blvd, Charlotte. A service charge of twenty dollars (\$20.00) will be charged to any Resident whose personal check is returned unpaid by the bank. The authority may also refuse to accept further personal checks from Resident if two checks have been returned unpaid by the bank.

If rent is not paid by the fifth (5th) day of the month, Resident will be sent a fourteen (14) day notice of Lease termination. If the full amount of rent owed, including other outstanding charges, is not paid by the termination date, the Lease will terminate and eviction papers will be filed. Lease termination does not release Resident from liability for delinquent rent or other charges.

3. **LATE FEES:** If rent is not paid by the (5th) day of the month, a late fee of fifteen (\$15.00) will be charged.

4. **SECURITY DEPOSIT:** Resident agrees to pay a security deposit on the total amount of _____. **The deposit** will be equal to two (2) months rent, and shall not at any time be less than one hundred dollars (\$100.00) or more than three hundred dollars (\$300.00). Upon termination of this Lease for any reason, the Authority shall apply the security deposit to any outstanding charges owed by the Resident to the Authority. Within thirty (30) days after Resident vacates the Unit, the Authority will send an itemized statement to Resident indicating the charges to which the security deposit was applied. If the security deposit was sufficient to pay all outstanding charges incurred by the Resident, the Authority shall at the same time refund any remaining portion of the security deposit to the Resident. If the security deposit was not sufficient to pay all outstanding charges incurred by the Resident, the Authority shall mail to the Resident an itemized bill setting forth the charges owed in excess of the amount of Resident's security deposit, and those charges shall be immediately due and payable to the Authority by Resident.

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Lease continues on pre-printed pages 2 through 8)

Original – Resident Folder

Page 1 of 8

5. **CHARGES FOR MAINTENANCE, SERVICES, AND RENT UNDERPAYMENT:**

Resident agrees to pay to the Authority charges and costs for maintenance, keys, trash/litter pick-up, repairs, service beyond normal wear and tear, other charges and surcharges as reflected in the current "Schedule of Charges for Sales and Services" posted in the Management Office, and charges for rent underpayment. Charges for rent underpayment may be incurred by under-reporting income, failing to report income, failing to report changes in Household composition, or delay in reporting income increases, as outlined in Part B.3 of this Lease. All charges are due thirty (30) days after Resident receives written

Housing Occupancy Plan

APPENDIX L- SAMPLE PUBLIC HOUSING LEASE

notice of the charges.

6. **UTILITIES:** Resident will pay for any use over and above the allowed free amount for utilities, if any. The charges for excess utilities are due thirty (30) days after Resident receives written notice of the charges. The Authority will not be responsible for failure to furnish utilities by reason of any cause beyond its control. In units where appliances are furnished by the Authority, Resident agrees that he or she will utilize those appliances and will not remove or replace them or use other appliances in their place without written permission from the Authority. Resident also agrees that Resident and the members of Resident's Household and guests will not alter or tamper with energy conservation measures installed by the Authority in the Unit or on any CHA property.
7. **EVICTION COSTS:** Resident may be charged a fee to cover costs such as removal of property from the Unit and court costs directly associated with merited legal proceedings.
8. **LEASE TERM:** The term of this Lease is one year. Unless earlier terminated, this Lease shall automatically renew at the end of each one-year term for an additional year. However, automatic renewal of this Lease shall not apply if a) Resident has given the Authority thirty (30) calendar days prior written notice that Resident does not wish to renew the Lease and vacates the Unit before the end of the initial term of the Lease; or b) Resident resides in a Hope VI Community, is not exempt from the Authority's community service/self-sufficiency requirement, and has failed to comply with that requirement. In those cases, the Authority will offer that Resident the opportunity to cure his/her non-compliance during the next twelve months and will enter into a written agreement for that purpose with him/her. If a Resident fails to cure his/her non-compliance during the twelve months set forth in the written agreement, that failure will be grounds for termination of this Lease; or c) Resident or another Household member has breached a material term of this Lease Agreement and the landlord has terminated the Lease Agreement in accordance with its terms.
9. **OCCUPANTS:** The Unit is to be used as a residence only for the Resident and the members of his/her Household listed above and as amended in accordance with this Lease. Resident agrees that no other persons can live in the Unit without the approval of the Authority and agrees to notify the Authority within ten (10) calendar days of any changes in the number of persons in the Household. All changes must be approved in writing by the Authority.
10. **NO SUBLETTING:** Resident agrees not to assign the Lease or to subLease the Unit and not to provide accommodations for boarders or lodgers.
11. **CONDITION OF THE UNIT:** Prior to occupancy, the Authority and the Resident, or Resident's representative, will inspect the Unit. The Authority will prepare and furnish Resident a copy of the Unit Inspection Report concerning the condition of the Unit and the equipment provided. By signing a copy of the Report, Resident will acknowledge that the Unit is safe, clean, and in good condition, and that the appliances and other equipment are in good working order, except as stated in the Report. If during the first fourteen (14) days after occupancy Resident discovers deficiencies, Resident may give written notice thereof to the Authority. Thereafter, the Unit Inspection Report shall be presumed to be a complete and accurate description of the condition of the Unit. Inspections shall also take place annually, semi-annually, as needed, and upon termination of the Lease.

NOTE: All policies referred to in this Lease are part of the Authority's "Housing Occupancy Policy (HOP)", , a copy of which is posted in the Property Manager's office and incorporated herein by reference.

Housing Occupancy Plan

APPENDIX L- SAMPLE PUBLIC HOUSING LEASE

PART B. ADMISSIONS AND OCCUPANCY

1. **TRUE AND CORRECT INFORMATION ON FAMILY COMPOSITION, INCOME AND OTHER:** Resident agrees to give true and complete information about the number of Household Members, the incomes of all occupants, the status of all occupants as United States citizens or nationals or as having eligible immigration status, and any other information which is deemed necessary to determine eligibility, rent and proper bedroom size. Giving false information on any of the above, or withholding true and correct information on same, will constitute grounds for the termination of this Lease.
2. **GUESTS:** "Guest" means a person temporarily staying in the unit overnight with the consent of the Resident, or with the consent of another member of the Household who has the express or implied authority to consent on behalf of the Resident. Residents may have guests, but Residents must notify the Property Manager if any guest is to stay longer than two (2) consecutive weeks.
3. **OTHER PERSON UNDER RESIDENT'S CONTROL:** "Other person under Resident's control" means a person who, at the time of the activity in question, was not staying in the unit overnight and was on the premises because of an invitation from the Resident, or because of an invitation from another member of the Household who has the express or implied consent from the Resident to invite the person.
4. **PREMISES:** The building or complex or development in which the public housing dwelling unit is located, including common areas and grounds.
5. **CHANGES IN FAMILY COMPOSITION AND/OR INCOME:** Resident further agrees to inform the Authority within ten (10) working days of any changes in the number of persons in the Household or income. Resident agrees to initial changes in the Lease. The rent established at admission or the last annual re-certification date shall remain in effect between regular rent determination dates unless one of the following occurs:
 - a. The family income from all sources goes down and is expected to stay down until the next regular recertification date; or
 - b. A Household member with income relevant to the determination of rent is added to or deleted from the Lease; or
 - c. The family income from all sources increases by \$200 or more per month and the increase is expected to last at least 30 days

Temporary rent adjustments can be made in special circumstances, such as for layoffs, illnesses, and other hardships, with proper verification.

However, Resident will not be entitled to a decrease of rent if the Authority receives written verification from a welfare agency that Resident's benefits were reduced or Resident was terminated from an assistance program because Resident either (1) committed fraud or (2) did not comply with economic self-sufficiency program or work activities requirements required by that agency.

6. **TRANSFERS:** The Authority can require Resident to transfer to another site or unit for reasons including, but not limited to; family composition; participation in or termination from the Family Self-Sufficiency Program; renovations to or demolition of the Resident's unit; and medical reasons.

Housing Occupancy Plan

APPENDIX L- SAMPLE PUBLIC HOUSING LEASE

Resident agrees to comply with the transfer request upon notification by management of the availability of a suitable unit. Failure to comply with the request to transfer will constitute grounds for termination of this Lease.

7. **ANNUAL RECERTIFICATIONS:** The Authority will re-certify the eligibility, proper rent, and bedroom needs of each Resident. The annual re-certification will be made according to a schedule developed by the Authority, but will generally be no less often than every twelve (12) months except in the case of elderly and disabled Households who will be re-certified no less often than every twenty-four (24) months. Failure to report for annual re-certification after proper notice will constitute grounds for the termination of this Lease. If the resident requests to complete the re-certification after a termination notice has been issued, the re-certification will be effective retroactively to the original effective date that was established prior to the issuance of the termination notice. Resident agrees to promptly furnish such information and certifications regarding income and family composition as may be necessary for the Authority to determine rent, eligibility, and appropriateness of dwelling size, including authorization to complete a criminal background check on all Household Members 16 years of age and older. Resident further agrees to disclose to the Authority at any time (and not just at recertifications times) any information received by the Resident from the United States Department of Housing and Urban Development concerning income, earnings, wages, or unemployment compensation of the Resident or any family or Household member.
8. **MINIMUM RENT:** If Resident is placed on Minimum Rent (as such may be set from time to time by the Authority) Resident must report to the Manager every ninety (90) days with current information as may be required to determine whether or not Resident qualifies to continue at the minimum rate. Failure to report to the housing manager with information by the sixth (6th) working day of every third month, as required, will constitute grounds for termination of this Lease. If the income and expenses of the Resident or any member of the Household change such that the Resident may begin paying Rent, the Rent will be charged beginning on the first day of the third month following the change in income. The Resident will no longer be on a bi-monthly reporting basis once he or she begins to pay Rent.

- (1) **HARDSHIP EXEMPTION:** A Resident may be qualified for a Hardship Exemption from the requirements of this Lease for a period of up to ninety (90) days if they pay minimum rent or are participating in a "Moving Forward" rent initiative program. A copy of the Hardship Policy is available in the Property Manager's Office. ;

Residents who believe they are qualified for a Hardship Exemption must request the exemption from their Property Manager. The Authority has the right to request that the Resident provide, during the ninety (90) days, starting on the date of the Resident's request for the exemption, reasonable documentation of the nature of the claimed hardship.

A Resident who disagrees with the Authority's determination as to whether or not the Resident has a hardship, or whether a hardship is temporary or long term, may request a grievance hearing.

PART C: OBLIGATIONS OF THE AUTHORITY

The Authority shall be obligated, as follows:

1. To maintain the Unit and the Development in a decent, safe and sanitary condition.

Housing Occupancy Plan

APPENDIX L- SAMPLE PUBLIC HOUSING LEASE

2. To comply with requirements of applicable building codes, housing codes and HUD regulations materially affecting health and safety.
3. To make necessary repairs to the Unit within a reasonable time. Damages or defects which cause hazards to life, health or safety will be handled in accordance with the HOP.

To keep development buildings, facilities and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition.
4. To maintain in good and safe working order and condition: electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by the Authority.
5. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Resident family) for the deposit of trash, garbage, rubbish and other waste removed from the Unit by the Resident.
6. To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year except where heat or hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection.
7. To notify the Resident of the specific grounds for any proposed adverse action by the Authority. Such adverse action includes, but is not limited to, a proposed Lease termination; transfer of the Resident to another unit, imposition of charges for maintenance and repair, or for excess consumption of utilities.
8. To provide Resident, at Resident's request, the opportunity to examine any documents, records and regulations which are in the possession of the Authority and are directly relevant to the termination of tenancy or eviction. Such examination may be made before any Authority grievance hearing or court trial concerning termination of tenancy. The procedure for such examination is outlined in the Grievance Policy. The Authority shall provide Resident with a reasonable amount of relevant documents at no charge.
10. To notify the Post Office that Resident or Household addressee has been evicted, when the eviction is based on criminal or drug-related criminal activity.
11. Resident will be offered standard alternative accommodations, if available, in circumstances where the Unit is damaged to the extent that conditions are created which are hazardous to the life, health or safety of the occupants and necessary repairs cannot be made within a reasonable time. Fire-damaged units are to be governed by the Fire Policy.
12. In the event that alternative accommodations are merited but not provided, rent shall be abated in proportion to the seriousness of the damage and loss suffered by the Resident. No abatement of rent shall occur if Resident rejects the alternative accommodations, or if the damage was caused by the intentional or negligent act(s) of Resident or Resident's Household Members, or guests, or visitors.

Housing Occupancy Plan

APPENDIX L- SAMPLE PUBLIC HOUSING LEASE

13. The Authority, by prior written approval, may consent to live-in aids or foster children occupying the Unit, or to the use of the Unit for legal profit-making activity subject to Federal regulation, the Authority's policies, and local laws, where the Authority has determined that such activities are incidental to primary use of the Unit as a residence by members of the Household. In the event that the Authority consents to a live-in aid occupying the Unit, those live-in aids shall be governed by all the provisions of this Lease, but they will not be added to the Resident's Lease as Household Members and they will not be entitled to continuing occupancy if for any reason their services are no longer needed.

PART D: OBLIGATIONS OF THE RESIDENT

Resident and members of the Household shall be obligated as follows:

1. To read and understand the terms of this Lease before signing. If and when Resident realizes that he/she cannot comply with the requirements of this Lease, Resident shall promptly notify Management of this fact and vacate the premises immediately.
2. To use the Unit solely as a private dwelling for Resident and Resident's Household as identified in the Lease and not to use or permit its use for any other purpose.
3. To abide by necessary and reasonable regulations, notices, and policies issued by the Authority for the benefit and well-being of the community and its residents during the time this Lease is in effect and which shall be posted in the Property Manager's office and which are incorporated by reference in this Lease. Violation of such regulations, notices, and policies constitutes a violation of this Lease; provided, however, that any such regulations, notices, or policies shall be consistent with the terms of the Lease. In the event of a conflict between any such regulations or notices and any provision of this Lease, the provision of the Lease shall govern.
4. To act, and to cause Household Members, guests, and other persons under the Resident's control, act in a manner which will not disturb other Residents peaceful enjoyment of their accommodations and will be conducive to maintaining the community in a decent, safe and sanitary condition.
5. To refrain from, and to cause Household Members, guests, and other persons under the Resident's control to refrain from, destroying, defacing, damaging or removing any part of the Unit or development.
6. To explain Authority rules and regulations to Household Members, guests, and other persons under the Resident's control, and to be responsible for the observance of those rules by all such persons.
7. To maintain the premises and all equipment assigned to Resident in a clean and safe condition; to follow Housekeeping Policy and Procedures, as attached; to maintain the yard assigned to the Unit in a neat and orderly manner; to dispose of garbage, rubbish and other waste material in a sanitary and safe manner in the designated and proper receptacles, and to comply with all obligations imposed upon Resident by applicable provisions of housing and building codes materially affecting health and safety.
8. **To observe all regulations adopted by the Authority regarding the use, parking and registration of motor vehicles.**
9. To use only as intended all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appurtenances, including elevators.

Housing Occupancy Plan

APPENDIX L- SAMPLE PUBLIC HOUSING LEASE

10. To not place fixtures, signs or fences in or around the Unit without prior written consent of the Authority.
11. To not install appliances, plumbing, or electrical items, or to paint in other than the same colors in the Unit, without prior written approval of the Authority. If installed without written approval, the Authority may remove them at cost to the Resident.
12. To promptly report to the Authority any needed repairs to the Unit and to immediately report damages which cause hazards to life, health, safety, and property.
13. To not allow known banned person(s) in or around the Unit.
14. To not engage in, and to assure that no member of the Household or guest engages in, drug-related criminal activity, or criminal activity that threatens the health or safety of other Residents or Authority employees. (Drug-related criminal activity means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use a controlled substance *on or* off the premises).
15. To assure that while *on* the premises, all other persons under the Resident's control not engage in drug-related criminal activity, or criminal activity that threatens the health or safety of other Residents or Authority employees.
16. To not engage in, and to assure that no member of the Household engages in, a pattern of alcohol or substance abuse that interferes with the health, safety, or right to peaceful enjoyment of the premises by other Residents.
17. To exclude from the unit and remove from the Lease any member of Resident's Household who is fleeing to avoid prosecution, or custody or confinement after conviction for a crime, or attempt to commit a crime, that is a felony in North Carolina, or who is violating a condition of probation or parole imposed by Federal or North Carolina law.
18. To follow the Authority's regulations and notices regarding safety and/or security.
19. To keep no dogs, cats or other animals in the Unit except as provided in the Pet Policy.
20. To pay rent in accordance with Part A.2 and charges in accordance with Parts A.3, A.5, A.6, and A.7. To pay for repair of damages to the premises, appliances, buildings, facilities or common areas caused by the intentional or negligent acts of the Resident, Resident's Household Members or guests, or by Resident's failure to report needed repairs.
21. To exercise, and cause Resident's Household Members and guests to exercise reasonable care to avoid the occurrence of fires and allow them to be detected promptly to avoid or reduce damage, loss and injury to persons and property. This obligation shall include the obligation of Resident to regularly test smoke or heat detectors and to replace the batteries in such detectors, if necessary. If Resident's negligence or intentional act(s) cause a fire or significantly aggravate the loss or damage it causes, this Lease may be terminated by the Authority as set forth in the Fire Policy, and Resident shall be responsible for paying all uninsured losses suffered by the Authority as a result of fire. The Authority's insurance currently contains a one thousand dollar (\$1,000) deductible. Resident recognizes and acknowledges that Resident's personal property is not insured by the Authority.
22. To leave the Unit in a clean condition, normal wear and tear excepted, and to return the keys to the Authority. Any property left by Resident in the Unit after he/she vacates will be

Housing Occupancy Plan

APPENDIX L- SAMPLE PUBLIC HOUSING LEASE

considered as abandoned and may be disposed of according to applicable law.

23. In the event Resident claims a rent adjustment when the Unit is damaged and alternate accommodations are not provided under Part C of this Lease, Resident shall pay to the Authority the entire amount of rent due for the period which a rent adjustment is claimed, to be held in escrow pending in accordance with the Grievance Policy referred to in Part H of this Lease. Residents whose units are damaged due to fire are governed by the Fire Policy which is posted in the Manager's office and which is incorporated herein by reference.
24. To participate at least eight (8) hours a month in a community service program, (if required by the Charlotte Housing Authority or HUD) unless Resident is exempt from participating in such a program.
25. To insure that all Household children ages 7 through 15 attend public school as required by state law, by Charlotte-Mecklenburg Schools, and by the Truancy Policy of the Authority [See Part L below].
26. To participate in the "Work Supports" program and be in compliance with the work requirement of said program as outlined in the work requirement policy in the Housing Occupancy Plan when residing at a participating community. Residents at a non-participating community will be notified at least 60 days prior to the required participation in the moving forward initiatives.

PART E: ENTRY OF UNIT

1. The Authority shall, upon advance notification to Resident, be permitted to enter the Unit during hours of operation for the purpose of performing routine inspections or maintenance, performing periodic inventories, or to show the Unit to a new applicant. A written statement specifying the purpose of management entry must be delivered to the Unit at least forty-eight (48) hours before such entry shall be considered advance notification. No notice is required for maintenance to perform/provide emergency services.
2. The Authority may enter the Unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.
3. In the event that Resident and all adult members of Resident's Household are absent from the Unit at the time of entry, the Authority shall leave in the Unit a written statement specifying the date, time and purpose of entry prior to leaving the Unit.

PART F: TERMINATION OF LEASE

The Authority may terminate this Lease for any serious or repeated violation of material provisions of this Lease including, but not limited to the following:

1. Violations of the provisions listed under Admissions and Occupancy as identified in Part B of this Lease.
2. Violations of the provisions listed under Obligations of the Resident as identified in Part D of this Lease.

Housing Occupancy Plan

APPENDIX L- SAMPLE PUBLIC HOUSING LEASE

3. Nonpayment of rent or other charges of any sort provided for by this Lease.
4. Abandonment of premises. "Abandonment", as used in this Lease, means that Resident and all Household Members appear to have moved out, in the Manager's reasonable judgment, because: (a) there has been a substantial removal of clothes, furniture, or personal belongings from the Unit, and (b) either the move-out date has passed or, to the best of the knowledge of the housing manager for the community where the Unit is located, no one has been in the Unit for five (5) consecutive days while the rent is delinquent.
5. Serious or repeated interferences with the rights of other Residents.
6. Serious or repeated damage to the Unit for which the Resident is responsible.
7. Alteration, repair, sale, destruction or other disposition of the Unit or any part thereof for which Resident is responsible.
8. Serious or repeated violations of Housekeeping Policies and Procedures.
9. Misrepresentation of any material fact in the application for housing, or in any statements submitted to the Authority.
10. Any of the following types of criminal activity will constitute grounds for the termination of this Lease, regardless of whether there has been an arrest or conviction for the criminal activity involved, and without satisfying a criminal standard of proof of the activity.
 - a. Any criminal activity on the premises by a Resident, a member of a Resident's Household, a guest, or other person under a Resident's control that threatens the health, safety, or right to peaceful enjoyment of the public housing premised by other Residents, or which threatens the health or safety of Authority employees or of persons residing in the immediate vicinity of the premises;
 - b. Any drug-related criminal activity of a Resident, a member of Resident's Household, or a guest, *on or off* the premises, including drug use and drug trafficking;
 - c. Any drug-related criminal activity *on* the premises by a person under the Resident's control, including drug use and drug trafficking.
 - d. A pattern of alcohol or substance abuse by a Resident or a member of a Resident's Household that threatens the health, safety, or right to peaceful enjoyment of the premises by other Residents;
 - e. A felony conviction of Resident or any member of the Household.
 - f. Any instance where the Resident or any member of the Resident's Household has ever been convicted of manufacturing or producing methamphetamine on the premises of any federally-assisted housing (as that term is defined in 24 C.F.R. § 966.2), including convictions that occurred prior to that person's becoming a Resident of the Authority's public housing.

Housing Occupancy Plan

APPENDIX L- SAMPLE PUBLIC HOUSING LEASE

11. Any instance where the Resident:
 - a. is fleeing to avoid prosecution or custody or confinement after conviction, under the laws of the place from which the individual flees, for a crime, or attempt to commit a crime, which is a felony under the laws of the place from which the individual flees, or which, in the case of the State of New Jersey, is a high misdemeanor under the laws of that state; or
 - b. is violating a condition of probation or parole imposed under Federal or State law.
12. Threats to the health or safety of Authority employees.
13. Illegal use or illegal possession of firearms and/or other weapons.
14. Fires caused or aggravated by Resident's negligence or intentional act(s).
15. Permitting persons not on the Lease to live in the Unit, or allowing known banned persons in or around the Unit.
16. Failure to follow notices and/or CHA rules and regulations.
17. Failure of Resident to 1) participate in a community service program sponsored by the Authority by performing at least eight (8) hours of service a month as directed by the Authority, or 2) failure of Resident to participate in a self-sufficiency program under the HOPE VI program or CHA "Moving Forward" initiatives in cases where Resident is not exempt from such participation
18. Failure to transfer to another site or unit when required by the Housing Authority.
19. Failure to accept the Authority's Offer of Lease Revision to the existing Lease within thirty (30) calendar days after the offer if made to the Resident.
20. Failure to abide by N. C. Gen., Stat. 42-45.1 regarding domestic violence, sexual assault, or stalking against a protected Tenant.
21. Failure to abide by the standards of the Authority's Truancy Policy as to public school attendance.
22. Failure to abide by the terms of the Authority's Limited Access and Banning Policy and Procedures.
23. Failure to abide by the terms of the Authority's Work Requirement Policy and Procedures.

The Authority may terminate this Lease and file proceedings against the Resident for purposes of evicting the Resident and the Resident's Household the first time any serious violation of any material term of the Lease occurs.

PART G. RENTAL ASSISTANCE TERMINATION

1. Residents who fail to comply with the terms of the Work requirement policy may be sanctioned. The sanctions will increase in magnitude the longer a resident is in non-compliance, Sanctions shall be applied in phases as follows:.

Housing Occupancy Plan

APPENDIX L- SAMPLE PUBLIC HOUSING LEASE

Phase I: Resident will have a three (3) month grace period to cure non-compliance, If not cured within three (3) months; Phase II sanctions will be applied.

Phase II: Resident will lose 50% of their rental assistance for up to six (6) months. If they fail to correct the non-compliance within six (6) months, Phase III sanctions will be applied.

Phase III: Resident will lose 100% of their rental assistance for six (6) months and will be required to pay the established market rent. Resident still has the option to cure the non-compliance during the 6-month period while they are paying market rent. If Resident fails to cure the non-compliance by the end of the 6-month period they will continue to pay market rent and move to phase IV.

Phase IV: Resident's Lease will be terminated and their incentive account, if any, is forfeited due to non-compliance.

2. Residents who have a second incident of non-compliance within twelve (12) months of the initial incident of non-compliance will move directly to Phase III of the sanctions.

PART H. NOTICE:

1. Except as provided in PART E, notice to the Resident shall be in writing and hand delivered to Resident or to an adult member of Resident's Household residing in the Unit or sent by prepaid first-class mail, properly addressed to Resident. If Resident is visually impaired, all notices, including those in Part E, must be in an accessible format.
2. Notice to the Authority shall be in writing, hand delivered to the Site Management office or sent by prepaid first-class mail, properly addressed to the Site Management office.
3. Notices sent by regular first-class mail shall be deemed delivered on the fifth business day after depositing the same for mailing with the U.S. Postal Service postage prepaid.
4. Prior to the termination of a Resident's Lease, the Authority shall give Resident a written notice of the termination of the Lease in accordance with the following standards:
 - a. A minimum of three (3) calendar days in the case of (1) creation or maintenance of a threat to the health or safety of other Residents, the Authority's employees, or persons residing in the immediate vicinity of the premises; (2) if the Resident or any member of the Resident's Household has engaged in drug-related and/or violent criminal activity; or (3) if the Resident or any member of the Household has been convicted of a felony;
 - b. A minimum of fourteen (14) calendar days in the case of failure to pay rent; and
 - c. A minimum of thirty (30) calendar days in all other cases.

All such notices of termination shall state that the Resident shall have the opportunity, prior to any court hearing, to examine any relevant and unprotected documents, records, or regulations directly related to the termination that are in the possession of the Authority .

Housing Occupancy Plan

APPENDIX L- SAMPLE PUBLIC HOUSING LEASE

5. The Lease termination notice to Resident shall state the specific grounds for the termination, and shall inform Resident of Resident's right to make such reply to the termination as Resident may wish. . When the Authority is required to afford Resident the opportunity for a grievance hearing, the notice shall also inform Resident of Resident's right to request a hearing in accordance with the Authority's grievance process.
6. When the Authority is not required to afford Resident the opportunity for a hearing under the administrative grievance procedure for a grievance concerning the Lease termination (such as in a 3-day termination), and the Authority has decided to exclude such grievance from the grievance procedure, the notice of Lease termination shall state:
 - a. That Resident is not entitled to a grievance hearing on the termination.
 - b. That the judicial eviction procedure to be used by the Authority for eviction procedures provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations;
 - c. The type of activity which led to the notice of termination.
7. The Offer of Lease Revision referred to in Part F.19 shall be served on the Resident by the Authority by first class mail or hand delivered no later than sixty (60) days prior to the effective date of the Lease revision. The Resident shall thereafter have a period of thirty (30) days after delivery to accept the Offer in writing.

PART I. GRIEVANCE PROCEDURE:

All disputes concerning the obligations of the Resident or the Authority under this Lease shall be processed and resolved pursuant to the Grievance Procedure of the Authority which is in effect at the time such grievance arises. This procedure is posted in the Manager's office and incorporated herein by reference.

PART J. WAIVER:

Failure of the Authority or Resident to exercise any right or remedy as provided herein shall not affect the right to do so at a later date for similar or other causes.

PART K. INTEGRATION:

The provisions of this Lease, together with any addenda, amendments, resident handbook, or other matters incorporated by reference constitute the entire agreement between the Authority and the Resident with respect to the subject matter hereof and there are no other prior or contemporaneous oral or written agreements with respect to such subject matter. No changes in the terms of this Lease agreement shall be made except in writing.

PART L. ACCOMMODATION OF THE DISABLED:

A disabled person shall, for all purposes under this Lease, be provided a reasonable accommodation to the extent necessary to provide the disabled person with an opportunity to use and occupy the Unit in a manner equal to that of a non-disabled person. In the event a physical modification to the Unit is required in order to accommodate the disabled person, any modification to the Unit will be provided so long as the modification does not represent an undue financial burden to the CHA. This paragraph shall constitute notice to Resident that the Resident may, at any time during the term of this Lease, request a reasonable accommodation for Resident and

Housing Occupancy Plan

APPENDIX L- SAMPLE PUBLIC HOUSING LEASE

any other disabled Household member so that Resident and all Household Members can meet Lease requirements or other requirements of tenancy. However, for purposes of this Lease, drug or alcohol dependence, abuse, or addiction shall not be considered to be a disability.

PART M. TRUANCY POLICY

The CHA will support the enforcement of North Carolina law and the "Compulsory Attendance Procedures" of CMS which require that all public school students 7 through 15 years of age attend school each day that the CMS public schools are in session. Therefore, when a CMS student between the age of 7 and 16 years of age, who resides in a public housing community or a mixed-income site containing public housing units, or whose family receives housing assistance through the CHA's Section 8 Program, accumulates a total of 3, 6, or 10 unexcused absences in any academic year, CMS will notify the CHA of the truancy.

Upon receipt of each such written truancy notification from the CMS, the CHA will, no later than ten (10) business days after receipt, enforce this CHA truancy policy by sending a written warning to the parent or guardian of the truant student notifying them that their housing assistance may be terminated if their student continues to be truant. Each such notification shall also include a warning that the parent, guardian, or student may be subject to prosecution by the Mecklenburg County District Attorney for violation of the public law and CMS policy.

In the event that it becomes necessary to terminate the housing assistance of a tenant or Participant pursuant to this policy, any such termination notice shall be mailed to the tenant or Participant no later than thirty (30) business days prior to the effective date of the termination. Further, said termination notice shall advise the tenant or Participant of their right to request an informal hearing and that any such hearing request must be made in writing within ten (10) business days from the date shown on the termination notice

PART N. ACCEPTANCE OF RENT NOT WAIVER OF DEFAULT

The acceptance of monies by the Authority, either before or after the Authority gives Resident notice of default, Lease violation, or notice of termination, shall not be considered a waiver of the default or violation or a reinstatement of this Lease, unless the default is expressly waived in writing by the Authority.

If, after termination of this Lease, Resident fails to surrender possession of the Unit, the Authority may continue to accept monies from Resident as damages for continued occupancy, and not as rent, without waiving Resident's default or violation of this Lease, and without reinstating this Lease.

PART O. DOCUMENTS INCORPORATED INTO THE LEASE

Resident certifies that he/she has received a copy of this Lease. Resident also certifies that he/she understands that the Authority has adopted various policies; that the Authority may from time to time adopt additional policies or amend its existing policies; that all such policies (whether existing, amended, or newly adopted) are incorporated into this Lease; and that Resident agrees that he/she, the members of his/her Household, and any visitors or guests will be governed by the same. Copies of all such policies are available for inspection by Resident during the

Housing Occupancy Plan

APPENDIX L- SAMPLE PUBLIC HOUSING LEASE

Authority’s regular business hours at the Management Office for Resident’s community, the Authority’s Central Office, or may be obtained at Resident’s request from the Management Office for the Resident’s community or from the Authority’s Central Office.

IN WITNESS WHEREOF, the parties execute this instrument on this ____ day of _____ 20____.

I certify that I have read or have had
This instrument read to me, and I
understand all of the above.

**FOR THE HOUSING AUTHORITY OF THE CITY
OF CHARLOTTE, N.C.**

Head of Household

By: _____

Spouse

Title: _____

RESIDENT MEETINGS

The Housing Authority recognizes that it is important for Residents to attend Resident organization meetings in order to be informed of Housing Authority policies and procedures. As a Resident, you are expected to attend at least four (4) Resident organization meetings per calendar year.

Head of Household Initials

Date

SCHOOL ATTENDANCE

The Housing Authority recognizes that school attendance for school-aged children is important to the well being of your family and to the housing development. As a Resident, you are expected to make sure that all school-aged children listed on your Lease attend school, as required by state law.

Head of Household Initials

Date

**APPENDIX M:
PUBLIC SCHOOL TRUANCY POLICY
Last Amended: July 8, 2009**

I. PURPOSE:

The purpose of this truancy policy is to support the compulsory school attendance rules of both the State of North Carolina and the Charlotte-Mecklenburg Schools (“CMS”) in order to deter truancy and to improve the school attendance of those public school students whose families are Participants in the housing programs of the Housing Authority of the City of Charlotte, N.C. (“the CHA”)

II. SCOPE:

This policy is to be used as a guide by both the Public Housing and Section 8 Management of the CHA in identifying truant CMS/CHA students and thereafter enforcing the CHA’s school truancy policy and procedures as described hereinafter.

III. POLICY:

The CHA will support the enforcement of North Carolina law and the “Compulsory Attendance Procedures” of CMS which require that all public school students 7 through 15 years of age attend school each day that the CMS public schools are in session. Therefore, when a CMS student 7 through 15 years of age, who resides in a public housing community or a mixed-income site containing public housing units, or whose family receives housing assistance through the CHA’s Section 8 Program, accumulates a total of 3, 6, or 10 unexcused absences in any academic year, CMS will notify the CHA of the truancy.

Upon receipt of each such written truancy notification from the CMS, the CHA will, no later than ten (10) business days after receipt, enforce this CHA truancy policy by sending a written warning to the parent or guardian of the truant student notifying them that their housing assistance may be terminated if their student continues to be truant. Each such notification shall also include a warning that the parent, guardian, or student may be subject to prosecution by the Mecklenburg County District Attorney for violation of the public law and CMS policy.

In the event that it becomes necessary to terminate the housing assistance of a tenant or Participant pursuant to this policy, any such termination notice shall be mailed to the tenant or Participant no later than thirty (30) business days prior to the effective date of the termination. Further, said termination notice shall advise the tenant or Participant of their right to request an informal hearing and that any such hearing request must be made in writing within ten (10) business days from the date shown on the termination notice

**APPENDIX N:
RENT REFORM POLICY
LAST AMENDED: JUNE 21, 2011**

Recertifications

CHA has modified the formula for calculating families' total tenant payment to provide a financial incentive for participants to increase their earnings. Elderly and disabled household participation will be voluntary.

Interim Recertifications

Participants will still be afforded interim rent recertification between annual recertifications providing they have met the established criteria. If there is a decrease in the family's income, or an increase in medical expense or childcare expense (and will change their flat deduction eligibility) which is expected to last longer than sixty (60) days, the participant may request that an interim recertification be performed. Participants must still report changes in family size. Participants still need permission to add a household member.

Annualized Income

Income earned by seasonal employment will be annualized if the employee has maintained employment for more than 60 days. The income of employees of temporary employment agencies will be annualized after an initial 30 days of assignments.

Zero Income Recertifications

All families claiming zero income will have 90 days to establish either earned or unearned income. After 90 days they will be required to report to the CHA the status of their income; they will continue reporting to the Charlotte Housing Authority every 90 days until income has been established.

Income Exclusions

Income from assets of \$5,000 or less will be excluded allowing the accumulation of more assets before they are included in income. The annual recertification will include self-certification for assets below \$5,000, or third-party verification for assets over \$5,000. The use of a self-certification will reduce staff time when completing recertifications.

Expense Adjustments

Traditional Medical and Childcare deductions are eliminated. Participants need only verify enough unreimbursed expense to meet the requested deduction level listed below.

Housing Occupancy Plan
APPENDIX N- RENT REFORM POLICY

Medical Expenses	Medical Deduction	Childcare Expense	Childcare Deduction
\$0 - \$2,499	\$0	\$0 - \$2,499	\$0
\$2,500 - \$4,999	\$2,500	\$2,500 - \$4,999	\$2,500
\$5,000 - \$7,499	\$5,000	\$5,000 - \$7,499	\$5,000
\$7,500+	\$7,500	\$7,500+	\$7,500

Households will continue to be given the HUD elderly/disabled household and dependent allowances as applicable.

Minimum Rents

"Minimum Rent" is fifty dollars (\$50.00) per month for fiscal year 2009; seventy-five dollars (\$75.00) per month in fiscal year 2010; and one hundred dollars (\$100.00) per month in fiscal year 2011. The minimum rent increases will occur no sooner than 12 months from the prior minimum rent increase.

Revised Rent Schedule

An income-based stepped flat rent with stepped escrow deposits. The income bands will be a \$2500 range with the stepped rent being 30% of the range low end(ex: 5,000 -\$7,499 annual income band low end is 5,000/12 (monthly)* 30% = \$125 total tenant payment). Annual adjusted income will be used to establish total tenant payment. Escrow deposits will begin when the household adjusted income including wages reaches \$12,500 and ends when the household adjusted income reaches 50% area median income (AMI) or 3 years after reaching 40% AMI whichever comes first. A ceiling flat rent will be established at Fair Market Rents.

Three-Year Incentives Period

Once a participant's earnings reach 40% AMI, the resident has three years (or until their income reaches 50% AMI) in which to build assets based on increased earnings. During this incentives period, residents can build assets in their Incentive Accounts by maintaining or increasing their earnings.

Disbursing Incentive Accounts

Participants can access their Incentive Accounts for any reason once they leave subsidized housing. While they remain in subsidized housing, however, account access will be limited to amounts needed to help residents overcome specific verifiable barriers to work. An example is for repairs to, or purchase of, a car needed to get to work. Disbursing Incentive Accounts will be done on a case-by-case basis.

End of Program

Once the three-year Incentives Period is over, participants do not build any additional incentive account. However, they may continue to receive assistance until they are ready to move on. Participants will be encouraged to move when 40% of AMI is attained. If a participant moves within 2 years of completion they will be entitled to the full account balance; after 2 years the incentive will begin to diminish as shown in the chart below.

Timeframe for participant to exit program after completion	Percentage of Incentive Account participant is entitled to
Within 2 years	100%
2-3 years	80%
3-4 years	60%
4-5 years	40 %
5-6 years	20%
More than 6 years	0%

Appendix O:
WORK REQUIREMENT POLICY
LAST AMENDED: JUNE 21, 2011

CHA believes it is essential to create a clear expectation that all participants who are non-elderly and non-disabled should work. To this end, CHA plans to institute a work requirement under which the Head of Household will be expected to work full-time in the final phase (however, the requirement can be fulfilled by any adult in the household or a combination of the adults in the household). Full-time work is defined as employment for 30 hours or more per week.

When the program is launched, all non-working residents (except the elderly and persons with disabilities) will undergo an assessment to determine the extent of any barriers to work. Participants who are prepared for work will be urged to look for work. Participants who are not prepared will be given other work participation activities to help them prepare for work, including life skills education, volunteering, and short-term vocational training.

During the first introductory phase of the program, no participants will be sanctioned for failure to comply with the policy. This will give participants time to address barriers to work and better understand the policy.

After the introductory phase has passed, Head of Households will be expected to exhibit a good-faith effort to find work for a minimum of 15 hours a week and/or participate in other work participation activities, if determined to be appropriate by the case manager. Each additional adult Household member will increase the hours of work required by 5 hours/week. (i.e. 3 adult household members would be $15 + 5 + 5 = 25$ hours per week for the household)

At the beginning of the final phase of the work requirement, CHA will begin requiring the Head of Household to work full-time (at least 30 hours /week). Each additional adult Household member will increase the number of work hours required by 10 hours/week(i.e. 3 adult household members would be $30 + 10 + 10 = 50$ hours per week for the household).

Residents who fail to comply with the terms of the Work requirement policy may be sanctioned. The sanctions will increase in magnitude the longer a participant is in non-compliance, sanctions shall be applied in phases as follows:

Improvement Period: Participant will have a two (2) month grace period to cure non-compliance, if not cured within two (2) months, Probationary

Housing Occupancy Plan

APPENDIX O- WORK REQUIREMENT POLICY

sanctions will be applied. Residents may be granted extensions if in compliance with their established improvement plan.

Probationary Period: Participant will lose 50% of their rental assistance for up to six (6) months. If they fail to correct the non-compliance within three (3) months, Non-Compliance sanctions will be applied.

Non- Compliance Period: Participant will lose 100% of their rental assistance for six (6) months and will be required to pay the established market rent. Participant still has the option to cure the non-compliance during the 6-month period while they are paying market rent. If the Participant fails to cure the non-compliance by the end of the 6-month period they will continue to pay market rent and move to Termination.

Termination: Termination will begin and the Participant's incentive account, if any, is forfeited due to non-compliance. For Section 8 participants this means they will lose their voucher eligibility permanently, but can remain unassisted in their current unit; for public housing residents they will lose their eligibility for public housing assistance, will pay ceiling rent (market rent for the unit) and their lease will be terminated for program non-compliance at the annual renewal.

Residents who have a second incident of Probation within twelve (12) months of the initial incident of Probation will move directly to the Non-Compliance Period of the sanctions.

Residents who have a third improvement period occurrence within twenty-four (24) months of the initial incident of probation will move directly to the Non-Compliance Period of the sanctions.

Appendix P:
HARDSHIP POLICY
LAST AMENDED: JUNE 21, 2011

Applying for Hardship Rent

The Hardship Review Committee was created to review individual cases of significant rent burdens or increases for families with high cost of living, childcare or medical expenses.

Residents can request a Hardship Waiver Request form from their manager. Residents must make their request for Hardship Review, including documentation of qualification no later than thirty (30) calendar days after notification of increased rent, expiration of an existing approved hardship or the occurrence of a hardship event.

Who Qualifies for a Hardship Rent?

In order for a family to qualify for a hardship exception the family's circumstances must fall under one of the following hardship criteria:

- The family has lost eligibility or is awaiting an eligibility determination for federal, state or local assistance, including a family with a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act, and who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996.
- The family would be evicted as a result of the imposition of the minimum rent requirement;
- The income of the family has decreased because of changed circumstances, including loss of employment, change in Household composition, or other circumstances as determined by the CHA or HUD
- When the family has a significant increase in expenses because of changed circumstances, for medical costs, childcare, transportation, or education
- When a death has occurred in the family (spouse, child, brother, sister, aunt, uncle, niece, nephew or in-law) and the expenses for funeral, burial and related expenses has caused a financial hardship to the family.

How does the committee work?

The Hardship Review Committee meets regularly to review each resident's Hardship Waiver Request. The Hardship Review Committee will examine each family's circumstances on a case-by-case basis. The Hardship Review Committee has a choice of six (6) remedies it can recommend as it deems appropriate, to reduce a qualifying Household's rent burden:

- Temporary suspension of rent (90 days);
- Set interim rent at pre-rent reform rent for a specified period of time not to exceed one (1) year
- Long Term waiver of minimum rent (not to exceed twelve months)
- Extend \$100 monthly rent increase cap for up to one (1) year (not to exceed a total of two (2) years during the participant's tenancy/assistance with CHA)
- Phase \$100 per month rent increase cap out over specified period of time beyond the 2 year remedy described above
- Appropriate combination of remedies listed above

The Hardship Committee will send its decision to the property management coordinator. The coordinator will return the decision to the appropriate manager and applicant.

Applicants who disagree with the Committee's decision can request a Grievance hearing. CHA will take no action to change a resident's rent in cases where a Grievance hearing has been requested until such time as the Grievance process has concluded.

If the resident is approved for a hardship, and the hardship expires, the resident can re-apply as needed. There is no limit to the number of hardship requests which can be made.

Housing Occupancy Plan

APPENDIX Q – SECTION 8 HQS INSPECTION FORM

Inspection Checklist Housing Authority of the City of **WEIGHTED SCORE []**
Housing Choice Voucher Program Charlotte, N.C. **ALPHA SCORE []**

This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to determine if a unit meets the housing quality standards of the section 8 rental assistance program.

Name of Family Tenant ID # Date of Request
(mm/dd/yyyy)

Inspector Neighborhood/Census Tract/Other Date of Inspection
(mm/dd/yyyy)

Type of Inspection Date of Last Inspection (mm/dd/yyyy) PHA
 Initial / New Adm. Initial / Port Transfer Annual
 Special / Complaint Re-inspection QC

A. General Information

Full address (including Street, City, County, State, Zip) Housing Type (*Check as appropriate*)
 SF D /TF RH/TH LR HR
 MH CG CO IG SRO SH Other

Number of Children Under age 6 _____ Structure built before 1978? Yes No

Owner or Agent Authorized to Lease Unit Being Inspected Contact Information

Address of Owner or Agent Owner / Agent ID#

B. Summary Decision On Unit (*To be completed after inspection has been completed*)

Pass Number of Bedrooms for Purposes of FMR/Payment Standard
 Fail Zero One Two Three Four Five Six

No Entry (1) (Date) _____ No Entry (2) (Date) _____

Checklist

1. Exterior / Foundation

	Comments	Pass	Fail	T	L
1.1 Sidewalk/Driveway _____		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Housing Occupancy Plan
APPENDIX Q – SECTION 8 HQS INSPECTION FORM

1.2 Structure Foundation _____

1.3 Crawl Space / Slab _____

1.4 Firm Ground/Properly Drain/Dry/No Water Running Under Structure _____

1.5 Sound Footing/No Loose Mortar/Masonry _____

2. Exterior / Yard / Landscaping **Pass** **Fail** **T** **L**

2.1 Yard / Landscaping _____

2.2 Abandoned Vehicles _____

2.3 Signs of Rodent/Infestation/Hornet Nest _____

3. Exterior / Structure **Pass** **Fail** **T** **L**

3.1 Walls/Siding _____

3.2 Porch / Steps / Rails _____

3.3 Garage Door / Car Port _____

3.4 Roof /Gutters /Chimney _____

4. Exterior Windows / Doors **Pass** **Fail** **T** **L**

4.1 Windows _____

4.2 Doors _____

Housing type codes: SF = Single Family; D=Duplex or Two Family; RH/TH = Row House or Town House; LR = Low Rise: 3,4 Stories; HR= High Rise: 5 or More Stories; MH= Manufactured Home CG= Congregate; CO= Cooperative; IG= Independent Group Residence; SRO= Single Room Occupancy; SH= Shared Housing

5. Living Room **Comments** **Pass** **Fail** **T** **L**

5.1 Wall Condition _____

5.2 Doors _____

5.3 Floor Condition _____

Housing Occupancy Plan

APPENDIX Q – SECTION 8 HQS INSPECTION FORM

5.4 Ceiling Condition _____

5.5 Electricity _____

5.6 Lighting _____

5.7 Window Condition _____

5.8 Hazards _____

5.9 Lead-Based Paint _____

Signs of peeling or chipping paint? Yes No

If yes, advise owner/landlord to order Lead Based Paint Test if children under 6 reside or will reside in unit.

Evidence or suspicion of mold? Yes No

If yes, advise owner/landlord that a mold certification or clearance is required.

6. Family Room Den Bonus

Floor Level _____

Pass Fail T L

6.1 Wall Condition _____

6.2 Doors _____

6.3 Floor Condition _____

6.4 Ceiling Condition _____

6.5 Electricity _____

6.6 Lighting _____

6.7 Window Condition _____

6.8 Hazards _____

6.9 Lead-Based Paint _____

Signs of peeling or chipping paint? Yes No

If yes, advise Owner/landlord to order Lead Based Paint Test if children under 6 reside or will reside in unit.

Evidence or suspicion of mold? Yes No

If yes, advise owner/landlord that a mold certification or clearance is required.

7. Kitchen

Pass Fail T L

7.1 Wall Condition _____

Housing Occupancy Plan
APPENDIX Q – SECTION 8 HQS INSPECTION FORM

7.2 Doors _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.3 Floor Condition _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.4 Ceiling Condition _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.5 Electricity _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.6 Lighting _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.7 Window Condition _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.8 Stove / Range with Oven _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.9 Refrigerator _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.10 Sink _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.11 Storage Space/ Food Prep Area _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.12 Hazards _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.13 Lead-Based Paint _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Signs of peeling or chipping paint? Yes No

If yes, advise Owner/landlord to order Lead Based Paint Test if children under 6 reside or will reside in unit.

Evidence or suspicion of mold? Yes No

If yes, advise owner/landlord that a mold certification or clearance is required.

8. Dinning Area

Comments	Pass	Fail	T	L
8.1 Wall Condition _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.2 Doors _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.3 Floor Condition _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.4 Ceiling Condition _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.5 Electricity _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.6 Lighting _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.7 Window Condition _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.8 Patio Door _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.9 Hazards _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Housing Occupancy Plan

APPENDIX Q – SECTION 8 HQS INSPECTION FORM

8.10 Lead-Based Paint _____

Signs of peeling or chipping paint? Yes No

If yes, advise Owner/landlord to order Lead Based Paint Test if children under 6 reside or will reside in unit.

Evidence or suspicion of mold? Yes No

If yes, advise owner/landlord that a mold certification or clearance is required.

9. Bathroom (One) Right Left Full Half Floor Level _____
Pass Fail T L

9.1 Wall Condition _____

9.2 Doors _____

9.3 Floor Condition _____

9.4 Ceiling Condition _____

9.5 Electricity _____

9.6 Lighting _____

9.7 Ventilation/Windows _____

9.8 Flush Toilet _____

9.9 Tub / Shower _____

9.10 Sink _____

9.11 Hazards _____

9.12 Lead-Based Paint _____

Signs of peeling or chipping paint? Yes No

If yes, advise Owner/landlord to order Lead Based Paint Test if children under 6 reside or will reside in unit.

Evidence or suspicion of mold? Yes No

If yes, advise owner/landlord that a mold certification or clearance is required.

10. Bathroom (Two) Right Left Full Half Floor Level _____
Pass Fail T L

10.1 Wall Condition _____

10.2 Doors _____

10.3 Floor Condition _____

10.4 Ceiling Condition _____

Housing Occupancy Plan
APPENDIX Q – SECTION 8 HQS INSPECTION FORM

10.5 Electricity _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.6 Lighting _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.7 Ventilation/Windows _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.8 Flush Toilet _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.9 Tub / Shower _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.10 Sink _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.11 Hazards _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.12 Lead-Based Paint _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Signs of peeling or chipping paint? Yes No

If yes, advise Owner/landlord to order Lead Based Paint Test if children under 6 reside or will reside in unit.

Evidence or suspicion of mold? Yes No

If yes, advise owner/landlord that a mold certification or clearance is required.

11. Bathroom (Three) Right Left Full Half Floor Level _____

	Pass	Fail	T	L
11.1 Wall Condition _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.2 Doors _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.3 Floor Condition _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.4 Ceiling Condition _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.5 Electricity _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.6 Lighting _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.7 Ventilation _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>				
11.8 Flush outlet _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.9 Tub / Shower _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.10 Sink _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.11 Hazards _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.12 Lead-Based Paint _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Signs of peeling or chipping paint? Yes No

If yes, advise Owner/landlord to order Lead Based Paint Test if children under 6 reside or will reside in unit.

Housing Occupancy Plan
APPENDIX Q – SECTION 8 HQS INSPECTION FORM

Evidence or suspicion of mold? Yes No

If yes, advise owner/landlord that a mold certification or clearance is required.

12. Bedroom (One) Right Left Front Center Rear Floor Level _____

	Pass	Fail	T	L
12.1 Wall Condition _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.2 Doors _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.3 Floor Condition _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.4 Ceiling Condition _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.5 Electricity _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.6 Lighting _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Window Condition _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 12.7
12.8 Closet _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.9 Hazards _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.10 Lead-Based Paint _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Signs of peeling or chipping paint? Yes No

If yes, advise Owner/landlord to order Lead Based Paint Test if children under 6 reside or will reside in unit.

Evidence or suspicion of mold? Yes No

If yes, advise owner/landlord that a mold certification or clearance is required.

13. Bedroom (Two) Right Left Front Center Rear Floor Level _____

	Pass	Fail	T	L
13.1 Wall Condition _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13.2 Doors _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13.3 Floor Condition _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13.4 Ceiling Condition _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13.5 Electricity _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13.6 Lighting _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13.7 Window Condition _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13.8 Closet _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Housing Occupancy Plan
APPENDIX Q – SECTION 8 HQS INSPECTION FORM

13.9 Hazards _____

13.10 Lead-Based Paint _____

Signs of peeling or chipping paint? Yes No

If yes, advise Owner/landlord to order Lead Based Paint Test if children under 6 reside or will reside in unit.

Evidence or suspicion of mold? Yes No

If yes, advise owner/landlord that a mold certification or clearance is required.

14. Bedroom (Three) Right Left Front Center Rear Floor Level _____

Pass Fail T L

14.1 Wall Condition _____

14.2 Doors _____

14.3 Floor Condition _____

14.4 Ceiling Condition _____

14.5 Electricity _____

14.6

Lighting _____

14.7 Window Condition _____

14.8 Closet _____

14.9 Hazards _____

14.10 Lead-Based Paint _____

Signs of peeling or chipping paint? Yes No

If yes, advise Owner/landlord to order Lead Based Paint Test.

Evidence or suspicion of mold? Yes No

If yes, advise owner/landlord that a mold certification or clearance is required.

15. Bedroom (Four) Right Left Front Center Rear Floor Level _____

Pass Fail T L

15.1 Wall Condition _____

15.2 Doors _____

15.3 Floor Condition _____

15.4 Ceiling Condition _____

15.5 Electricity _____

Housing Occupancy Plan
APPENDIX Q – SECTION 8 HQS INSPECTION FORM

15.6 Lighting _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15.7 Window Condition _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15.8 Closet _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15.9 Hazards _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15.10 Lead-Based Paint _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Signs of peeling or chipping paint? Yes No
 If yes, advise Owner/landlord to order Lead Based Paint Test.
 Evidence or suspicion of mold? Yes No
 If yes, advise owner/landlord that a mold certification or clearance is required.

16. Secondary Room(s) Right Left Front Center Rear Floor Level _____
 (Rooms Not Used For Living)

	Pass	Fail	T	L
16.1 Security _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16.2 Doors _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16.2 Hazards _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

17. Heating and Plumbing

	Pass	Fail	T	L
17.1 Adequacy of Heating Equipment _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17.2 Adequacy of Cooling (If supplied) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17.3 Water Heater _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17.4 Water Supply _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17.5 Exterior Plumbing _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17.6 Interior Plumbing _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17.7 Sewer _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

18. General Health and Safety

	Pass	Fail	T	L
18.1 Egress Into / Out of Structure _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18.2 Elevators _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18.3 Fire Exits _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18.4 Evidence of Infestation _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18.5 Garbage and Debris _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Housing Occupancy Plan
APPENDIX Q – SECTION 8 HQS INSPECTION FORM

18.6 Refuse Disposal _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18.7 Interior Stairs and Common Halls _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18.8 Heat/Air System Return Vents _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18.9 Working Smoke Detectors in Required Areas _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18.10 Working Carbon Monoxide Detectors in Required Areas _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18.11 Site and Neighborhood Conditions _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18.12 Smoke Detectors present per local codes _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18.13 Smoke Detectors operable _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18.14 Carbon Monoxide Detectors present per local code _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18.15 Carbon Monoxide Detectors operable _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Lead Based Paint Information:

If the owner is required to correct any lead-based paint hazards at the property including deteriorated paint or other hazards identified by a visual assessor, a certified lead-based paint risk assessor, or certified lead-based paint inspector, the PHA must obtain certification that the work has been done in accordance with all applicable requirements of 24 CFR Part 35. The Lead-Based Paint Owner Certification must be received by the PHA before the execution of the HAP contract or within the time period stated by the PHA in the owner HQS violation notice. Receipt of the completed and signed Lead-Based Paint Owner Certification signifies that all HQS lead-based paint requirements have been met and no re-inspection by the HQS inspector is required.

Children under age 6 in Household? Yes No

Please list location(s) where deteriorating surface(s) were noted (by section#) _____; _____; _____; _____; _____; _____;

Date Lead-Based paint deficiency notice mailed: _____, 20__

Date Lead-Based Paint Owner Certification due: _____, 20__

Lead-Based Paint Owner Certification received by due date: Yes No Date Received _____, 20__

If yes, reviewed by: (Name) _____ (Signature)

CONTINUATION ON ADDITIONAL PAGE(S) YES NO

Fail Items:

Participant Name: _____ Unit Address: _____

Housing Occupancy Plan
APPENDIX Q – SECTION 8 HQS INSPECTION FORM

Participant Telephone: _____ Landlord Telephone: _____

 Inspection Conducted By: _____ Re-inspection Date: _____

Fail	Tenant	Landlord	Fail Item(s)	Pass	Pass Date	Initials
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	_____

ADDITIONAL ROOMS:

19. Bedroom (Five) Right Left Front Center Rear Floor Level _____

	Pass	Fail	T	L
19.1 Wall Condition _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19.2 Doors _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19.3 Floor Condition _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19.4 Ceiling Condition _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19.5 Electricity _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19.6 Lighting _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19.7 Window Condition _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19.8 Closet _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19.10 Lead-Based Paint _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Signs of peeling or chipping paint? Yes No
 If yes, advise Owner/landlord to order Lead Based Paint Test if children under 6 reside or will reside in unit.

Evidence or suspicion of mold? Yes No
 If yes, advise owner/landlord that a mold certification or clearance is required.

Housing Occupancy Plan

APPENDIX Q – SECTION 8 HQS INSPECTION FORM

20. Den/Bonus Right Left Front Center Rear Floor Level _____
 Hallway #1 Fl. Level _____ Hallway #2 Fl. Level _____ Hallway #3 Fl. Level _____

	Pass	Fail	T	L
20.1 Wall Condition _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20.2 Doors _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20.3 Floor Condition _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20.4 Ceiling Condition _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20.5 Electricity _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20.6 Lighting _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20.7 Ventilation _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20.8 Flush Toilet _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20.9 Tub / Shower _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20.10 Wash Basin/Lavatory _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20.11 Hazards _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20.12 Lead-Based Paint _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Signs of peeling or chipping paint? Yes No

If yes, advise Owner/landlord to order Lead Based Paint Test if children under 6 reside or will reside in unit.

Evidence or suspicion of mold? Yes No

If yes, advise owner/landlord that a mold certification or clearance is required.

21. **Bedroom (Six)** Right Left Front Center Rear Floor Level _____

	Pass	Fail	T	L
21.1 Wall Condition _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21.2 Doors _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21.3 Floor Condition _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21.4 Ceiling Condition _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21.5 Electricity _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21.6 Lighting _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21.7 Window Condition _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Housing Occupancy Plan

APPENDIX Q – SECTION 8 HQS INSPECTION FORM

21.8 Closet _____

21.9 Hazards _____

20.10 Lead-Based Paint _____

Signs of peeling or chipping paint? Yes No

If yes, advise Owner/landlord to order Lead Based Paint Test if children under 6 reside or will reside in unit.

Evidence or suspicion of mold? Yes No

If yes, advise owner/landlord that a mold certification or clearance is required.

PROPERTY INSPECTION RATING SHEET (ANNUAL / NEW MOVE-IN)

Participant: _____

Address: _____ **ZIP:** _____

Landlord/Owner: _____ **Email Address:** _____

Phone#: _____

UNIT TYPE: [25] S.F. Detached [10] M.F. Apt. [20] Town House/Row [10] High-Rise [10] Low-Rise [5] Other

POINTS AWARDED []

QUALITY: [25] New construction (less than 3 years) – *Excellent Condition*

[15] Well maintained and /or partially renovated – *Good Condition*

[5] Adequate, but some repairs may be needed soon – *Average Condition*

POINTS AWARDED []

AMENITIES: [3] Central A/C [2] Window A/C Units [3] Carpeting [2] Washer/Dryer [1] Working Fireplace

[2] Dishwasher [1] Garbage Disposal [2] Energy Efficient Windows [1] Deck / Patio [3] Bonus/Family Room/Den

POINTS AWARDED []

MAINTENANCE SERVICES: [7] Lawn Care [2] Pest Control [3] On-Site Maintenance

POINTS AWARDED []

LOCATION: [15] Residential [2] Mixed Use Site [2] Rural Area [1] Industrial / Commercial

[3] Accessibility to Services, Stores, Public Transportation, Schools (W/I 2 miles) [2] High Quality Neighborhood

POINTS AWARDED []

PROPERTY AGE: [25] 2005 - Present [20] 1979 - 2004 [10] 1978 - 1950 [5] Before 1950

POINTS AWARDED []

FACILITIES: [2] Garage [1] Fenced Yard [1] Screen Doors [1] Alarm [1] On-Site Parking

[1] Playground [1] Recreation / Game / Exercise Facility [2] Storage Facility

Housing Occupancy Plan

APPENDIX Q – SECTION 8 HQS INSPECTION FORM

POINTS AWARDED []

SQ. FT.: <u>1 BR</u>	<u>2 BR</u>	<u>3 BR</u>	<u>4 BR</u>	<u>4+ BR</u>
[1] 400-600	[1] 600-800	[1] 700-900	[1] 900-1100	[1] 1100-1300
[2] 601-800	[2] 801-1000	[2] 901-1301	[2] 1101-1500	[2] 1501-2000
[3] 801+	[3] 1001+	[3] 1301+	[3] 1500+	[3] 2000 +

POINTS AWARDED []

UTILITIES PROVIDED BY LL / OWNER: [3] Gas [3] Electric [3] Water [3] Sewer [3] Trash Collection

POINTS AWARDED []

TOTAL POINTS []

WEIGHTED SCORE RATINGS:

Score	Rating	Alphabet	Rent Increase Eligibility
92-102	EXCELLENT	A	4.5% - 5%
81-91	GOOD	B	3.5% - 4%
70-80	AVERAGE	C	2.5% – 3%
59-69	FAIR	D	1% - 2%

PROPERTY INSPECTION SCORE SHEET

[FIRST INSPECTION \ MAXIMUM POINTS = 96]

Checklist #	Pts.	Checklist #	Pts.	Checklist #	Pts.	Checklist #	Pts.	Checklist #	Pts.	Checklist #	Pts.
1.1	3	2.1	3	3.1	3	4.1	3	17.1	3	18.1	3
1.2	3	2.2	3	3.2	3	4.2	3	17.2	3	18.2	3
1.3	3	2.3	3	3.3	3			17.3	3	18.3	3
1.4	3			3.4	3			17.4	3	18.4	3
1.5	3							17.5	3	18.5	3
								17.6	3	18.6	3
								17.7	3	18.7	3
										18.8	3
										18.9	3
										18.10	3
										18.11	3
TOTAL PTS.	15	TOTAL PTS.	9	TOTAL PTS.	12	TOTAL PTS.	6	TOTAL PTS.	21	TOTAL PTS.	33

[SECOND INSPECTION \ MAXIMUM POINTS = 64]

Checklist #	Pts.	Checklist #	Pts.	Checklist #	Pts.	Checklist #	Pts.	Checklist #	Pts.	Checklist #	Pts.
1.1	2	2.1	2	3.1	2	4.1	2	17.1	2	18.1	2
1.2	2	2.2	2	3.2	2	4.2	2	17.2	2	18.2	2

Housing Occupancy Plan
APPENDIX Q – SECTION 8 HQS INSPECTION FORM

1.3	2	2.3	2	3.3	2			17.3	2	18.3	2
1.4	2			3.4	2			17.4	2	18.4	2
1.5	2							17.5	2	18.5	2
								17.6	2	18.6	2
								17.7	2	18.7	2
										18.8	2
										18.9	2
										18.10	2
										18.11	2
TOTAL PTS.	10	TOTAL PTS.	6	TOTAL PTS.	8	TOTAL PTS.	4	TOTAL PTS.	14	TOTAL PTS.	22

PROPERTY INSPECTION RATING

86 - 96 = EXCELLENT (A)
 75 - 85 = GOOD (B)
 64 - 74 = AVERAGE (C)
 53 - 63 = FAIR (D)

PROPERTY RATING

138 - 154 = EXCELLENT (A)
 122 - 137 = GOOD (B)
 106 - 121 = AVERAGE (C)
 90 - 105 = FAIR (D)

WEIGHTED SCORE = INSPECTION [90%] + PROPERTY RATING [10%]

92 - 102 = EXCELLENT (A)
81 - 91 = GOOD (B)
70 - 80 = AVERAGE (C)
59 - 69 = FAIR (D)

WEIGHTED FORMULA

Inspection Points x .90 + Property Rating Points x .10 = [Weighted Score]

Inspection Points		Results		Property Rating Points		Results
	X	.90	+		X	.10

WEIGHTED SCORE

[]

RENT INCREASE ELIGIBILITY

[]

Housing Occupancy Plan
APPENDIX R – SECTION 8 SAMPLE VOUCHER

Voucher
 Housing Choice Voucher Program
Housing Authority of the City of Charlotte, N.C.

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

Public Reporting Burden for this collection is estimated to average 0.05 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This collection of information is authorized under Section 8 of the U. S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program.

Please read entire document before completing form. Fill in all blanks below.		Voucher Number
1. Insert unit size in number of bedrooms. (This is the number of bedrooms for which the Family qualifies, and is used in determining the amount of assistance to be paid on behalf of the Family to the owner.)		1. Unit Size
2. Date Voucher Issued (mm/dd/yyyy) (Insert actual date the Voucher is issued to the Family.)		2. Issue Date (mm/dd/yyyy)
3. Date Voucher Expires (mm/dd/yyyy) (Insert date sixty days after date Voucher is issued.) (See Section 6 of this form.)		3. Expiration Date (mm/dd/yyyy)
4. Date First Extension Expires (if applicable) (mm/dd/yyyy) (See Section 6)		4. Expiration Date (mm/dd/yyyy)
5. Date Final Extension Expires (if applicable) (mm/dd/yyyy) (See Section 6)		5. Expiration Date (mm/dd/yyyy)
6. Name of Family Representative	7. Signature of Family Representative	8. Date Signed (mm/dd/yyyy)
9. Housing Authority of the City of Charlotte, N. C.	10. Signature of CHA Official <input type="checkbox"/> Issuance: _____ <input type="checkbox"/> 1 st Extension: _____ <input type="checkbox"/> Final Extension: _____	11. Date Signed (mm/dd/yyyy) <input type="checkbox"/> Issuance: _____ <input type="checkbox"/> 1 st Extension: _____ <input type="checkbox"/> Final Extension: _____

Charlotte Housing Authority Voucher (HUD) 52646)

Housing Occupancy Plan

APPENDIX R – SECTION 8 SAMPLE VOUCHER

1. Housing Choice Voucher Program

- A. The Charlotte Housing Authority (CHA) has determined that, the above named family (item 5) is eligible to participate in the housing choice voucher program (HCVP). Under this program, the family chooses a decent, safe and sanitary unit to live in. If the owner agrees to lease the unit to the family under the HCVP, and if the CHA approves the unit, the CHA will enter into housing assistance payments (HAP) contract with the owner to make monthly payments to the owner to help the family pay the rent.
- B. The CHA determines the amount of the monthly housing assistance payment to be paid to the owner. Generally, the monthly housing assistance payment by the CHA is the difference between the applicable payment standard and 30 percent of monthly adjusted family income. In determining the maximum initial housing assistance payment for the family, the CHA will use the payment standard in effect on the date the tenancy is approved by the CHA. The family may choose to rent a unit for more than the payment standard, but this choice does not change the amount of the CHA's assistance payment. The actual amount of the CHA's assistance payment will be determined using the gross rent for the unit selected by the family.

2. Voucher

- A. When issuing this voucher the CHA expects that if the family finds an approvable unit, the CHA will have the money available to enter into a HAP contract with the owner. However, the CHA is under no obligation to the family, to a owner or to any other person, to approve a party tenancy. The CHA does not have any liability to any party by the issuance of this voucher when the HAP contract between the CHA and the owner take effect.
- B. The voucher does not give the family any right to participate in the CHA's HCVP. The family becomes a participant in the CHA's HCVP
- C. During the initial or any extended term of this voucher, the CHA may require the family to report progress in leasing a unit at such intervals and times as determined by CHA.

3. CHA Approval or Disapproval of Unit or Lease

- A. When the family finds a suitable unit where the owner willing to participate in the program, the family must give the CHA the request for tenancy approval (RFTA), signed by the owner and the family, and a copy of the lease including the HUD- prescribed tenancy addendum. **All required documents must be submitted to CHA prior to the dates in items # 4 or 5 of this voucher.**
- B. The family must submit required documents in a manner prescribed by CHA. CHA policy prohibits the family from submitting more than one RFTA at a time.
- C. The lease must include the CHA provided tenancy addendum and must be attached to the lease submitted. If there is a difference between any provisions of the HUD tenancy addendum any provisions of the owners lease, the provisions of the HUD tenancy addendum shall control.
- D. After receiving a RTFA, a copy of the lease and tenancy addendum, the CHA will arrange with the owner to inspect the unit. The CHA may not give approval for the family to lease the unit or execute the HAP contract until the CHA has determined that all the following program requirements are met: the unit is eligible; the unit has been inspected and passes the housing quality standards (HQS); the rent is reasonable; and the landlord and tenant has executed the lease including the HUD- prescribed tenancy addendum
- E. If the CHA approves the unit, the CHA will notify the family and owner, and will furnish two copies of the HAP contract, to the owner

Housing Occupancy Plan

APPENDIX R – SECTION 8 SAMPLE VOUCHER

1. The owner and the family must execute the lease.
 2. The owner must sign both copies of the HAP contract, must furnish to the CHA a copy of the executed lease, both copies of the executed HAP contract and register property with CHA.
 3. Upon receipt of all required documents, the CHA will execute the HAP contract and return an executed copy to the owner.
- F. If the CHA determines that the unit or lease cannot be approved for any reason, the CHA will notify the owner and the family that:
1. The proposed unit or lease is disapproved for specified reasons and
 2. If the conditions requiring disapproval are remedied to the satisfaction of the CHA on or before the date specified by the CHA, the unit or lease will be approved.
- 4. Obligations of the family**
- A. When the family's unit is approved and the HAP contract is executed, the family must follow the rules listed below in order to continue participating in the HCVP.
- B. The family must:
1. Supply any information that the CHA or HUD determines to be necessary- including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or and composition.
 2. Disclose and verify social security numbers, sign and submit consent forms for obtaining information.
 3. Supply any information requested by the CHA to verify that the family is living in the unit or information related to family absence from the unit.
 4. Promptly notify the CHA in writing when the family is away from the unit for an extended period of time in accordance to CHA policies.
 5. Allow the CHA to inspect the unit at reasonable times and reasonable notice.
 6. Notify the CHA and the owner in writing before moving out of the unit or terminating the lease.
 7. Use the assisted unit for residence by the family. The unit must be the family's only residence.
 8. Promptly notify the CHA in writing of the birth, adoption, or court-awarded custody of a child.
 9. Request CHA written approval to add any person, other than an existing family member as an occupant of the unit.
 10. Promptly notify the CHA in writing if any family member no longer lives in the unit.
 11. Give the CHA a copy of any owner eviction notice.
 12. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease
 13. Maintain satisfactory attendance for all school aged children.

Housing Occupancy Plan

APPENDIX R – SECTION 8 SAMPLE VOUCHER

14. Attend any CHA required occupancy training sessions.
15. Satisfy the CHA's minimum work and /or training requirements per CHA policy.

C. The family (including each family member) must not:

1. Own or have any interest in the unit (other than in a cooperative, or the owner of a member of a manufactured home leasing a manufactured home space).
2. Commit any serious or repeated violation of the lease.
3. Commit fraud, bribery or any other corrupt or criminal act in connection with this program.
4. Engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or rights to peaceful enjoyment of other residents and persons residing in immediate vicinity of the premises.
5. Sublease or let the unit or assign the lease or transfer the unit.
6. Receive HCVP housing assistance while receiving another housing subsidy, for the same unit or a different unit or different unit under any other Federal, State, or local housing assistance programs.
7. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any quest to damage the unit or premises.
8. Receive HCVP housing assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the CHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
9. Engage in abuse of alcohol in a way that threatens the health, safety, or right to peaceful enjoyment of the other residents and person residing in the immediate vicinity of the premises.

5. **Illegal Discrimination**

If the family has reason to believe that, in its search for suitable housing, it has been discriminated against on the basis of age, race, color, religion, sex, disability, national origin, or family status including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), the family may file a housing discrimination complaint, with the HUD field office in person, by mail or by telephone. The CHA will give the family information on how to fill out and file a complaint.

6. **Expiration and Extension of Voucher**

The voucher will expire on the date stated in items 3 on page 1 of this voucher unless the family requests an extension prior to the expiration date and the CHA grants a written extension of the voucher in which case the voucher will expire on the date stated in items 4 or 5 on page 1 of this voucher. At its discretion, the CHA may grant a family's request for one or more extensions of the initial term.

7. **Validity of Voucher**

A CHA issued voucher shall not be valid unless signed and dated by a designated CHA staff (see boxes 10 and 11 of page 1 of this voucher)

Charlotte Housing Authority Voucher (HUD) 52646)

**Housing Assistance Payments Contract
(HAP Contract)
Section 8 Tenant-Based Assistance⁽⁰⁸⁾**

**Housing Authority of the City of
Charlotte, N. C.**

Part A of the HAP Contract: Contract Information
(To prepare the contract, fill out all contract information in Part A)

1. Contents of Contract

This HAP contract has three parts:
Part A: Contract Information
Part B: Body of Contract
Part C: Tenancy Addendum

2. Family Name

3. Contract Unit Address

4. Household Members

The following persons may reside in the unit. Other persons may not be added to the Household without prior written approval of the owner and the CHA.

5. Initial Lease Term

The initial Lease term begins on (mm/dd/yyyy): _____

The initial Lease term ends on (mm/dd/yyyy): _____

6. Initial Tenant Rent to Owner

The initial rent to owner is: \$ _____

During the initial Lease term, the owner may not raise the rent charged above the amount stated at #6.

7. Initial Housing Assistance Payment

The HAP contract terms cannot begin prior to the date CHA passes the unit. At the beginning of the HAP contract term the amount of the housing assistance payment by the CHA to the owner is \$_____ per month. The amount of the monthly housing assistance payment by the CHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements. CHA is not liable for making payments for any period prior to the move in date approved by CHA. CHA will not execute a HAP contract beyond (60) days past the Lease effective date.

CHA-HAP Contract_041009

8. Utilities and Appliances

The owner shall provide or pay for the utilities and appliances indicated below by an “O”. The tenant shall provide or pay for the utilities and appliances indicated below by “T”. Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

Item	Specify fuel type	Provided	Paid
Heating	<input type="checkbox"/> Natural Gas <input type="checkbox"/> Bottle Gas <input type="checkbox"/> Oil or Electric <input type="checkbox"/> Other _____		
Cooking	<input type="checkbox"/> Natural Gas <input type="checkbox"/> Bottle Gas <input type="checkbox"/> Oil or Electric <input type="checkbox"/> Other _____		
Water Heating	<input type="checkbox"/> Natural Gas <input type="checkbox"/> Bottle Gas <input type="checkbox"/> Oil or Electric <input type="checkbox"/> Other _____		
Air Conditioning	<input type="checkbox"/> Central Air <input type="checkbox"/> Window Units		
Other Electric			
Water			
Sewer			
Trash Collection			
Refrigerator			
Range/Microwave			
Other (specify)	<input type="checkbox"/> _____		

Signatures:

Housing Authority of the City of Charlotte, N.C.

Owner

 Print or Type Name

 Print or Type Name of Owner (or designee
 named on Property Management Agreement)

 Signature

 Signature

 Print or Type Name and Title

 Print or Type Name and Title

 Date (mm/dd/yyyy)

 Date (mm/dd/yyyy)

Owners participating in the Housing Authority of the City of Charlotte, N.C. Section Eight Tenant-Based Assistance / Housing Choice Voucher Program are required to receive Housing Assistance Payments via Direct Deposit and must register their properties with CHA prior to receiving housing assistance payments. By signing above the owner / landlord acknowledges this is a requirement for participation in the Section Eight program. If CHA determines that any information provided by the owner / landlord is false, this contract will be deemed null and void.

 Owner Signature

 Date

CHA-HAP Contract_040109

Housing Occupancy Plan

APPENDIX S – SECTION 8 HAP CONTRACT (PART B)

Housing Assistance Payments Contract (HAP Contract) Section 8 Tenant-Based Assistance Housing Choice Voucher Program

**Housing Authority of the City of Charlotte,
N. C.**

Part B of HAP Contract: Body of Contract

1. Purpose

- a. This is a HAP contract between the CHA and the owner. The HAP contract is entered to provide assistance for the family under the Section 8 voucher program (see HUD program regulations at 24 CFR Part 982)
- b. The HAP contract only applies to the household and contract unit specified in Part A of the HAP contract.
- c. During the HAP contract term, the CHA will pay HAP to the owner in accordance with the HAP contract.
- d. The family will reside in the contract unit with assistance under the Section 8 voucher program. The HAP by the CHA assists the tenant to lease the contract unit from owner for occupancy by family.

2. Lease of Contract Unit

- a. The owner has leased the contract unit to the tenant for occupancy by the family with assistance under the Section 8 voucher program.
- b. The CHA has approved leasing of the unit in accordance with requirements of the Section 8 voucher program.
- c. The lease for the contract unit must include word-for word all provisions of the tenancy addendum required by HUD (Part C of HAP contract).
- d. The owner certifies that:
 - (1) The owner and the tenant have entered into a lease for contract unit including all provisions of the tenancy addendum.
 - (2) The lease is in a standard form that is used in the locality by the owner and that is generally used for other unassisted tenants in the premises.
 - (3) The lease and tenancy addendum are consistent with State and local law.

Housing Occupancy Plan

APPENDIX S – SECTION 8 HAP CONTRACT (PART B)

- e. The owner is responsible for screening the family's behavior or suitability for tenancy. This includes, but not limited to the following: credit checks, criminal background checks, rental history checks, utility payment history checks, lease violations with former landlord. You may also check with CHA to see if there are any pending violations. The CHA is not responsible for such screening. The CHA has no liability or responsibility to the owner or other persons for the family's conduct in tenancy.

3. Maintenance, Utilities, and Other Services

- a. The owner must maintain the contract unit quality standards (HQS) and local housing codes.
- b. The owner must provide all utilities needed to comply with HQS and local housing codes.
- c. If the owner does not maintain the contract unit in accordance with the HQS and/or local housing codes, or fails to provide all utilities needed to comply with HQS or local housing codes, the CHA may exercise any available remedies for such breach including recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of HAP, termination of HAP and termination of HAP contract. The CHA may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the owner.
- d. The CHA shall not make any housing assistance payments for any periods of time where the contract unit fails to meet HQS and local housing code standards for owner identified deficiencies unless the owner corrects the defects within the period specified by the CHA and the CHA has verified correction.
- e. The CHA may inspect the contract unit and premises at such times as the CHA determines necessary, to ensure that the unit is in accordance with the HQS and local housing codes.
- f. The CHA must notify the owner of any HQS defects shown by the inspection.
- g. The owner must provide all housing services as agreed to in the lease.

4. Term of HAP Contract

- a. **Relation to lease term.** The term of the HAP contract begins on the first day of the lease (providing the lease effective date is less than (60) days before the HAP contract execution date) and ends on the last day of the lease (including any lease extensions). A new HAP contract is required under the following circumstances:
 - (1) A new lease has been executed for tenant; or
 - (2) The rent charged has increased; or
 - (3) If the utility arrangements changed.

Housing Occupancy Plan

APPENDIX S – SECTION 8 HAP CONTRACT (PART B)

- b. When HAP contract terminates.
 - (1) The HAP contract terminates automatically if the lease is terminated by owner or tenant.
 - (2) The CHA may terminate program assistance for the family for violations under HUD regulation. If the CHA terminates program **CHA-HAP Contract_B_040109** assistance for the family, the HAP contract terminates automatically.
 - (3) If the family moves from the contract unit, the HAP contract terminates automatically.
 - (4) The HAP contract terminates automatically 180 calendar days after the last HAP to the owner without notice.
 - (5) The CHA may terminate the HAP contract if the CHA determines that available funding is not sufficient to support continued program assistance.
 - (6) The CHA may terminate the HAP contract if the CHA determines that the contract unit does not provide adequate space due to HQS or local housing codes because of an increase in family size., or if the CHA determines that the unit is deemed unsafe based on local police officials records.
 - (7) If the family breaks up the CHA may terminate the HAP contract, or may continue HAP on behalf of the remaining members.

5. Provisions and Payments for Utilities and Appliances

- a. The lease must specify what utilities and appliances are to be provided or paid by the owner or the tenant.
- b. Part A and B of the HAP contract specifies what utilities and appliances are to be provided or paid by the owner or the tenant.

6. Rent to Owner: Reasonable Rent

- a. During the HAP contract term, the rent to owner may at no time exceed the reasonable rent for the contract unit as most recently determined or re-determined by CHA.
- b. The CHA must determine whether the rent to owner is reasonable in comparison to rent for other comparable unassisted units based on the following:
 - (1) Location, quality, size, unit type, and age of contract unit; and
 - (2) Amenities, housing services, maintenance and utilities provided and paid by owner.

Housing Occupancy Plan

APPENDIX S – SECTION 8 HAP CONTRACT (PART B)

- c. The CHA must re-determine the reasonable rent when required in accordance with HUD requirements. The CHA may re-determine rent at any time.
- d. During the HAP contract term, the rent to owner may not exceed rent charged by the owner for comparable unassisted units.
- e. The owner may request a rental increase from the CHA based on current CHA policy.
- f. The CHA may approve a request for rent increase up to an amount pre-determined by CHA policy, but no increase will be awarded that exceeds the Payment Standard approved by CHA.

7. PHA Payment to Owner

a. When Paid

- (1) During the term of the HAP contract, the CHA must make monthly HAP to the owner on behalf of the family at the beginning of each month.
- (2) The CHA must pay HAP promptly when due to the owner.
- (3) If HAP is not paid promptly when due after the first two calendar months of the HAP contract term, the CHA shall pay the owner a penalty in accordance with generally accepted practice in the local housing market. However, the CHA shall not be obligated to pay any late payment penalty if HUD determines that late payment by the CHA is due to factors beyond the CHA's control. Moreover, the CHA shall not be obligated to pay any late penalty if HAP by CHA is delayed or denied as a remedy for owner breach of the HAP contract.
- (4) HAP will only be paid to the owner while the family is residing in the contract unit during the term of HAP contract.

- b. **Owner compliance with HAP contract.** Unless the owner has complied with all provisions of the HAP contract, the owner does have the right to receive housing assistance payments under the HAP contract.

c. Amount of CHA payment to owner

- (1) The amount of the monthly CHA housing assistance payment to the owner shall be paid by the CHA in accordance with HUD requirements for tenancy under the voucher program.
- (2) The amount of the CHA HAP is subject to change during the HAP contract term in accordance with HUD requirements. CHA must notify the owner and family of any changes in HAP.
- (3) The HAP for the first month of the HAP contract may be prorated for a partial month.

Housing Occupancy Plan

APPENDIX S – SECTION 8 HAP CONTRACT (PART B)

- d. **Payment Method.** The CHA will make monthly payments via direct deposit only. The initial payment may be made via check.
- e. **Application of payment.** The monthly HAP shall be credited against the monthly rent to owner for the contract unit.
- f. **Limit of CHA responsibility**
 - (1) The CHA is only responsible for making HAP to the owner in accordance with the HAP contract and HUD requirements for tenancy under the voucher program.
 - (2) The CHA shall not pay any portion of the rent to owner in excess of the HAP. The CHA shall not pay any other claim by the owner against the family.
- g. **Overpayment to owner.** If the CHA determines that the owner is not entitled to the HAP or any part of it, the CHA may deduct the amount of overpayment from any amounts due the owner (including the amounts due under other Section 8 assistance contracts).

8. Owner Registration Requirement

a. Registration Requirement

- (1) Owner must meet all CHA registration requirements prior to CHA entering into a HAP contract and before CHA releases any payments.
- (2) Throughout the term of the HAP contract the owner must maintain current payment of local real estate taxes and mortgage.
- (3) Owner must promptly notify the tenant and CHA in writing of any notices of foreclosure.

9. Owner Certification

During the term of this contract, the owner certifies that:

- a. The owner is maintaining the contract unit and premises in accordance with the HQS and local housing codes.
- b. The contract unit is leased to the tenant. The lease includes the tenancy addendum (Part C of the HAP contract), and is in accordance with this contract and program requirements. The owner has provided the lease to the PHA, including any addendums and revision at lease end.
- c. The rent to owner does not exceed rents charged by the owner for rental of comparable

Housing Occupancy Plan

APPENDIX S – SECTION 8 HAP CONTRACT (PART B)

unassisted units.

- d. Except for the rent to owner, the owner has not received and will not receive any payments or other consideration (from family, the PHA, HUD, or any other public or private source) for rental of the contract unit during the HAP contract term.
- e. The family does not own any interest in the contract unit.
- f. To the best of the owner's knowledge, the members of the family reside in the contract unit, and the unit is the family's only residence.
- g. The owner (including a principal or other interested party) is not the parent, child grandparent, grandchild, sister, brother, of any member of the family, unless the CHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

10. Prohibition of Discrimination. In accordance with applicable equal opportunity statutes, Executive Orders, and regulations:

- a. The owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the HAP contract.
- b. The owner must cooperate with the CHA and HUD in conducting equal opportunity compliance reviews and complaint investigations in connection with the HAP contract.

11. Owner's Breach of HAP Contract

- a. Any of the following actions by the owner (including a principal or other interested party) is a breach of the HAP contract by the owner:
 - (1) If the owner has violated any obligation under the HAP contract, including the owner's obligation to maintain the unit in accordance with the HQS and local housing codes.
 - (2) If the owner has violated any obligations under any other HAP contract under Section 8.
 - (3) If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
 - (4) For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or if the owner has committed fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan.
 - (5) If the owner has engaged in (with conviction or not) any criminal activity (whether drug related, or not, violent criminal related or not, or non-violent criminal activity).

Housing Occupancy Plan

APPENDIX S – SECTION 8 HAP CONTRACT (PART B)

- b. If the CHA determines that a breach has occurred, the CHA may exercise any of its rights and remedies under the HAP contract, or any other available rights and remedies for such breach. The CHA shall notify the owner of such determination, including a brief statement of the reasons for the determination. The notice by the CHA to the owner may require the owner to take corrective action, as verified or determined by the CHA, by a deadline prescribed in the notice.
- c. The CHA's rights and remedies for owner breach of HAP contract include recovery of overpayments, suspension of housing assistance payments, abatement, or other reduction of housing assistance payments, and termination of the HAP contract.
- d. The CHA may seek and obtain additional relief by judicial order or action, including specific performance, other injunctive relief or order for damages.
- e. Even if the family continues to live in the contract unit, the CHA may exercise any rights and remedies for owner breach of this contract.
- f. The CHA's exercise or non-exercise of any right or remedy for owner breach of the HAP contract is not a waiver of the right to exercise that or any other right or remedy at any time.

12. CHA and HUD Access to Premises and Owner's Records

- a. The owner must provide any information pertinent to the HAP contract that the CHA or HUD may reasonably require.
- b. The CHA, HUD and the Comptroller General of the United States shall have full and free access to the contract unit and the premises, and to all accounts and other records of the owner that are relevant to the HAP contract, including the right to examine or audit the records and make copies.
- c. The owner must grant such access to computerized or other electronic records, and to any computers, equipment or facilities containing such records, and must provide any information or assistance needed to access the records.
- d. The owner must grant the CHA access to the assisted unit for purposes of inspection after reasonable notice to the owner.

13. Exclusion of Third Party Rights

- a. The family is not a party to or third party beneficiary of part B of the HAP contract. The family may not enforce any provision of Part B, and may not exercise any right or remedy against the owner or CHA under Part B.
- b. The tenant or the CHA may enforce the tenancy addendum (Part C of the HAP contract) against

Housing Occupancy Plan

APPENDIX S – SECTION 8 HAP CONTRACT (PART B)

the owner, and may exercise any right or remedy against the owner under the tenancy addendum.

- c. The CHA does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner's action or failure to act in connection with management of the contract unit or the premises or with implementation of the HAP contract, or as a result of any other action or failure to act by the owner.
- d. The owner is not the agent of the CHA, and the HAP contract does not create or affect any relationship between the CHA and any lender to the owner or any suppliers, employers, contractors or subcontractors used by the owner in connection with management of the contract unit or the premises or with implementation of the HAP contract.

14. Conflict of Interest

- a. "Covered individual" means a person or entity who is a member of any of the following classes:
 - (1) Any present or former member or officer of the CHA (except a CHA commissioner who is a participant in the program);
 - (2) Any employee of the CHA, or any contractor, sub-contractor or agent of the CHA, who formulates policy or who influences decisions with respect to the program;
 - (3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or
 - (4) Any member of the Congress of the United States.
- b. A covered individual may not have any direct or indirect interest in the HAP contract or in any benefits or payments under contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.
- c. "Immediate family member" means the spouse, parent (including stepparent), child, (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.
- d. The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the HAP contract, or at any time during the HAP contract term.
- e. If a prohibited interest occurs, the owner shall promptly and fully disclose such interest, at execution of the HAP contract term.
- f. The conflict of interest prohibition under this section may be waived by the HUD Field Office for good cause.

Housing Occupancy Plan

APPENDIX S – SECTION 8 HAP CONTRACT (PART B)

- g. No member of or delegate to Congress of the United States or resident commissioner shall be admitted to any share or part of the HAP contract or to any benefits which may arise from it.

15. Assignment of HAP Contract

- a. The owner may not assign the HAP contract to a new owner without the prior written consent.
- b. If the owner requests CHA consent to assign the HAP contract to a new owner, the owner shall supply any information as required by the CHA pertinent to the proposed assignment including those identified in Part B, Section 8 of this contract.
- c. The HAP contract may not be assigned to a new owner that is debarred, suspended or subject to a limited denial of participation under HUD regulations (see 24 CFR Part 24).
- d. The HAP contract may not be assigned to a new owner if HUD has prohibited such assignment because:
 - (1) The Federal government has instituted an administrative or judicial action against the owner or proposed new owner for violation of the Fair Housing Act or other Federal equal opportunity requirements, and such action is pending or
 - (2) A court or administrative agency has determined that the owner or proposed new owner violated the Fair Housing Act or other Federal equal opportunity requirements.
- e. The HAP contract may not be assigned to a new owner if the new owner (including a principal or other interested party) is the parent, child, grandparent, grandchild, sister, brother of any member of the family, unless the CHA has determined (and has notified the family if such determination) that approving the assignment, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
- f. The CHA may deny approval to assign the HAP contract if the owner or proposed new owner (including a principal or other interested party):
 - Has violated obligations under a housing assistance payments contract under Section 8;
 - (1) Has violated obligations under a housing assistance payments contract under Section 8;
 - (2) Has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;
 - (3) Has engaged in any drug-related criminal activity or any violent criminal activity;
 - (4) Has a history or practice of non-compliance with the HQS for units leased under the Section 8 tenant-based programs, or non-compliance with applicable housing standards for units leased with project-based Section 8 assistance or for units leased under any

Housing Occupancy Plan

APPENDIX S – SECTION 8 HAP CONTRACT (PART B)

Federal housing program;

(5) Has a history or practice of failing to terminate tenancy of tenants assisted under any Federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:

(a) Threatens the right to peaceful enjoyment of the premises by other residents;

(b) Threatens the health or safety of other residents, of employees or other persons engaged in management of the housing;

(c) Threatens the health or safety of, or the right to peaceful enjoyment of their residents by persons residing in the immediate vicinity of the premises; or

(d) Is drug-related criminal activity or violent criminal activity;

(6) Has a history or practice of renting units that fail to meet State or local housing codes; or

(7) Has not paid State or local real estate taxes, fines or assessments.

g. The new owner must agree to be bound by and comply with the HAP contract. The agreement must be in writing, and in a form acceptable to the CHA. The new owner must give the CHA a copy of the executed agreement.

h. If the family decides that they no longer wish to reside in the unit following the assignment of the HAP contract, the family may move from the unit according to the terms of the lease agreement even if the initial lease term has not expired.

16. **Written Notices.** Any notice by the CHA or the owner in connection with this contract must be in writing.

17. Entire Agreement: Interpretation

a. The HAP contract contains the entire agreement between the owner and the CHA.

b. The HAP contract shall be interpreted and implemented in accordance with HUD requirements, including the HUD program regulations at 24 CFR Part 982.

**Housing Assistance Payments Contract
(HAP Contract)
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program**

Charlotte Housing Authority (CHA)

Part C of HAP Contract: Tenancy Addendum

1. Section 8 Voucher Program

- a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).
- b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the CHA under the voucher program. Under the HAP contract, the CHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

2. Lease

- a. The owner has given the CHA a copy of the Lease and Lease addendum including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the Lease are in accordance with all provisions of the HAP contract and that the Lease includes the tenancy addendum.
- b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the Lease, the language of the tenancy addendum shall control.
- c. If the Owner changes the terms of the Lease by increasing the rent charged, or by changing the utility arrangements the Owner must execute a new Lease agreement with tenant.

3. Use of Contract Unit

- a. During the Lease term, the family will reside in the contract unit with assistance under the voucher program.
- b. The composition of the Household must be approved by the owner and CHA. The family must promptly inform the CHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the Household without prior written approval of the owner and the CHA.
- c. The contract unit may only be used for residence by the CHA-approved Household Members. The unit must be the family's only residence. Members of the Household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.

Housing Occupancy Plan

APPENDIX S – SECTION 8 HAP CONTRACT (PART C)

- d. The tenant may not sublease or let the unit.
- e. The tenant may not assign the Lease or transfer the unit.

4. CHA Rent to Owner

- a. The initial rent to owner may not exceed the amount approved by the CHA in accordance with HUD requirements.

Changes in the rent to owner shall be determined by the provisions of the Lease. However, the owner may not raise the rent during the initial term of the Lease.

- c. During the term of the Lease (including the initial term of the Lease and any extension term), the rent to owner may at no time exceed:
 - (1) The reasonable rent for the unit as most recently determined or re-determined by the CHA in accordance with HUD requirements, or
 - (2) Rent charged by the owner for comparable unassisted units in the premises.
- d. If the CHA approves a rental increase to the owner the CHA will provide written notice to the family in advanced of effective date of the increase.

5. Family Payment to Owner

- a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the CHA housing assistance payment.
- b. Each month, the CHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the CHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.
- c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- d. During the term of the HAP contract, the tenant is not responsible for paying the portion of rent to owner covered by the CHA housing assistance payment under the HAP contract between the owner and the CHA. A CHA failure to pay the housing assistance payment to the owner is not a violation of the Lease. The owner may not terminate the tenancy for nonpayment of the CHA housing assistance payment. When the CHA terminates the HAP contract with the Owner no further assistance payments will be made by CHA even if the family continues to reside in the unit.
- e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all

Housing Occupancy Plan

APPENDIX S – SECTION 8 HAP CONTRACT (PART C)

housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the Lease.

- f. The owner must immediately return any excess rent payment to the tenant.

6. Other Fees and Charges

- a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
- b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

7. Maintenance, Utilities, and Other Services

a. Maintenance

(1) The owner must maintain the unit and premises in accordance with the HQS and local housing codes.

(2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

b. Utilities and appliances

(1) The owner must provide all utilities needed to comply with the HQS.

(2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:

(a) Pay for any utilities that are to be paid by the tenant.

(b) Provide and maintain any appliances that are to be provided by the tenant.

- c. **Family damage.** The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the Household or by a guest.

- d. **Housing services.** The owner must provide all housing services as agreed to in the Lease.

8. Termination of Tenancy by Owner

- a. **Requirements.** The owner may only terminate the tenancy in accordance with the Lease and HUD requirements.

Housing Occupancy Plan

APPENDIX S – SECTION 8 HAP CONTRACT (PART C)

- b. **Grounds.** During the term of the Lease (the initial term of the Lease or any extension term), the owner may only terminate the tenancy because of:
- (1) Serious or repeated violation of the Lease;
 - (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
 - (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
 - (4) Other good cause (as provided in paragraph d).
- c. **Criminal activity or alcohol abuse.**
- (1) The owner may terminate the tenancy during the term of the Lease if any member of the Household, a guest or another person under a resident's control commits any of the following types of criminal activity:
 - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
 - (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
 - (c) Any violent criminal activity on or near the premises; or
 - (d) Any drug-related criminal activity on or near the premises
 - (2) The owner may terminate the tenancy during the term of the Lease if any member of the Household is:
 - (a) 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 individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or
 - (b) Violating a condition of probation or parole under Federal or State law.
 - (3) The owner may terminate the tenancy for criminal activity by a Household member in accordance with this section if the owner determines that the Household member has committed the criminal activity, regardless of whether the Household member has been arrested or convicted for such activity.
 - (4) The owner may terminate the tenancy during the term of the Lease if any member of the Household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

Housing Occupancy Plan

APPENDIX S – SECTION 8 HAP CONTRACT (PART C)

d. Other good cause for termination of tenancy

(1) During the initial Lease term, other good cause for termination of tenancy must be something the family did or failed to do.

(2) During the initial Lease term or during any extension term, other good cause includes:

(a) Disturbance of neighbors,

(b) Destruction of property, or

(c) Living or housekeeping habits that cause damage to the unit or premises.

(3) After the initial Lease term, such good cause includes:

(a) The tenant's failure to accept the owner's offer of a new Lease or revision;

(b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or

(c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

e. Protections for Victims of Abuse.

(1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the Lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of such a victim. These crimes will fall under the category of the Federal "Violence Against Women Act (VAWC) and any local and state laws.

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

(3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a CHA, owner or manager may "bifurcate" a Lease, or otherwise remove a Household member from a Lease, without regard to whether a Household member is a signatory to the Lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by

Housing Occupancy Plan

APPENDIX S – SECTION 8 HAP CONTRACT (PART C)

Federal, State, and local law for the termination of Leases or assistance under the housing choice voucher program.

(4) Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the Household Members in cases where a family breaks up.

(5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a Lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's Household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.

(6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.

(7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

f. Eviction by court action. The owner may only evict the tenant by a court action.

g. Owner notice of grounds

(1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.

(2) The owner must give the CHA a copy of any owner eviction notice at the same time the owner notifies the tenant.

(4) If the Lease covers eviction for non-payment of rent, unreimbursed tenant damages, failure to obtain permission to add to Household or failure to provide notice to move in accordance with Lease terms and the Owner provides written notice to the CHA of these violations the CHA may move to terminate the family's assistance or delay the family's request to move.

9. Lease: Relation to HAP Contract

If the HAP contract terminates for any reason, the Lease terminates automatically.

Housing Occupancy Plan

APPENDIX S – SECTION 8 HAP CONTRACT (PART C)

10. CHA Termination of Assistance

The CHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the CHA terminates program assistance for the family, the Lease terminates automatically.

11. Family Move Out

The tenant must notify the CHA and the owner before the family moves out of the unit. However, the HAP contract terminates after the family moves from the assisted unit with or without notice.

12. Security Deposit

a. The owner may collect a security deposit from the tenant. (However, the CHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such CHA-required restriction must be specified in the HAP contract.)

b. When the family moves out of the contract unit, the owner, subject to State and local law (N.C. G. S. § 42-51) may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the Lease.

c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.

d. If the security deposit is not sufficient to cover amounts the tenant owes under the Lease, the owner may collect the balance from the tenant.

13. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18) or disability in connection with the Lease.

14. Conflict with Other Provisions of Lease

a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.

b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the Lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

Housing Occupancy Plan

APPENDIX S – SECTION 8 HAP CONTRACT (PART C)

15. Changes in Lease or Rent

a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the Lease, such changes must be in writing, and the owner must immediately give the CHA a copy of such changes. The Lease, including any changes, must be in accordance with the requirements of the tenancy addendum.

b. In the following cases, tenant-based assistance shall not be continued unless the CHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:

(1) If there are any changes in Lease requirements governing tenant or owner responsibilities for utilities or appliances;

(2) If there are any changes in Lease provisions governing the term of the Lease;

(3) If the family moves to a new unit, even if the unit is in the same building or complex.

c. CHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the Lease other than as specified in paragraph b.

d. The owner must notify the CHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or re-determined by the CHA in accordance with HUD requirements.

16. Notices

Any notice under the Lease by the tenant to the owner or by the owner to the tenant must be in writing.

17. Definitions

Contract unit. The housing unit rented by the tenant with assistance under the program.

Family. The persons who may reside in the unit with assistance under the program.

HAP contract. The housing assistance payments contract between the CHA and the owner. The CHA pays housing assistance payments to the owner in accordance with the HAP contract.

Household. The persons who may reside in the contract unit. The Household consists of the family and any CHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

Housing quality standards (HQS). The HUD minimum quality standards for housing assisted under the Section 8 tenant-based programs.

Housing Occupancy Plan

APPENDIX S – SECTION 8 HAP CONTRACT (PART C)

HUD. The U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Lease. The written agreement between the owner and the tenant for the Lease of the contract unit to the tenant. The Lease includes the tenancy addendum prescribed by HUD.

CHA. Public Housing Agency.

Premises. The building or complex in which the contract unit is located, including common areas and grounds.

Program. The Section 8 housing choice voucher program.

Rent to owner. The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the CHA housing assistance payment to the owner.

Section 8. Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

Tenant. The family member (or members) who Leases the unit from the owner.

Voucher program. The Section 8 housing choice voucher program. Under this program, HUD provides funds to a CHA for rent subsidy on behalf of eligible families. The tenancy under the Lease will be assisted with rent subsidy for a tenancy under the voucher program.

**APPENDIX T:
REASONABLE ACCOMMODATION POLICY
LAST AMENDED: JUNE 21, 2011**

It is the policy of CHA to be service-directed in the administration of our housing programs, and to exercise and demonstrate a high level of professionalism while providing housing services to families. Thus, it is the policy of the CHA that all Participants, including those with a disability, will be able to fully access and utilize the CHA housing programs and related services to the same degree as those without a disability. A disability is defined by the CHA as:

- A physical or mental impairment that substantially limits one or more of the major life activities of an individual;
- A record of such impairment; or
- Being regarded as having such an impairment

Note: This is not the same as the HUD definition used for purposes of determining allowances

Therefore, if a Participant with a disability believes that a waiver of a particular Housing Program provision will enable that Participant to participate equally, the Participant must first ask for a specific reasonable accommodation in the Program before the CHA will treat that Participant differently than other Participants. For example, the accommodation may be a change to a particular policy or practice as an accommodation for a disability, such as allowing an increase in the number of bedrooms allowed with the voucher in order to allow a disabled family member to have their own bedroom rather than sharing a bedroom with another family member. Another example would be requesting that the CHA allow a disabled Participant to add a Live-In Aide to their Household in order to assist the Participant with their daily activities.

The availability of requesting an accommodation will be made known by including notices on CHA forms and letters. This policy is intended to afford persons with disabilities an equal opportunity to obtain the same result, gain the same benefit, or to reach the same level of achievement as those who do not have disabilities. This

Housing Occupancy Plan

APPENDIX T – REASONABLE ACCOMMODATION POLICY

policy applies upon application for housing assistance and to all situations described in this plan, including when a family initiates contact with the CHA, when the CHA initiates contact with a family, and when the CHA schedules or reschedules appointments of any kind. The request for a specific change to a policy or practice must be in writing on a form provided by the CHA.

Rehabilitated former drug users and alcoholics are covered under the ADA. However, a current drug user is not covered. In accordance with 5.403, individuals are not considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence. Individuals whose drug or alcohol addiction is a material factor to their disability are excluded from the definition. Individuals are considered disabled if mental and physical limitations would persist if drug or alcohol abuse discontinued.

Once the person's status as a qualified person with a disability is confirmed, the CHA may require that a professional third party competent to make the assessment provide written verification that the person needs the specific accommodation due to their disability and the change is required for them to have equal access to the housing program.

If the CHA finds that the requested accommodation creates an undue administrative or financial burden, the CHA will deny the request and/or present an alternate accommodation that will still meet the need of the person. An undue administrative burden is one that requires a fundamental alteration of the essential functions of the CHA, i.e., waiving a family obligation. An undue financial burden is one that, when considering the available resources of the agency as a whole, the requested accommodation would pose a severe financial hardship on the CHA. The CHA will provide a written decision to the person requesting the accommodation within 14 days. If a person is denied the accommodation or feels that the alternative suggestions are inadequate, they may request an informal hearing to review the CHA's decision.

Housing Occupancy Plan

APPENDIX T – REASONABLE ACCOMMODATION POLICY

Reasonable accommodation will be made for persons with a disability that requires an advocate or accessible offices. A designee will be allowed to provide some information, but only with the written permission of the person with the disability.

All CHA mailings will be made available in an accessible format upon request, as a reasonable accommodation.

Reasonable Accommodations Committee

All reasonable accommodations requests will be reviewed by the CHA Reasonable Accommodations Committee. The committee will be composed of CHA staff members from various CHA Departments including, but not limited to, Housing Choice Voucher Program, Public Housing and Client Services. The Reasonable Accommodations may, upon initial review of the request, request additional supporting documents to substantiate the request. In this instance, the request for additional documentation will be made in writing and will provide the requestor a “reasonable” amount of time to submit the supporting documents. All decisions made by the committee will be in writing. The participant may grieve the decision through the processes listed in Chapter 16. Once a decision has been rendered by the informal hearing panel the decision is final as it relates to the CHA. If the Participant family feels that the CHA has rendered an inappropriate decision the family is free to seek legal counsel outside of the CHA, but no further action on the part of CHA will be made.

Verification of Disability

The CHA will verify disabilities under definitions in the Fair Housing Amendments Act of 1988, Section 504 of the 1973 Rehabilitation Act, and Americans with Disabilities Act.

Requests for reasonable Accommodation when Applying for Admission

All persons who wish to apply for any of the CHA's programs must submit a pre-application, as indicated in our public notice. Applications will be made available in an accessible format upon request from a person with a disability.

Housing Occupancy Plan

APPENDIX T – REASONABLE ACCOMMODATION POLICY

To provide specific accommodation to persons with disabilities, upon request, the information may be mailed to the applicant and, if requested, it will be mailed in an accessible format.

The full application is completed at the eligibility appointment in the applicant's own handwriting, unless assistance is needed, or a request for reasonable accommodation is requested by a person with a disability. Applicants will then be interviewed by CHA staff to review the information on the full application form. Verification of disability as it relates to 504, Fair Housing, or ADA reasonable accommodation will be requested at this time. The full application will also include questions asking all applicants whether reasonable accommodations are necessary.

APPENDIX U:
NON-SMOKING POLICY
LAST AMENDED: JUNE 21, 2011

I. PURPOSE:

On July 17, 2009, HUD issued Notice: PIH-2009-21 (HA) that strongly encouraged Public Housing Authorities (PHAs) to implement non-smoking policies in some or all of their public housing units. According to the American Lung Association, cigarette smoking is the number one cause of preventable disease in the United States. The elderly and young populations, as well as people with chronic illnesses, are especially vulnerable to the adverse effects of smoking. This concern was recently addressed by the Family Smoking Prevention and Tobacco Control Act, P.L. 111-31, signed by the President on June 22, 2009. Because Environmental Tobacco Smoke (ETS) can migrate between units in multifamily housing, causing respiratory illness, heart disease, cancer and other adverse health effects in neighboring families, HUD is encouraging PHAs to adopt non-smoking policies.

II. CHA PLANS:

CHA's Housing Occupancy Plan, specifically Chapter 2, Section F, authorizes CHA to designate entire buildings or portions thereof as smoke-free or non-smoking buildings. Pursuant to the requirements of 24 CFR 903.7(e), this policy includes CHA's statement of operation and management and the rules and standards that will apply to projects when CHA implements the non-smoking policy. CHA will also revise lease agreements to include appropriate non-smoking provisions.

CHA's current timeline for implementation of the non-smoking policy is as follows:

- Charlottetown Terrace–Fall 2011 (rehabbed property, building will be non-smoking when residents move back in)
- Strawn Apartments – Winter 2012 (rehabbed property, building will be non-smoking when residents move back in)
- Parktowne Terrace – Winter 2012 (rehabbed property, building will be non-smoking when residents move back in)

CHA will amend this policy at such time as CHA develops future plans to designate additional building as non-smoking.

III. POLICY:

Smoking is not permitted anywhere in the building, including individual units. Smoking includes but is not limited to the use of cigarettes, cigars, pipes, tobacco, or incense products. All current residents, all new residents, all CHA employees, all guests and other individuals under the resident's control will be prohibited from smoking anywhere in the building, including individual units. Failure of any resident to follow the smoke-free policy will be considered a lease violation. "No Smoking" signs will be posted outside and inside of the building. Smoking outside the building is limited to designated areas. If a resident smells tobacco smoke in any place in the building, they are to report this to the management office as soon as possible. Management will endeavor to seek the source of the smoke and take appropriate action. It is the responsibility of the resident to abide by this policy and ensure that all household members, guests and any other persons under the resident's control also abide by this policy.

Consequences for violating the no-smoking policy will be as follows:

1. 1st violation – verbal warning and delivery to resident of smoking cessation materials;
2. 2nd violation – verbal warning, delivery to resident of smoking cessation materials and a referral to Client Services;
3. 3rd violation – written warning letter, delivery to resident of smoking cessation materials and referral to Client Services;
4. 4th violation – thirty (30) day lease termination notice with option to remedy and cure violation if resident enrolls in and completes smoking cessation program approved by Client Services;
5. 5th violation – thirty (30) day lease termination notice.

Housing Occupancy Plan

APPENDIX V – ACRONYMS USED IN SUBSIDIZED HOUSING

ACRONYMS USED IN SUBSIDIZED HOUSING

AAF	Annual Adjustment Factor. A factor published by HUD in the Federal Register which is used to compute annual rent adjustment.
ACC	Annual Contributions Contract
BR	Bedroom
CFR	Code of Federal Regulations. Commonly referred to as “the regulations”. The CFR is the compilation of Federal rules which are first published in the Federal Register and define and implement a statute.
CHA	Housing Authority of the City of Charlotte, NC
ELI	Extremely Low-Income
FHA	Federal Housing Administration
FICA	Federal Insurance Contributions Act – Social Security taxes
FMR	Fair market rent
FY	Fiscal Year
FYE	Fiscal Year End
GFC	Gross Family Contribution. Note: Has been replaced by the term Total Tenant Payment (TTP).
GR	Gross Rent
HAP	Housing Assistance Payment
HQS	Housing Quality Standards
HUD	The Department of Housing and Urban Development or its designee.
IG	Inspector General
IPA	Independent Public Accountant
MSA	Metropolitan Statistical Area established by the U.S. Census Bureau
PHA	Public Housing Agency
PMSA	A Primary Metropolitan Statistical Area established by the U.S. Census Bureau.
PS	Payment Standard

Housing Occupancy Plan

APPENDIX V – ACRONYMS USED IN SUBSIDIZED HOUSING

QC	Quality Control
RFTA	Request for Tenancy Approval
TR	Tenant Rent
TTP	Total Tenant Payment
UA	Utility Allowance
UPCS	Uniform Physical Condition Standards
URP	Utility Reimbursement Payment

1937 ACT. The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.)

THIS PLAN: The HUD required written policy of the PHA governing its administration of its assisted housing programs. This plan and any revisions must be approved by the CHA's board and a copies made for public review.

ABSORPTION: In portability, the point at which a receiving PHA stops billing the initial PHA for assistance on behalf of a portability family. The receiving PHA uses funds available under the receiving PHA consolidated ACC.

ACC RESERVE ACCOUNT (FORMERLY "PROJECT RESERVE"): Account established by HUD from amounts by which the maximum payment to the PHA under the consolidated ACC (during a PHA fiscal year) exceeds the amount actually approved and paid. This account is used as the source of additional payment for the program.

ADA: Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.)

ADJUSTED INCOME: Annual income, less allowable HUD deductions.

ADMINISTRATIVE FEE: Fee paid by HUD to the CHA for administration of the Section 8 program.

ADMINISTRATIVE FEE RESERVE (Formerly "Operating reserve"): Account established by PHA from excess administrative fee income. The administrative fee reserve must be used for housing purposes.

ADMISSION: The effective date of the first HAP contract for a family (first day of initial Lease term) in a Section 8 tenant-based or project-based program or the first day of the initial Lease under the Section 9 (public Housing) program. This is the point when the family becomes a Participant in the program.

ANNUAL BUDGET: The maximum annual payment by HUD to a PHA for a funding increment.

ANNUAL CONTRIBUTIONS CONTRACT (ACC): A written contract between HUD and a PHA. Under the contract HUD agrees to provide funding for operation of the program, and the PHA agrees to comply with HUD requirements from the program.

ANNUAL INCOME: The anticipated total Annual Income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with the regulations.

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 Net Family Assets.)

ASSISTED TENANT: A tenant who pays less than the market rent as defined in the regulations. Includes tenants receiving rent supplement, Rental Assistance

Housing Occupancy Plan

APPENDIX W- GLOSSARY

Payments, Section 8 or Section 9 assistance and all other 236 and 221 (d) (3) BMIR tenants, except those paying the 236 market rent or 120% of the BMIR rent, respectively.

BUDGET: An amount authorized and appropriated by the Congress for payment to PHA s under the program. For each funding increment in a PHA program, budget CHA is the maximum amount that may be paid by HUD to the PHA over the ACC term of the funding increment.

CERTIFICATE: A Certificate issued by the CHA under the Section 8 pre-merger certificate program, declaring a family to be eligible for participation in this program and stating the terms and conditions for such participation. Will no longer be issued after October 1, 1999.

CERTIFICATE PROGRAM: Pre-merger rental certificate program.

CHILD CARE EXPENSES: Amounts paid y the family for the care of minors under 13 years of age where such care is necessary to enable a family member to be employed or for a Household member to further his/her education.

CO-HEAD: An individual in the Household who is equally responsible for the Lease with the Head of Household. (A family never has a Co-head and a Spouse and, a Co-head is never a Dependent).

CONGREGATE HOUSING: Housing for elderly persons or persons with disabilities that meets the HQS for congregate housing.

COOPERATIVE: (Term includes mutual housing.) A dwelling unit owned and or shared by a group of individuals who have individual sleeping quarters and share common facilities such as kitchen, living room and some bathrooms.

CONSOLIDATED ANNUAL CONTRIBUTIONS CONTRACT: (Consolidated ACC). See 24 CFR 982.151.

CONTINUOUSLY ASSISTED: An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the voucher program.

CONTRACT: (See Housing Assistance Payments Contract.)

COVERED FAMILIES: Statutory term for families who are required to participate in a welfare agency economic self-sufficiency program and who may be subject to a welfare benefit sanction for non-compliance with this obligation. Includes families who receive welfare assistance or other public assistance under a program for which federal, state or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for the assistance.

Housing Occupancy Plan

APPENDIX W- GLOSSARY

COVERED PERSON: for purposes of 24 CFR Part 982 and this chapter, means a tenant, any member of the tenant's Household, a guest or another person under the tenant's control.

DEPENDENT: A member of the family Household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a full-time student 18 years of age or over.

DISABILITY ASSISTANCE EXPENSE: Anticipated costs for care attendants and auxiliary apparatus for disabled family members which enable a family member (including the disabled family member) to work.

DISABLED FAMILY: A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

DISABLED PERSON: See person with Disabilities.

DISPLACED PERSON/FAMILY: A person or family displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under federal disaster relief laws.

DOMICILE: The legal residence of the Household head or spouse as determined in accordance with State and local law.

DRUG: means a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

DRUG-RELATED CRIMINAL ACTIVITY: The illegal manufacture, sale, distribution, use, or the possession with intent to manufacture, sell distribute or use, of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21U.S.C. 802).

DRUG TRAFFICKING: The illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21U.S.C. 802).

ECONOMIC SELF-SUFFICIENCY PROGRAM: Any program designed to encourage, assist, train or facilitate the economic independence of assisted families, or to provide work for such families. Can include job training, employment counseling, work placement basic skills training, education, English proficiency, Workfare, financial or Household management, apprenticeship, or any other program necessary to ready a Participant to work (such as treatment for drug abuse or mental health treatment). Includes any work activities as defined in the Social Security Act (42 U.S.C. 607 (d)). Also see 24 CFR 5.603 (c).

Housing Occupancy Plan

APPENDIX W- GLOSSARY

ELDERLY FAMILY: A family whose head, spouse or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

ELDERLY HOUSEHOLD: A family head or spouse or whose sole member is at least 62 years of age; may include two or more elderly person living together or one or more such persons living with another person who is determined to be a essential to his/her care and wellbeing.

ELDERLY PERSON: A person who is at least 62 years old.

ELIGIBLE FAMILY: (Family). A family is defined by the PHA in the this plan, which is approved by HUD.

EXCEPTIONAL MEDICAL OR OTHER EXPENSES: Prior to the regulation change in 1982, this meant medical and/or unusual expenses as defined in Part 889 which exceeded 25% of the Annual Income. It is no longer used.

EXCEPTION RENT: In the pre-merger certificate program, an initial rent (contract rent plus any utility allowance) in excess of the published FMR. See FMR/Exception rent.

EXCESS MEDICAL EXPENSES: Any medical expenses incurred by elderly or disabled families only in excess of 3% of Annual Income which are not reimbursable from any other source.

EXCESS UTILITIES: The amount of Utilities consumption in excess of a reasonable allowance based on the history of Utility use by families in Units of similar size and construction.

EXTREMELY LOW-INCOME FAMILY: A family whose annual income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 30 percent of medical income for an a if HUD finds such variations are necessary due to unusually high or low family incomes.

FAIR HOUSING ACT: Title VIII of the Civil Rights Act of 1968, as amended by the Fair housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.)

FAIR MARKET RENT (FMR): The rent including the cost of utilities (except telephone) that would be required to be paid in the housing market area to obtain privately owned existing decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. Fair market rents for existing housing are established by HUD for housing units of varying sizes (number of bedrooms) and are published in the Federal Register.

FAMILY: "Family" includes but is not limited to:

Housing Occupancy Plan

APPENDIX W- GLOSSARY

A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);

An elderly family;

A near-elderly family;

A displaced family

The remaining member of a tenant family; and

A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

("Family" can be further defined by the PHA)

FAMILY OF VETERAN OR SERVICE PERSON: A family is a "family of veteran or service person" when:

The veteran or service person (a) is either the head of Household or is related to the head of the Household; or (b) is deceased and was related to the head of the Household, and was a family member at the time of death.

The veteran or service person, unless deceased, is living with the family or is only temporarily absent unless s/he was (a) formerly the head of the Household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the family contains one or more persons for whose support s/he is legally responsible and the spouse has not remarried; or (b) not the head of the Household but is permanently hospitalized, provided, that s/he was a family member at the time of hospitalization and there remain in the family at least two related persons.

FAMILY RENT TO OWNER: In the voucher program, the portion of the rent to owner paid by the family.

FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM): The program established by a PHA to promote self-sufficiency of assisted families, including the provision of supportive services.

FAMILY SHARE: The amount calculated by subtracting the housing assistance payment from the gross rent.

FAMILY UNIT SIZE: The appropriate number of bedrooms for a family, as determined by the PHA under the PHA's subsidy standards.

FLAT RENT: Flat rents are based on the market rent charged for comparable units in the private unassisted rental market. It is equal to the estimated rent for which the PHA could promptly lease the unit. The flat rent is designed to encourage self-

Housing Occupancy Plan

APPENDIX W- GLOSSARY

sufficiency and to avoid creating disincentives for continued residency by families who are attempting to become economically self-sufficient. If the family chooses to pay a flat rent, the PHA does not pay any utility reimbursement.

FMR/EXCEPTION RENT: the fair market rent published by HUD headquarters. In the pre-merger certificate program the initial contract rent for a dwelling unit plus any utility allowance could not exceed the FMR/exception rent limit (for the dwelling unit or for the family unit size). In the voucher program the PHA adopts a payment standard schedule that is within 90% to 110% of the FMR for each bedroom size.

FOSTER CHILD CARE PAYMENT: Payment to eligible Households by state, local, or private agencies appointed by the state, to administer payments for the care of foster children.

FULL-TIME STUDENT: A person who is attending school or vocational training on a full-time basis (carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended).

FUNDING INCREMENT: Each commitment of budget CHA by HUD to a PHA under the consolidated annual contributions contract for the PHA program.

GROSS FAMILY CONTRIBUTION: Changed to Total Tenant Payment.

GROSS RENT: The sum of the Rent to Owner and the utility allowance. If there is no utility allowance, Rent to Owner equals Gross Rent.

GUEST: for purposes of this chapter and 24 CFR Part 5, Subpart A and 24 CFR Part 982, means a person temporarily staying in the unit with the consent of a tenant or other member of the Household who has express or implied CHA to so consent on behalf of the tenant. The requirements of Part 982 apply to a guest as so defined.

HAP CONTRACT: (See Housing Assistance Payments contract.)

HEAD OF HOUSEHOLD: The head of Household is the person assumes legal and financial responsibility for the Household and is listed on the application as head.

HOUSEHOLD: for the purposes of 24 CFR Part 982 and this chapter, means the family and CHA-approved Live-in Aide.

HOUSING AGENCY: A state, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing. ("PHA and HA" mean the same thing.)

HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974: Act in which the U.S. Housing Act of 1937 (sometimes referred to as the Act) was re-codified, and which added the Section 8 Programs.

HOUSING ASSISTANCE PAYMENT: The monthly assistance payment by a PHA. The total assistance payment consists of:

A payment to the owner for rent to owner under the family's Lease.

An additional payment to the family if the total assistance payment exceeds the rent to owner. The additional payment is called a "utility reimbursement" payment.

HOUSING ASSISTANCE PAYMENTS CONTRACT (HAP contract): A written contract between a PHA and an owner in the form prescribed by HUD headquarters, in which the PHA agrees to make housing assistance payments to the owner on behalf of an eligible family.

HOUSING QUALITY STANDARDS (HQS): The HUD minimum quality standards for housing assisted under the tenant-based programs.

HUD: The Department of Housing and Urban Development.

HUD REQUIREMENTS: HUD requirements for the Section 8 programs. HUD requirements are issued by HUD headquarters as regulations. Federal Register notices or other binding program directives.

IMPUTED ASSET: Asset disposed of for less than Fair Market Value during two years preceding examination or recertification.

IMPUTED INCOME: HUD's passbook rate times the total cash value of assets. The calculation is used when assets exceeds \$5,000.

IMPUTED WELFARE INCOME: An amount of annual income that is not actually received by a family as a result of a specified welfare benefit reduction, but is included in the family's annual income and therefore reflected in the family's rental contribution.

INCOME: Income from all sources of each member of the Household as determined in accordance with criteria established by HUD.

INCOME FOR ELIGIBILITY: Annual Income.

INDIAN: Any person recognized as an Indian or Alaska native by an Indian tribe, the federal government, or any State.

INDIAN HOUSING CHA (IHA): A housing agency established either by exercise of the power of self-government of an Indian Tribe, independent of State law, or by operation of State law providing specifically for housing authorities for Indians.

INITIAL PHA: In portability, the term refers to both:

A PHA that originally selected a family that later decides to move out of the jurisdiction of the selecting PHA; and

A PHA that absorbed a family that later decides to move out of the jurisdiction of the absorbing PHA.

INITIAL PAYMENT STANDARD: The payment standard at the beginning of the HAP contract term.

INITIAL RENT TO OWNER: The rent to owner at the beginning of the HAP contract term.

JURISDICTION: The area in which the PHA has PHA under State and local law to administer the program.

LANDLORD: This term means either the owner of the property or his/her representative or the managing agent or his/her representative, as shall be designated by the owner.

LEASE: A written agreement between an owner and a tenant for the leasing of a dwelling unit to the tenant. The Lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payment under a HAP contract between the owner and the PHA. In cooperative housing, a written agreement between a cooperative and member of the cooperative. The agreement establishes the conditions for occupancy of the member's family with housing assistance payments to the cooperative under a HAP contract between the cooperative and the PHA.

LEASE ADDENDUM: Under the Section 8 Tenant-Based and Project-Based program for pre-merger Certificate, pre-merger OFTO, and pre-merger Voucher tenancies, the Lease language required by HUD in the Lease between the tenant and the owner. For the Section 9 (Public Housing) program any additions to the Lease agreement are attached as Lease addendums.

LIVE-IN AIDE: A person who resides with an elderly person or disabled person and who is determined to be essential to the care and well-being of the person, is not obligated for the support of the person, and would not be living in the unit except to provide necessary supportive services.

LOCAL PREFERENCE: A preference used by the PHA to select among applicant families.

LOW-INCOME FAMILY: A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for

Housing Occupancy Plan

APPENDIX W- GLOSSARY

smaller and larger families. HUD may establish income ceilings higher or lower than 80% for areas with unusually high or low income families.

MANUFACTURED HOME: A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS. A special housing type. See 24 CFR 982.620 and 982.621.

MANUFACTURED HOME SPACE: In manufactured home space rental: A space Leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space. See 24 CFR 982.622 to 982.624.

MARKET RENT: The rent HUD authorizes the owner of FHA insured/subsidized multi-family housing to collect from families ineligible for assistance. For unsubsidized units in an FHA-insured multi-family project in which a portion of the total units receive project-based rental assistance, under the Rental Supplement or section 202/Section 8 Programs, the Market Rate Rent is that rent approved by HUD and is the Contract Rent for a Section 8 Certificate holder. For BMIR units, Market Rent varies by whether the project is a rental or cooperative.

MEDICAL EXPENSES: Those total medical expenses, including medical insurance premiums that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance. (A deduction for elderly or disabled families only.)

These allowances are given when calculating adjusted income for medical expenses in excess of 3% of Annual Income.

MERGER DATE: October 1, 1999.

MINIMUM RENT: (1) The PHA must charge a family no less than a minimum monthly rent established by the responsible entity, except as described in paragraph(b) Financial hardship exemption from minimum rent.

MINOR: A member of the family Household (excluding foster children) other than the family head or spouse who is under 18 years of age.

MIXED FAMILY: A family with citizens and eligible immigration status and without citizens and eligible immigration status as defined in 24 CFR 5.504(b)(3)

MONTHLY ADJUSTED INCOME: 1/12 of the Annual Income after Allowances or Adjusted Income.

MONTHLY INCOME: 1/12 OF THE Annual Income.

MUTUAL HOUSING: Included in the definition of COOPERATIVE.

NATIONAL: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

NEAR-ELDERLY FAMILY: A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62, living with one or more live-in aides.

NEGATIVE RENT: Now called Utility Reimbursement. A negative Tenant Rent results in a Utility Reimbursement Payment (URP).

NET FAMILY ASSETS: Value of equity in saving, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.

NET FAMILY CONTRIBUTION: Former name for Tenant Rent.

NON CITIZEN: A person who is neither a citizen nor a national of the United States.

OCCUPANCY STANDARDS: Now referred to as Subsidy Standards] Standards established by a PHA to determine the appropriate number of bedrooms for families of different sizes and compositions.

OCCUPANCY TRAINING: Training that the CHA provides to all newly admitted and existing Participants. The training at a minimum will consist of the following: how to be good neighbor; how to maintain basic housekeeping; and the basics of a Lease agreement.

ONE STRIKE RULE: The March 1996 "One Strike and You're Out" policy for public housing residents and signed into law the "Housing Opportunity Program Extension Act of 1996," providing additional authority to PHAs in the areas of screening, Lease enforcement, and eviction in order to help PHAs fight crime in public housing communities.

OTHER PERSONS UNDER THE RESIDENT'S CONTROL(Visitor): for the purposes of the definition of *covered person* and for 24 CFR Parts 5 and 982 and for this chapter, means that the person, although not staying as a guest (as defined in this chapter) in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the Household who has express or implied CHA 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 having the legal right to Lease or sublease a unit to a Participant.

PARTICIPANT: A family that has been admitted to the CHA's program and is currently assisted in the program. Under the Section Eight Tenant-Based or Project-

Housing Occupancy Plan

APPENDIX W- GLOSSARY

Based programs the family becomes a Participant on the effective date of the first HAP contract executed by the CHA for the family (First day of initial Lease term). Under the Section Nine (Public Housing) program the family becomes a Participant on the effective date of the first Lease executed by the CHA for the family (First day of the Lease term).

PARTICIPANT ASSISTANT: A person who lives in an Independent Group Residence and provides on a daily basis some or all of the necessary services to elderly, handicapped, and disable individuals receiving Section 8 housing assistance and who is essential to these individual care or wellbeing. A Participant Assistant shall not be related by blood, marriage or operation of law to individuals receiving Section 8 assistance nor contribute to a portion of his/her income or resources towards the expenses of these individuals.

PAYMENT STANDARD: The maximum monthly assistance payment for a family assisted in the voucher program (before deducting the total tenant payment by the family).

PERSON WITH DISABILITIES: A person who has a disability as defined in 42 U.S.C 423 or a developmental disability as defined in 42 U.S.C. 6001. Also includes a person who is determined, under HUD regulations, to have a physical or mental impairment that is expected to be of long-continued and indefinite duration, substantially impedes the ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions. For purpose of reasonable accommodation and program accessibility for person with disabilities, means an "individual with handicaps" as defined in 24 CFR 8.3. Definition does not exclude persons who have AIDS or conditions arising from AIDS, but does not include a person whose disability is based solely on drug or alcohol dependence (for low-income housing eligibility purposes).

PHA PLAN: The annual plan and the 5-year plan as adopted by the PHA and approved by HUD in accordance with part 903 of this chapter.

PORTABILITY: Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial PHA.

PREFERNCE: The PHA may adopt a system of local preferences for selection of families admitted to the PHA's public housing program i.e. preference for elderly, disabled, and displaced singles over other singles

PREMISES: The building or complex in which the dwelling unit is located, including common areas and grounds.

PROGRAM: The Section 8 tenant-based assistance program under 24 CFR Part 982.

PROGRAM RECEIPTS: HUD payments to the PHA under the consolidated ACC, and any other amounts received by the PHA in connection with the program.

PUBLIC ASSISTANCE: Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by federal, state or local governments.

PUBLIC HOUSING AGENCY (PHA): PHA includes any state, county, municipality or other governmental entity or public body which is authorized to administer the program (or an agency or instrumentality of such an entity), or any of the following:

A consortia of housing agencies, each of which meets the qualifications in paragraph (1) of this definition, that HUD determines has the capacity and capability to efficiently administer the program (in which case, HUD may enter into a consolidated ACC with any legal entity authorized to act as the legal representative of the consortia members).

A other public or private non-profit entity that was administering a section 8 tenant-based assistance program pursuant to a contract with the contract administrator of such program (HUD or a PHA) on October 21, 1998; or for any area outside the jurisdiction of a PHA that is administering the program effectively, a private non-profit entity or a governmental entity or public body that would otherwise lack jurisdiction to administer the program in such area.

REASONABLE ACCOMODATIONS COMMITTEE: The CHA committee formed for purposes of reviewing and rendering a decision for all reasonable accommodations requests made to the CHA by applicants for assisted housing and for Participant currently assisted by the CHA.

REASONABLE RENT: A rent to owner that is not more than rent charged for comparable units in the private unassisted market, and not more than the rent charged for comparable unassisted units in the premises.

RECEIVING PHA: In portability: A PHA that receives a family selected for participation in the tenant-based program of another PHA. The receiving PHA issues a voucher and provides program assistance to the family.

RECERTIFICATION: Sometimes called recertification. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if there are no additional changes to be reported. There are annual and interim recertifications.

REGULAR TENANCY: In the pre-merger certificate program: A tenancy other than an over-FMR tenancy.

REMAINING MEMBER OF TENANT FAMILY: Person left in assisted housing after other family member have left and become unassisted.

Housing Occupancy Plan

APPENDIX W- GLOSSARY

RENT TO OWNER: The total monthly rent payable to the owner under the Lease for the unit. Rent to owner covers payment for any housing services, maintenance and utilities that the owner is required to provide and pay for.

RENT REFORM: The CHA's attempt, under the MTW Plan, to assist families to become more self-reliant by implementing various rent modifications such as minimum rents, escrowing a portion of rent payments and the use of income averaging.

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

RESIDENCY PREFERENCE AREA: The specified area where families must reside to qualify for a residency preference.

RESIDENT: One who resides in a particular place permanently or for an extended period, where a HUD-assisted project for housing or community development is located.

RESPONSIBLE ENTITY: For the public housing and section 8 tenant-based assistance, project-based certificate assistance and moderate rehabilitation program, the responsible entity means the PHA administering the program under an ACC with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.

SECRETARY: The Secretary of Housing and Urban Development.

SECTION 8: Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).

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

SERIOUS (in reference to violations): A substantial violation or repeated minor violation that adversely affects other tenants, project employees, or the physical or financial security of the project

SERVICE PERSON: A person in the active military or naval service (including the active reserve) of the United States.

SINGLE PERSON: A person living alone or intending to live alone.

SINGLE ROOM OCCUPANCY HOUSING (SRO):

SPECIAL ADMISSION: Admission of an applicant that is not on a CHA waiting list or without considering the applicant's waiting list position.

SPECIAL HOUSING TYPES: See Subpart M of 24 CFR 982, which states the special regulatory requirements for SRO housing, congregate housing, group homes, shared

Charlotte Housing Authority-Housing Occupancy Plan: Approved June 21, 2011

Housing Occupancy Plan

APPENDIX W- GLOSSARY

housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

SPECIFIED WELFARE BENEFIT REDUCTION: Those reductions of welfare benefits (for a covered family) that may not result in a reduction of the family rental contribution. A reduction of welfare benefits because of fraud in connection with the welfare program, or because of welfare sanction due to non-compliance with a welfare agency requirement to participate in an economic self-sufficiency program.

SPORADIC INCOME: Income that is neither reliable or periodic.

SPOUSE: The husband or wife of the head of the Household.

SUBSIDIZED PROJECT: A multi-family housing project (with the exception of a project owned by a cooperative housing Mortgage Corporation or association) which receives the benefit of subsidy in the form of:

Below-market interest rates pursuant to Section 221(d) (3) an (5) or interest reduction payments pursuant to Section 236 of the National Housing Act, or

Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or

Direct loans pursuant to Section 202 of the housing Act of 1959; or

Payments under the Section 23 Housing Assistance Payments program pursuant to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974;

Payments under Section 8 Housing Assistance Payments Program pursuant to Section 8 of the United States Housing Act after amendment by the Housing and Community Development Act unless the project is owned by a Public Housing Agency; A Public Housing Project.

SUBSIDY STANDARDS: Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

SUBSTANDARD UNIT: Substandard housing is defined by HUD for use as a federal preference.

SUSPENSION/TOLLING: Stopping the clock on the term of a family's voucher, for such periods as determined by the CHA, from the time when the family submits a request for CHA approval to Lease a unit, until the time when the CHA approves or denies the request. If the PHA decides to allow extensions or suspensions of the voucher term, the CHA this plan must describe how the CHA determines whether to grant extensions or suspensions, and how the PHA determines the length of any extension or suspension.

TEMPORARILY ABSENT: Defined as away from the unit between thirty (30) and one hundred and eighty (180) days unless otherwise specified in this plan.

TEMPORARY INCOME: Income from any single source that will last no longer than ninety (90) days.

TENANCY ADDENDUM: For the Housing Choices Voucher Program, the Lease language required by HUD in the Lease between the tenant and the owner.

TENANT: The person or persons (other than a live-in aide) who executes the Lease as lessee of the dwelling unit.

TENANT RENT: The amount payable monthly by the family as rent to the unit owner (Section 8 owner or PHA in public housing). For a tenancy in the pre-merger certificate program, tenant rent equals the total tenant payment minus any utility allowance.

TOTAL TENANT PAYMENT (TTP): The total amount the HUD rent formula requires the tenant to pay toward gross rent and utility allowance.

UNIT: Living space for the private use of a family.

UNUSUAL EXPENSES: Prior or the change in the 1982 regulation, this was the term applied to the amounts paid by the family for the care of minors under 13 years of age or for the care of disabled or handicapped family Household Members, but only where such care was necessary to enable a family member to be gainfully employed.

UNIFORM PHYSICAL CONDITION STANDARDS: The Section 9 (Public Housing) housing inspections requirement enforced by HUD for all HUD assisted and insured multifamily and public housing units.

UTILITIES: Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection and sewage service. Telephone service is not included as a utility.

UTILITY ALLOWANCE: If the cost of utilities (except telephone) including range and refrigerator, and other housing services for an assisted unit is not included in the Contract Rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD of a reasonable consumption of such utilities and other services for the unit by an energy conservative Household of modest circumstances consistent with the requirements of a safe, sanitary, and healthy living environment.

UTILITY REIMBURSEMENT: In the voucher program, the portion of the housing assistance payment which exceeds the amount of the rent to owner.

UTILITY REIMBURSEMENT PAYMENT: In the pre-merger certificate program, the amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant payment for the family occupying the unit.

VACANCY LOSS PAYMENTS: (For pre-merger certificate contracts effective prior to 10/2/95) When a family vacates its unit in violation of its Lease, the owner is eligible for 80% of the Contract Rent for a vacancy period of up to one additional month, (beyond the month in which the vacancy occurred) if s/he notifies the PHA as soon as s/he learns of the vacancy, makes an effort to advertise the unit, and does not reject any eligible applicant except for good cause.

VERY LOW INCOME FAMILY: A Lower-Income Family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes. This is the income limit for the pre-merger certificate and voucher programs.

VETERAN: A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released there from under conditions other than dishonorable.

VIOLENT CRIMINAL ACTIVITY: Any illegal criminal activity that has a one of its elements the use, attempted use, or threatened use or physical force against the person or property of another.

VISITOR(S): See other person under the Resident's control

VOUCHER (rental voucher): A document issued by a PHA to a family selected for admission to the voucher program. This document describes the program and the procedures for PHA approval of a unit selected by the family. The voucher also states the obligation of the family under the program.

VOUCHER HOLDER: A family holding a voucher with an unexpired term (search time).

VOUCHER PROGRAM: The Housing Choice Voucher Program.

WAITING LIST: A list of families organized according to HUD regulations and PHA policy who are waiting for subsidy to become available.

WAITING LIST ADMISSION: An admission from the PHA waiting list.

WELFARE ASSISTANCE: Income assistance from Federal or State welfare programs, including assistance provided under TANF and general assistance. Does not include assistance directed solely to meeting housing expenses, nor programs that provide health care, child care or other services for working families. FOR THE FSS PROGRAM (984.103(b)), "welfare assistance" includes only cash maintenance

Housing Occupancy Plan

APPENDIX W- GLOSSARY

payments from Federal or State programs designed to meet a family's ongoing basic needs, but does not include food stamps, emergency rental and utilities assistance, SSI, SSDI, or Social Security.

WELFARE RENT: This concept is used ONLY for pre-merger Certificate tenants who receive welfare assistance on an "AS_PAID" basis. It is not used for the Housing Voucher Program.

If the agency does NOT apply a ratable reduction, this is the maximum a public assistance agency COULD give a family for shelter and utilities, NOT the amount the family is receiving at the time the certification or recertification is being processed.

If the agency applies a ratable reduction, welfare rent is a percentage of the maximum the agency could allow.

WELFARE-TO-WORK (WTW) FAMILIES: Families assisted by a PHA with voucher funding awarded to the PHA under the HUD welfare-to-work voucher program (including any renewal of such WTW funding for the same purpose).

WORK REQUIREMENT: The requirement under the CHA approved MTW Plan where all able bodied adult Household Members assisted by the CHA (public housing, section 8 tenant and project-based programs) must work a minimum number of hours per week unless they are exempt from the requirement.