

HOUSING OCCUPANCY PLAN

FOR THE

HOUSING AUTHORITY OF THE CITY OF CHARLOTTE

NORTH CAROLINA

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CHAPTER 1 – STATEMENT OF POLICIES AND OBJECTIVES

INTRODUCTION

The Housing Choice Voucher (HCV) and Public Housing (PH) 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 Housing Choice Voucher Program, Project-Based Assistance Program and Public Housing Programs, are described in and implemented throughout this plan. The Housing Choice Voucher Program, 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 HCV 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 U. S. 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.

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.

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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 903.17 (b) (1).

C. LOCAL GOALS

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

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

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- 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
- 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 4: 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 5: Promote self-sufficiency and asset development of assisted Households.

Objectives:

- Increase the number and percentage of employed persons in assisted families

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- Provide or attract supportive services to improve assistance recipients' employability
- 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 6: 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 HCV 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., HCV 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 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

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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 903.17(b)(1).

Applicable regulations include:

- 24 CFR Part 5: General Program Requirements
- 24 CFR Part 8: Nondiscrimination based on Handicap
- 24 CFR Part 982: HCV Tenant Based Assistance: Housing Choice Voucher (HCV) Program
- 24 CFR Part 983: Project Based Voucher (PBV) Program
- 24 CFR Part 960: Admissions to, and Occupancy of, Public Housing
- Violence Against Women Act
- Uniform Relocation Assistance and Real Property Acquisition Policies 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 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;

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- (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

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 HCV 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

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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 HCV 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

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

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- 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

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

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 (HCV Only)
- Determination of adjusted income
- HQS Enforcement (HCV Only)
- HQS Quality Control (HCV Only)
- UPCS Inspections (PH Only)
- REAC Inspections (PH Only)

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 (HCV Only)
- Monthly Housing Assistance Payments for all owners (HCV Only)

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- 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:

- 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.

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To reach persons who cannot read the newspapers, the CHA may distribute fact sheets to the broadcasting media, and initiate personal contacts with members of the news media and community service personnel. The CHA may 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 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. HOUSING CHOICE VOUCHER OWNER OUTREACH (HCV 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 HCV 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;

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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 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

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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 give 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.

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.

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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, other organizations, or the community-at-large about this policy shall be made in writing. Comments shall be sent to the attention of the COO or his/her designee 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 made available 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.

INTRODUCTION

This Chapter defines both HUD and the CHA's criteria for admission to the public housing (section 9) and housing choice voucher (HCV) 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.

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

B. FAMILY COMPOSITION

1. Family

- a) A Family with or without children. Such a family is defined as:
 - i. A group of people related by blood, marriage, or adoption who live together in a stable family relationship; or
 - ii. Two or more persons who intend to share residency whose income and resources are available to meet the family's needs and who have a history as a family unit or show evidence of a stable family relationship.
 - iii. Children temporarily absent from the home due to placement in foster care are considered family members.
 - iv. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but not considered family members for determining income limit.
- b) An Elderly family, which is:
 - i. A Family whose head, spouse, or sole member is a person who is at least 62 years of age;
 - ii. Two or more persons who are least 62 years of age living together; or
 - iii. One or more persons who are at least 62 years of age living with one or more live-in aides.
- c) A near-elderly family, which is:
 - i. 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;
 - ii. Two or more persons, who are at least 50 years of age but below the age of 62 living together; or
 - iii. 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
- d) A disabled family, which is:
 - i. A family whose head, spouse, or sole member is a person with disabilities;
 - ii. Two or more persons with disabilities living together; or
 - iii. One or more persons with disabilities living with one or more live-in aides
- e) A displaced family, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has

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been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

- f) A remaining member of a tenant family
- g) A single person who is not an elderly, near elderly, a person with disabilities, displaced or a remaining member of a tenant family.

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:

- (a) inquiring whether an applicant for a dwelling is a current illegal abuser or addict of a controlled substance or has used illegal drugs; and,
- (b) 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.

2. 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.

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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 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 HCV or Public Housing assistance.

3. 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.

4. 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

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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.

5. Fungibility

Under this requirement, at least 75% of all new admissions to both HCV 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 HCV 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.

D. MANDATORY SOCIAL SECURITY NUMBERS

Applicants and all members of the applicant's household must disclose the complete and accurate Social Security number assigned to each household member and the documentation necessary to verify each Social Security Number. If all household members are not eligible for Social Security numbers, refer to Section E.

The CHA will allow the family to retain its place on the waiting list for 30 calendar days pending disclosure and documentation of social security numbers.

For the Housing Choice Voucher Program, If all household members who are eligible for Social Security numbers have not disclosed their Social Security Numbers when they are called in at the next voucher issuance briefing, the CHA will issue a voucher to the next eligible applicant on the waiting list.

For the Public Housing Program, if all household members who are eligible for social security numbers have not disclosed their Social Security numbers the application will not be moved to the eligible offering pool.

E. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS

In order to receive assistance, at least one family member must be a citizen, national, or noncitizen with eligible immigration status in order for the family to qualify for any level of assistance.

All applicant families must be notified of the requirement to submit evidence of their citizenship status when they apply. Where feasible, and in accordance with CHA's Limited English Proficiency Plan, the notice must be in a language that is understood by the individual if the individual is not proficient in English.

1. Declaration (24 CFR 5.508)

HUD requires each family member to declare whether the individual is a citizen, a national, or an eligible noncitizen, except those members who elect not to contend that they have eligible immigration status. Those who elect not to contend their status are considered to be ineligible noncitizens. For citizens, nationals and eligible noncitizens the declaration must be signed personally by the head, spouse, co-head and any other family member 18 or older, and by any parent or guardian for minors. The family must identify in writing any family members who elect not to contend their immigration status (see ineligible noncitizens below). No declaration is required for live-in aides, foster children or foster adults.

2. U.S. Citizens and Nationals

Citizens and nationals are required to submit only a signed declaration that claims their status. However, HUD regulations permit the CHA to request additional documentation of their status such as a passport.

CHA Policy: Family members who declare citizenship or national status will be required to provide documentation for verification purposes.

3. Eligible Noncitizens

In addition to providing a signed declaration, those declaring eligible noncitizen status must sign a verification consent form and cooperate with CHA's efforts to verify their immigration status. The documentation required

for establishing eligible noncitizen status varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, the person’s age and the date on which the family began receiving federal assistance.

Lawful residents of the Marshall Islands, the Federated States of Micronesia, and Palau, together known as the Freely Associated States, or FAS, are eligible for housing assistance under section 141 of the Compacts of Free Association between the U.S. Government and the Governments of the FAS [Public Law 106-504].

4. Ineligible Noncitizens

Those noncitizens who do not wish to contend their immigration status are required to have their names listed on a non-contending family members listing, signed by the head, spouse or co-head (regardless of citizenship status). The CHA is not required to verify a family member’s ineligible status and is not required to report and individual’s unlawful presence in the U.S. to the United States Citizenship and Immigration Services (USCIS).

Providing housing assistance to noncitizen students is prohibited [24 CFR 5.522]. This prohibition extends to the noncitizen spouse of a noncitizen student as well as at minor children who accompany or follow to join the noncitizen student. Such prohibition does not extend to the citizen spouse of a noncitizen student or to the children of the citizen spouse and noncitizen student. Such a family is eligible for prorated assistance as a mixed family.

- **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.**
No individual or family may be assisted prior to the affirmative establishment by CHA that the individual or at least one family member is eligible. Verification of eligibility for this purpose occurs when the individual or family members have submitted documentation to the CHA in accordance with program requirements [24 CFR 5.512(a)].
- **Appeals.** For this eligibility requirement only, the applicant is entitled to a hearing exactly like those provided for Participants. (see Chapter 22 – Review or Termination of Assistance)

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F. OTHER CRITERIA FOR ADMISSIONS (Public Housing Only)

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 CFR § 5.855(a) 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:

1. The criminal activity of all members of the Household age 16 and older where minor may have been charged as an adult; (24 CFR § 5.855(a));
2. 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 (24 CFR. § 960.203 (a)(2));
3. The arrest and conviction record regarding the illegal sale, manufacture, distribution, and possession with intent to sell and deliver controlled substances (24 CFR. § 960.203 (a)(3));
4. 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 CFR. § 960.203 (c)(2)); and
5. The PHA may require an applicant to exclude a household member in order to be admitted to the housing program where that household member has participated in or been culpable for actions described in 24 CFR § 960.204 that warrants denial.

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, Community Based Rental Assistance 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.
- The family has failed to attend a voucher briefing session or a preliminary interview without “good cause” after CHA has scheduled (2) appointments.

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- 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 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. OTHER CRITERIA FOR ADMISSIONS (HCV ONLY)

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 24 CFR part 5, subparts B and F.

The CHA may deny assistance for an applicant or terminate assistance for a participant under the programs because of the family’s action or failure to act.

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 CFR 5.855(a) within the past seven (7) years.

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

- The criminal activity of all members of the Household age 16 and older where minors may have been charged as an adult; [24 CFR 5.855]
- 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 (24 CFR. § 960.203 (a)(2));
- The arrest and conviction record regarding the illegal sale, manufacture, distribution and possession with intent to sell and deliver controlled substances (24 CFR. § 960.203 (a)(3)).

H. HOUSING CHOICE VOUCHER TENANT SCREENING (HCV Only)

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

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.

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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 include a statement of CHA policies and procedures regarding the information that we will provide to landlords in our information packets.

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.

I. 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 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(a).

J. 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.

K. 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.

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- 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.

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. The CHA must include HUD form 92006, Supplement to Application for Federally Assisted Housing, as part of its application for assistance completed by the family.

A. OVERVIEW OF THE APPLICATION TAKING PROCESS

The CHA uses a two-step application process due to the lengthy wait from the time an applicant applies for assistance and the time an applicant is selected from the waiting list.

Under the two-step process, the CHA will initially require applicants to provide only the information needed to determine placement on the waiting list. The application will contain questions designed to obtain pertinent information necessary to establish eligibility and level of assistance when the applicant is selected from the waiting list.

Applications will only be accepted when the waiting list is open. After the CHA announces the opening of the waiting list, families may apply for assistance. Applicants may obtain application forms from the CHA website and other locations announced by the CHA when it opens the waiting list.

For Housing Choice Voucher applicants, preliminary applications must be returned through the CHA website or any other site announced in the opening of the waiting list. For Public Housing applicants, preliminary applications must be returned to the site in which the applicant wishes to apply. Incomplete applications will not be accepted by the CHA but will be returned to the applicant with a request for the required information. In the event the CHA returns the incomplete application, the receipt date and time for placement on the waiting list will be the date and time the CHA receives the completed application.

Except for applications classified as ineligible or withdrawn, each completed application together with all other materials relating to the family's eligibility, priority, preference ratings, etc., will be maintained in an active file.

Ineligible families will not be placed on the waiting list.

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Duplicate applications will not be accepted. If a duplicate application is submitted, the original application date and time will be used. Applications submitted online will be automatically date and time stamped. Once accepted by CHA staff, the preliminary application will be maintained based on the CHA preferences listed in this plan and according to date and time of application.

B. ORGANIZATION OF THE WAITING LIST [24 CFR 982.204 AND 982.205]

The PHA must maintain information that permits the PHA to select participants from the waiting list in accordance with the PHA admission policies.

The waiting list must contain the following information for each applicant listed:

- Applicant Name
- Family unit size (number of bedrooms for which family qualifies under subsidy standards)
- Date and time of application
- Qualification for any local preference
- Racial or ethnic designation of the Head of Household
- Annual (Gross) family income

PUBLIC HOUSING ONLY

A lottery may be used for public housing applicants for property that has been acquired and to avoid displacement due to this acquisition.

C. ACCESSABILITY OF THE APPLICATION PROCESS

1. Elderly and Disabled Populations [24 CFR 8 Subpart C, HCV GB, pp 4-11-4-13]

The CHA will take a variety of steps to ensure that the application process is accessible to those people who might have difficulty complying with the normal, standard CHA application process. This could include people with disabilities, certain elderly individuals, as well as persons with Limited English Proficiency (LEP). The CHA must provide reasonable accommodations to the needs of individuals with disabilities. The application taking facility and the application process must be fully accessible, or CHA must provide an alternate approach that provides full access to the application process (see Appendix T: Reasonable Accommodation Policy).

CHA Policy

The CHA will require that a professional competent third party provide a written assessment that the applicant qualifies as a person with a disability and specific

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accommodations due to their disability is required for them to have equal access to the program. Applicants with disabilities may request an alternate accommodation that will meet the need of the person if the nature of their disability is such that they cannot reasonably be expected to come to the CHA office.

2. Limited English Proficiency

The CHA is required to take reasonable steps to ensure meaningful access to the programs and activities by persons with Limited English Proficiency (EO 13166). Chapter 1 provides a full discussion on CHA's policies related to ensuring access to people with limited English proficiency (LEP).

CHA Policy

An advocate, interpreter or other assistant may assist the family with the application and interview process.

Interviews will be conducted in English. For Limited English Proficient (LEP) applicants, CHA will provide translation services in accordance with CHA's LEP plan.

D. PLACEMENT ON THE WAITING LIST

Placement of the waiting list will be based on preferences and time and date of application. Placement on the waiting list does not indicate that the applicant is eligible for admission. A final determination of eligibility will be made when the applicant is selected for interview from the waiting list. It is CHA's policy to admit into its housing programs only qualified applicants.

No applicant has the right or entitlement to be listed on the waiting list, or to any particular position on the waiting list [24 CFR 982.202(c)].

1. Ineligible for Placement on the Waiting List

CHA Policy

If the CHA can determine from the information provided that a family is ineligible, the family will not be placed on the waiting list. Where a family is determined to be ineligible, CHA will send written notification of the ineligibility determination within 10 calendar days of receiving a complete application. The notice will specify the reasons for ineligibility and will inform the family of its right to request an informal review and explain the process for doing so.

2. Housing Choice Voucher Program Only

CHA Policy

The CHA will maintain a single waiting list for the tenant based HCV Program.

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

a) Family Unification Program (HCV Program Only)

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

b) Veterans Administration Supportive Housing (HCV Program Only)

The CHA has been awarded 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.

c) Non-Elderly Disabled (HCV Program Only)

The CHA has been awarded vouchers to assist non-elderly disabled persons or families with disabilities to remain housed in the community.

E. OPENING/CLOSING OF APPLICATION TAKING [24 CFR 982.206]

When the PHA opens a waiting list, the PHA must give public notice that families may apply for tenant-based assistance. The public notice must state where and when to apply.

CHA Policy

When the CHA opens the waiting list, it will give public notice by publishing the relevant information in suitable media outlets including but not limited to:

- Local Newspapers of general circulation
- Minority Media
- CHA's website at www.cha-nc.org.
- Other service organizations

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.
- A statement that public housing Participants must submit a separate application if they want to apply for the Housing Choice Voucher Program (HCV).
- Limitations, if any, on who may apply.

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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" chapters of this plan.

F. 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 family members 18 years of age and older 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) calendar 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.

A 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.

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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")

G. CLOSING THE WAITING LIST

CHA is permitted to close the waiting if it determines that the existing waiting list contains an adequate pool for use of available program funding.

CHA Policy

The CHA closes the waiting list when it is anticipated that there are sufficient waiting list applicants that can be served within a time period determined by the CHA.

The CHA may keep the list open for certain categories of families that meet particular preferences. If there are insufficient families on the waiting list eligible to make use of special admissions, targeted funding, project-based voucher and demonstration programs established by the CHA, the CHA may accept applications limited to eligible families to ensure the appropriate use of these vouchers.

H. REOPENING THE WAITING LIST

If the waiting list has been closed, it will not be reopened until the PHA publishes a notice in local newspapers of general circulation, minority media and other suitable media outlets. The notice must comply with HUD fair housing requirements and must specify who may apply and where and when applications will be received.

CHA Policy

The CHA will announce the reopening of the waiting list at least 10 calendar days prior to the date applications will first be accepted. If the list is only being reopened for certain categories of applicants, this information will be contained in the notice.

The CHA will give public notice by publishing the relevant information in suitable media outlets, including electronic media to provide public announcement to the diverse Charlotte community.

I. FAMILY OUTREACH [HCV GB pgs 4-2 to 4-4]

The PHA must conduct outreach as necessary to ensure that it has a sufficient number of applicants on the waiting list to use the resources it has been allocated.

Because HUD requires the PHA to serve a specified percentage of very low income families, the PHA may need to conduct special outreach to ensure that an adequate number of such families apply for assistance. [HCV GB p 4-19 to 4-21].

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The PHA outreach efforts must comply with fair housing requirements, this includes:

- Analyzing the housing market area and the populations currently being served to identify underserved populations
- Ensuring that outreach efforts are targeted to media outlets that reach eligible populations that are underrepresented in the program
- Avoiding outreach efforts that prefer or exclude people who are members of a protected class

The PHA outreach efforts must be designed to inform qualified families about the availability of assistance under the program. These efforts may include as needed any of the following activities:

- Submitting press releases to local newspapers, including minority newspapers
- Developing informational materials and flyers to distribute to other agencies
- Providing application forms to other public and private agencies that serve the low income population
- Developing partnerships with other organizations that serve similar populations, including agencies that provide services for persons with disabilities

CHA Policy

The CHA will monitor the characteristics of the population being served and the characteristics of the population as a whole in the CHA's jurisdiction. Targeted outreach efforts will be undertaken if a comparison suggests that certain populations are being underserved.

J. REPORTING CHANGES IN FAMILY CIRCUMSTANCES

CHA Policy

While the family is on the waiting list, the family must immediately inform CHA of changes in contact information including current residence, mailing address, and phone number. This information must be submitted in writing.

K. UPDATING THE WAITING LIST [24 CFR 982.204]

HUD requires the PHA to establish policies to use when removing applicant names from the waiting list.

L. PURGING THE WAITING LIST

The decision to withdraw an applicant family that includes a person with disabilities from the waiting list is subject to reasonable accommodations. If the applicant did not respond to a PHA request for information or updates because of the family member's disability, the PHA must reinstate the applicant family to their former position on the waiting list [24 CFR 982.204(c)(2)].

CHA Policy

The waiting list will be updated at least annually to ensure that all applicant information is current.

If an applicant fails to respond to the request by the deadline indicated in the updated letter, request for confirmation and continued interest, they will be removed from the waiting list.

To update the waiting list, CHA will send an update request via first class mail to each family on the waiting list to determine the applicant's continued interest and to ensure that the waiting list information is current and accurate. The mailing will ask for written confirmation of continued interest by returning the attached update form by a deadline date. The update request will provide a deadline by which the family must respond and will state that failure to respond within the specified timeframe will result in the applicant's name being removed from the waiting list.

All updates received prior to the deadline date will be randomly opened and stamped with the date and time of receipt.

If the notice is returned by the post office with no forwarding address, the applicant will be removed from the waiting list without further notice and the envelope and letter will be maintained in the applicant's file.

If the notice is returned by the post office with a forwarding address, the applicants will be removed from the waiting list without further notice and the envelope and letter will be maintained in the applicant's file.

If a family is removed from the waiting list for failure to respond and or mail return, the applicant's information will be retained stating why they were removed from the waiting list.

Disabled applicants may request a reasonable accommodation if they were unable to respond due to their disability.

Notices will be made available in accessible format upon the request of a person with a disability. An extension to reply to the purge notification will be considered as an accommodation if requested by a person with a disability.

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If an applicant is removed from the waiting list for failure to respond, they will not be entitled to be reinstated unless a person with a disability requests a reasonable accommodation for being unable to reply within the required period and verification of such is provided to the CHA.

CHA Policy

If at any time an applicant is on the waiting list and the CHA determines that the family is not eligible for assistance, the family will be removed from the waiting list.

If an applicant is removed from the waiting list because the CHA has determined the family is not eligible for assistance, a written notice will be sent to the family's address of record. The notice will state the reasons the applicant was removed from the waiting list and will inform the applicant how to request an informal review regarding the CHA's decision and the timeframe in which the request for an informal review must be received [24 CFR 982.201(f)].

M. WAITLIST MANAGEMENT (HOUSING CHOICE VOUCHER PROGRAM ONLY):

1. Selection for HCV Assistance

As vouchers become available, families on the waiting list must be selected for assistance in accordance with the policies described in this section.

The order in which families receive assistance from the waiting list depends on the selection method chosen by the PHA and is impacted in part by any selection preferences for which the family qualifies. The source of HCV funding also may affect the order in which families are selected from the waiting list.

The CHA must maintain a clear record of all information required to verify that the family is selected from the waiting list according to our selection policies [24 CFR 982.204(b) and 982.207(e)].

2. Selection and HCV Funding Sources

a) Special Admissions [24 CFR 982.203]

HUD may award funding for specifically-named families living in specified types of units (e.g., a family that is displaced by demolition of public housing; a family affected by an owner's decision to opt-out of a project based HCV contract and families affected by an owner's decision to prepay a HUD insured mortgage). In these cases, the PHA may admit families that are not on the waiting list, or without considering the family's position on the waiting list. The PHA must maintain records showing that such families were admitted with special program funding.

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CHA Policy

In the following cases, the CHA may add or move the family to the top of the waiting list in order to select in accordance with Special Admissions requirements:

- Families that are displaced from a public housing community in which they are living will receive a voucher to allow the family to relocate. In this transition, a family can only add family members by birth, adoption, DSS placement and court order. The voucher size (i.e., number of bedrooms) is based on the number of family members identified on the assisted lease for the affected community.
- Families affected by an owner's decision to opt-out of a project based HCV contract will receive a voucher to allow the family to relocate to an affordable unit (some project-based participants may not qualify for a voucher as this option may have been stricken from the HAP. The voucher size (i.e., number of bedrooms) is based on the number of family members identified on the assisted lease for the affected community.
- Families displaced by government action or by a formally declared natural disaster by the President of the United States of America in accordance with Federal law. Families may receive a voucher without being placed on the waiting list.

The CHA will use separate waiting lists for admission to project based units. Applicants will be selected from the waiting list however, the CHA will place families referred by owners of the project based sites on its project based waiting list.

b) Targeted Funding [24 CFR 982.204(e)]

HUD may award PHA funding for a specified category of families on the waiting list. The PHA must use this funding only to assist the families within the specified category.

CHA Policy

The CHA administers the following types of targeted funding:

- Veterans Affairs Supportive Housing (VASH) program - This special allocation of vouchers is not subject to selection from the CHA waiting list and selections for participation are based on referrals to the CHA by the participating Veteran Affairs Medical Center.
- Family Unification Program - Families eligible for participation are based on referrals to the CHA by Mecklenburg County Department of Social Services.
- Non-Elderly Disabled – the CHA will make these vouchers available to non-elderly disabled families (families that do not meet the definition of an

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elderly family, whose head, spouse or sole member is a person with disabilities).

- Other programs designated under any new HUD awarded funding

The CHA will administer such programs in accordance with the HUD requirements.

The CHA will use the funds (including any renewal of such funds and new allocations of funds) that are provided by HUD only for the specific purposes identified above. In addition, when any targeted vouchers are returned by families, the CHA will only use that voucher for the same purpose.

c) Regular HCV Funding

Regular HCV funding may be used to assist any eligible family on the waiting list. Families are selected from the waiting list according to the policies found in this Chapter.

CHA Policy

CHA will use its regular HCV funding to assist eligible families on its waiting list. However, in partnership with local agencies, the CHA may set aside a small number of its regular vouchers for special demonstration programs that meet Mecklenburg County's housing needs, provide supportive services and are consistent with the MTW demonstration program goals. CHA shall not be the sole source of financing for these special demonstration programs.

Under the MTW Program, CHA will administer a set-aside number of tenant-based vouchers for use in a demonstration program to expand affordable housing choices within identified areas in Mecklenburg County. In order to access housing in these areas, CHA may approve exceptions to payment standards on a unit-by-unit basis up to 200 percent of HUD published FMRs for Mecklenburg County. CHA will cap the rent to owners based on the comparable rents for similar unassisted units in the area.

CHA will select families for participation based on the following factors:

- Families must select housing in identified de-concentrated areas
- Families selected for this demonstration must complete mobility counseling

d) Selection Method

PHA must describe the method for selecting applicant families from the waiting list, including the system of admission preferences that the PHA will use [24 CFR 982.202(d)].

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e) Income Targeting Requirement [24 CFR 982.201(b)(2)]

Under the MTW program, HUD requires that no less than 75% of the families admitted to a PHA's tenant-based voucher program during the PHA's fiscal year shall be extremely low income families.

Low income families admitted to the program that are "continuously assisted" under the 1937 Housing Act [24 CFR 982.4(b)], as well as low-income or moderate income families admitted to the program that are displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing, are not counted for income targeting purposes [24 CFR 982.201(b)(2)(v)].

CHA Policy

The CHA will monitor progress in meeting the extremely low income requirement throughout the fiscal year. The CHA will monitor the families admitted to the HCV program based on the number of families that entered into a lease within the CHA's fiscal year. Extremely low-income families will be selected ahead of other eligible families on an as-needed basis to ensure the income targeting requirement is met.

N. PH 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.

O. 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 R.
2. Date and time of application

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 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.

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P. 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 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.

Q. ORDER OF SELECTION

The PHA system of preferences may select families either according to the date and time of application or by a random selection process [24 CFR 982.207(c)]. For the Housing Choice Voucher Program, when selecting families from the waiting list the PHA is required to use targeted funding to assist only those families who meet the specified criteria, and the PHA is not permitted to skip down the waiting list to a family that it can afford to subsidize when there are not sufficient funds to subsidize the family at the top of the waiting list [24 CFR 982.204(d)(2)]. The method for selecting applicants from a preference category must leave a clear audit trail that can be used to verify that each applicant has been selected in accordance with the method specified in the administrative plan [24 CFR 982.207(e)].

R. WAITING LIST PREFERENCES

An applicant will not be granted any local preference if any member of the family has been evicted from 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.

S. LOCAL PREFERENCES FOR APPLICANTS

The CHA uses a local preference system for external applicants. Applicants can only claim a single preference, so the highest preference will be used. Head of Household, Co-Head of Household or Spouse can qualify for the preferences shown below unless otherwise indicated:

- 1 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).
2. Disabled (any family member)
3. Elderly
4. Near Elderly
5. Domestic Violence Victim
6. Family
7. Single

Families that qualify for preferences will be selected within each preference category in order of the date and time of the family’s application for assistance.

Families that do not qualify for any of the preferences will be selected from the waiting list after all qualified preference families have been provided assistance. The non-preference eligible families will be selected in numerical order based on the date and time the applicants were placed on the waiting list.

Families that qualify for a specified category of program funding (targeted funding or special CHA demonstrations) may be selected from the waiting list ahead of higher placed families that do not qualify for the targeted or demonstration funding. However, within any targeted or demonstration funding category, applicants will be selected in numerical order based on the date and time of their application.

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 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

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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)

T. 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.

U. 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.

V. NOTIFICATION OF INELIGIBILITY

If an Applicant Family is determined to be ineligible, the CHA shall mail to the applicant a notification of ineligibility.(See Chapter 21 PH Denial or Termination of Assistance or Chapter 22 HCV Denial or Contract Terminations)

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

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 an adult and his/her domestic partner and children under age five [5]).

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- A separate bedroom may be allocated to the Head of Household and his/her domestic partner.
- A separate bedroom may be allocated for minor children with an age difference of eight (8) years or more.
- Live-in Aides will generally be provided a separate bedroom. No additional bedrooms are provided for the aide's family (family members of the live-in aide 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.

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, DSS placement, 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.

1. 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.

2. 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.

3. 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, DSS placement 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, DSS placement or court-awarded custody prior to the family member being added to the Household.

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.

4. 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.

5. 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.
- 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. 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 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.

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- 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.

D. HOUSING CHOICE VOUCHER 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 HCV 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 HCV 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 HCV 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.

E. HQS GUIDELINES FOR UNIT SIZE SELECTION

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

F. PUBLIC HOUSING UNIT OFFERS

1. 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.
2. 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:
 - i. 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

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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.]

- ii. **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.
- iii. **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.
- iv. **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, the

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applicant is unable to move at the time of the offer, or unable to move without undue hardship (as determined by the Director of Housing or designee), 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; lead based paint in the unit offered; obligations under a Lease with an unexpired term of more than two (2) months, etc.

3. **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.

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CHAPTER 5- 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.

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.

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- *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 HCV 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
- 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 HCV), during or within six (6) months after receiving assistance, benefits or services under

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

1. 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.

2. 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.

3. 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.

4. 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.

5. 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

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- 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.

6. 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 2012. 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 Hardship 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:

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- (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;
- (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.

G. 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.

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H. 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.

I. 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.

J. 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.

K. 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.

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L. 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

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.

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M. 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.

N. 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.

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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.

O. 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, DSS placement 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.

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, DSS placement or court awarded custody.

P. 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.

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The CHA will conduct an interim evaluation for changes which affect the Total Tenant Payment in accordance with the interim policy (See Chapter 14 Recertifications)

Q. 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.

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.

R. 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:

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

\$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.

S. 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 by the CHA work requirement in policy (See Appendix O: Work Requirement Policy).

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.

T. 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.

U. 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 Chapter 7 Verification Procedures)

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

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V. 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.

W. 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:

- **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.

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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.

X. 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.

Y. 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.

Z. 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:

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- **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.

AA. 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.

BB. 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.

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.

CC. 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

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- 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.

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.

DD. HOUSING CHOICE VOUCHER 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

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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.

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.

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 CFR § Part 5 subparts B and E.; 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.

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.

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CHAPTER 6 – VERIFICATION PROCEDURES

Hierarchy Levels:

- a. Up-Front income Verification (UIV) using HUD’s Enterprise Income Verification (EIV)
CONSIDERED THE HIGHEST LEVEL OF VERIFICATION (mandatory)
- b. Up-Front income Verification (UIV) using non-HUD system
CONSIDERED THE HIGHEST LEVEL OF VERIFICATION (optional)
- c. Third-party written
CONSIDERED A HIGH LEVEL OF VERIFICATION
- d. Third-party oral
CONSIDERED A MEDIUM LEVEL OF VERIFICATION
- e. Document Review
CONSIDERED A MEDIUM – LOW LEVEL OF VERIFICATION
- f. 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.

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;

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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 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.

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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 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

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CHAPTER 6 – VERIFICATION PROCEDURES

- 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.

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 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

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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.

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, deductions or reasonable accommodation.
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.

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.
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.
- 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:

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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.

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.

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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.
- 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).

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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, 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 when the total value of household assets exceeds \$5000, (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.

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

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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.

Child Care Expenses

Written verification from the person who receives the payments or a third party agency 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.

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.

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- 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.

Aide Care:

- Aide's written certification of amount received from the family, frequency of receipt, and hours of care provided.
- Certification of family and aide 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

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

- A Certificate of birth
- B Adoption papers
- C Custody agreement
- D 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

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- Proof of Birth
- 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:

- 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

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specialist, or licensed social worker, using the HUD language as the verification format.

Medical Need for Larger Unit

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

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 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.

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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 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.

- Alien Registration Receipt Card (I-551)
- 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.

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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

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

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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.

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.

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 § 960.204(c) and 24 CFR 5 subpart J)

Release of Verified Information to Law Enforcement. 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:

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- (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;
 - (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.

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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 Resident and Resident's Family. It is consistent with the state and local laws governing resident-landlord relations as well as the requirements of HUD regulations. It governs the relationship between the CHA and its Residents 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.

The Dwelling Lease governs such aspects of Resident-CHA relations as to who is permitted to live in the Unit Leased by Resident; 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 Resident and the Resident's obligations to the CHA and the Resident's neighbors.

The Lease also prescribes the procedures for the transfer of the Resident 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 Resident 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 unit in any development managed by the CHA whose name does not appear on the Lease. The Lease shall be implemented for each Resident as follows:

- (1) At admission for new Residents;
- (2) At the next regularly scheduled annual recertification of income for present Residents;

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- (3) Immediately for any Resident 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 Resident moving from one unit in a development to any other unit in a development; and,
- (5) At a specially called meeting of Resident 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) Resident's right to use and occupancy;
- (7) The CHA's obligations;
- (8) Obligations of the Resident and Members of Resident's Household;
- (9) Entry of premises during residency;
- (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) 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;

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- (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, 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 Residents by the CHA are permitted to stay in the Resident'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 Resident, even for short periods of time.

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 Resident of the CHA's determination of his/her non-compliance; that the Resident may be entitled to a grievance hearing with respect to that determination; If the Lease is ended by the CHA, the CHA must follow the procedures set forth in the Dwelling Lease and Chapter 21 of this document.

E. AMOUNT AND DUE DATE OF RENT

In order to maintain a valid Lease, the Resident 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 Resident 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. The Notice will also include the resident's option to request a Hardship.

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G. PAST DUE RENT AND OTHER CHARGES

If the Resident fails to pay rent and other charges by the fifth (5th) calendar day of the month, CHA shall issue the Resident a 14-Day Notice of Proposed Lease Termination for Non-Payment of Rent. The 14-Day Notice will also contain notice that the Resident has been assessed a Late Charge of \$15.00 and that this amount is due the first day of the following month. The Resident 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 Resident owes; no payments will be applied to the Resident'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 Resident'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 Resident's apartment and for a judgment for all amounts owed to it by the Resident. If the Resident 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 Resident's apartment for any reason, the manager will post the actual court costs to the Resident's account. These charges are due, along with any past due rent, late fees and sundry charges, unless the court decides in the Resident's favor. If the court decides in the Resident's favor, the CHA will reinstate the Resident's Lease and will credit the Resident's account for the costs of court.

If the CHA prevails in any court hearing regarding possession of a Resident's unit for the non-payment of rent or sundry charges, the Resident may be required to move. The Resident 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.

H. SECURITY DEPOSITS

Residents 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 greater of one month's rent or a fixed amount of \$150.00.

The security deposit is held by the CHA for the Resident as insurance against unforeseen damages or charges when the Resident leaves public housing. It can

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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 Resident as a payment source for rent for the last month the Resident 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 Resident at his or her last known address within thirty (30) days after the apartment is vacated. If the envelope containing the balance of the Resident'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 Resident, the CHA shall mail to the Resident an itemized bill setting forth the charges in excess of the amount of Resident's security deposit, and those charges shall be immediately due and payable to the CHA by the Resident.

I. UTILITIES

The CHA supplies reasonable amounts of electricity, gas and water at no charge to the Residents of most of its developments, and at those developments where Residents pay their own utilities, the CHA makes an equivalent adjustment in rent charged to Residents. 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 Residents. These utility allowances are considered part of the Lease and the CHA's commitment to supply basic utilities and services to its Residents.

Residents are expected to conserve utilities at all times. To accomplish this, Residents 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 generally conserve energy. As part of this conservation effort, in those units where the CHA furnishes appliances, the Resident agrees to use those appliances and to not remove or replace them or use other appliances in their places. In addition, the Resident agrees that the Resident and his or her family members and guests will not alter or tamper with energy conservation measures installed by the CHA. Residents 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.

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If the Resident utilizes more utilities than set forth in the schedule of average utility consumption, the Resident will be charged for any utility consumption in excess of the amount allotted for units of similar size and construction. The Resident 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. RESIDENT'S RIGHT TO USE AND OCCUPANCY

As long as the Lease is in effect, the Resident shall have the right to the use and possession of the unit with certain limitations. The lease shall provide that tenant shall have the right to exclusive use and occupancy of the leased unit by the members of the household authorized to reside in the unit in accordance with the lease, including reasonable accommodation of their guests. The primary limitation is that the Resident has the right to use the unit only as a place of residence and only for the persons listed on the Lease. Neither the Resident nor any member of Resident's Household is allowed to sublease or transfer total possession of the unit to any other person. Further no Resident 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.

These restrictions should not be interpreted as discouraging Residents to engage in legal profit making activities in their dwellings. Residents 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 Residents to the quiet enjoyment of their apartment units or with the CHA's operation of the community. The Resident 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.

K. ADDING PEOPLE TO THE LEASE

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

- (a) a child born to or adopted by a person already on the Lease; or
- (b) a domestic partner of a member of the Household; or,

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(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 (including a child placed in a home by DSS).

(d) approved exceptions (listed in Chapter 5, Section B)

Except in the case of a baby born to member of the Household, the Resident 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 Resident must present supporting legal documents showing guardianship, DSS placement, 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.

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

A guest is someone who is not listed on the Lease and who does not use the Resident'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 Resident'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 Resident'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.

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A “person who is under the Resident’s control” is a person who is on the Housing CHA’s premises at the invitation of the Resident or invitation of a household member. 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.

M. THE CHA'S OBLIGATIONS

The obligations of the Authority pursuant to the Lease shall include the following:

1. To maintain the Unit and the Development in a decent, safe and sanitary condition.
2. To comply with requirements of applicable building codes, housing codes and HUD regulations materially affecting health and safety.
3. To make necessary repairs, alterations and improvements to the Unit necessitated by normal wear and tear within a reasonable time. Damages or defects that cause hazards to life, health or safety will be handled in accordance with the HOP.
4. To keep community buildings, facilities and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition.
5. To maintain in good and safe working order and condition: electrical, plumbing, sanitary, heating, ventilation, air-conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by the Authority. If maintenance or repairs are necessary by reason of damages intentionally or negligently caused by the Resident, the Household, guests and/or other persons under the Resident’s control, the reasonable cost of such maintenance or repairs shall be charged to the Resident.
6. 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.
7. To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage), , 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.
8. To notify the Resident:
 - a) Of specific grounds for any proposed adverse action by the Authority; and
 - b) When the Authority will afford the Resident an opportunity for a hearing under the grievance procedure.
9. To provide Resident, at Resident’s request, the opportunity to examine documents,

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records and regulations which are in the possession of the Authority that 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 directly 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. In the event that the unit is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the Resident and the Household, as determined by the Authority, the Authority shall repair the unit within a reasonable time or offer standard alternative accommodations, if available, to the Resident. The Resident shall pay reasonable charges for the repair of damages intentionally or negligently caused by the Resident, the Household, guests and/or other persons under the Resident's control. Rent abatement shall be offered to the Resident in proportion to the seriousness of the damage and loss in value as a dwelling unit if repairs are not made or accommodations not offered in compliance with HUD Regulations. There shall be no abatement of rent when the resident rejects alternate accommodations or if the Resident, the Household, guest and/or visitor caused the damage.
12. The Authority, by prior written approval, may consent to live-in aides 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 the primary use of the Unit as a residence by members of the Household. In the event that the Authority consents to a live-in-aide occupying the Unit, those live-in aides 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. In addition, the live-in aide will sign a live-in aide agreement.

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

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N. OBLIGATIONS OF RESIDENT, MEMBERS OF RESIDENTS HOUSEHOLD, GUESTS, AND OTHER PERSONS UNDER THE CONTROL OF THE RESIDENT

Every Resident of CHA, whether head of Household or a member of the Resident's family, is obligated by the Lease to undertake actions to insure that the 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 Resident" and include:

1. To read and understand the terms of the Lease before signing. If and when the Resident realizes that he/she cannot comply with the requirements of this Lease, Resident shall promptly notify Management and vacate the premises immediately.
2. The assigned unit must be the only place of residence of the Resident 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 Resident 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.
3. The Resident and all members of the Resident'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.
4. To act and cause household members, guests, and others persons under the resident's control to 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.
5. Residents, 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

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the repair of Residents 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)

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

6. The Resident and all members of Resident'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 Resident 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.

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-Residents. 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 J and are posted in each development. They apply equally to Residents and Guests.

7. While the CHA recognizes the desire of Residents to personalize their apartment, Residents are prohibited from significantly altering the appearance of the dwelling unit or affixing what may be regarded as permanent or semi-permanent fixtures. Residents 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. Residents should avoid using tape or any fastener or hanger which must be glued or pasted to the wall, ceiling, or floor.⁶ The Resident 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 Resident, as the Lessee, and all Household Members

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on the Lease are required to conduct themselves in a manner which will not disturb the other Residents 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 Residents.

Residents 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.

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

8. To use only as intended all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appurtenances, including elevators.
9. Residents 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. Residents may only use paints and wall coverings which are authorized by the CHA.
10. The CHA may require the Resident to remove any alteration and restore the apartment to its original condition at the Resident's own expense. However, the CHA reserves the right to contract for the repairs itself and to charge the Resident for the cost of removing any fixture or alteration in repairing the Unit. The CHA may also terminate the Lease. If a Resident 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 Resident leaves.
11. Residents 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 Resident 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

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reported immediately by calling the Emergency Maintenance number. Reporting requirements extend to the external area (porches, walks, shrubbery, and landscaping) leased by the Resident, 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.

Residents, Household Members, Guests, or other persons under the control of the Resident 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 Resident or community. Residents may also be expected to move any furniture and other items blocking access to the areas that need to be repaired.

As part of the CHA's commitment to maintain the Units and Development in a safe, decent and sanitary condition, Residents, 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 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 Resident except when the Resident'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 Resident has created filthy conditions or conditions conducive to the breeding of pests, thus necessitating treatment. In such cases, the CHA shall charge the Resident a fee equivalent to that charged on the private market which is posted in the Management Office of the site.

12. Residents are expected to not allow known banned person(s) in or around the premises.
13. The Lease requires the *Resident and Household Members* 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*

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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 Resident Family as afforded to the CHA through HUD's one strike policy.

The activities of a *Resident or a member of Resident'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 Resident's Obligation section of the Lease. These policies are defined by Section 5101 of the Anti-Drug Abuse Act of 1988, which amended section 6(1) of the United States Housing Act of 1937, as subsequently amended, to include the following language:

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 shall be cause for termination of tenancy.

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 Resident or Household Member 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 Residents in the community and upon the CHA. Such illegal activities or other criminal activities which threaten the well being and safety of staff or Residents and are grounds for terminating the Lease. (24 C.F.R. § 966.4)

14. To assure that while on the premises, guests and all other persons under the Resident's control not engage in drug-related criminal activity, or criminal activity

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that threatens the health or safety of other Residents or Authority employees as described in section 13 above.

15. Moreover, if a Resident 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.
16. In addition, the CHA will terminate the Lease of a Resident if the Resident is fleeing to avoid prosecution or custody or confinement after conviction, under the laws of the place from which the Resident 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 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.
17. To follow the CHA's regulations and notices regarding safety and/or security.
18. Residents may keep pets as described in the CHA's Pet Policy (Appendix H of this plan).
19. 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, building, facilities or common areas caused by the intentional or negligent acts of the Resident, Resident's household members, guest or other persons under the Resident's control, or by Resident's failure to report needed repairs. The Resident 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 Resident's family or their guests. Reasonable wear and tear is excluded from such charges. Any repair charges to the Resident are due on the first day of the second month after the Resident is sent a bill for the repairs. The bill for the repairs must state that the Resident has ten (10) working days within which to dispute any charges or request a Grievance Hearing regarding the charges.
20. 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 Resident or Household Member who sets fire to any part of the CHA's property, including dumpsters, or to Household goods owned by the Resident or any other Resident, whether intentionally or negligently, shall be dealt with in accordance with the CHA's Fire Policy (see Appendix I), which may include losing his or her apartment or right to live in public housing. Any Resident, Household member, Guest or other person on

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CHA property with or without the consent of a Resident 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.

21. To leave the Unit in a clean condition, normal wear and tear excepted, and to return the keys to the Authority in the timeframe required by the Authority. Any property left by Resident in the unit after he/she vacates will be considered as abandoned and may be disposed of according to applicable law.
22. In the event Resident claims a rent adjustment when the unit is damaged and alternate accommodations are not provided under Part C. Resident shall pay to the Authority the entire amount of rent due for the period which a rent adjustment is claimed.
23. To participate in at least eight (8) hours a month in a community service program, (if required by the CHA or HUD) unless Resident is exempt from participating in such a program.
24. To participate in and be in compliance with the Work Requirement Policy (see Appendix O) as outlined in the HOP.
25. The CHA has adopted a motor vehicle policy (see Appendix E) aimed at improving the appearance and access to its developments and their parking lots by legitimate Residents and their guests. The policy includes requirements that all vehicles parked on CHA property have current license plates and be in operational condition. Residents, Household Members, Guests, and other persons under the control of the Resident are prohibited from undertaking major automotive repairs on CHA property. Guests and other persons under the control of the Resident are prohibited from washing their vehicles on CHA property. The Lease specifically states that Residents 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 Resident 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. Parking is limited to two (2) vehicles per household. Guests of Residents 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 Resident or guest will result in a charge of \$25 for the first two violations in any 12 month period and termination of

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the Lease for the third violation in 12 months. Violation by a non-Resident shall subject the non-Resident 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-Resident or Guest continue, that person can be banned from all CHA property.

This policy is referenced in the Lease and is contained in the Appendixes of this plan.

26. If the Resident and/or household member is subject to a registration requirement under any state's sex offender laws, the registrant must be removed from the household or this Lease will be terminated as provided by HUD regulations.
27. It is the policy of the CHA that only sworn law enforcement officers are permitted to carry weapons while on CHA property. The Resident, members of the Resident's Household, guests, and any other person under the Resident'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 Residents and staff.
28. The Resident, the Household, guests and/or visitors shall not display, use or possess illegal firearms (operable or inoperable) or other illegal weapons as defined by the laws and courts of the State of North Carolina anywhere on the Authority property. Furthermore, residents may not display or brandish any weapon on common areas of Authority property.
29. Sublease. The resident and or the household shall not lease or sublet the unit.
30. 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 Resident 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 Resident 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

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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 Household or another Household Member.

O. ANNUAL RECERTIFICATIONS

The CHA is required by law to verify the income of each Resident electing to pay Income-Based Rent and the Household composition of all Residents (see Chapters 6 and 13). To achieve this end, the Resident and all members of the Household 18 years of age and older must provide any certification, Release of Information or documentation required by the CHA to verify the Income and Family Composition of the Household.

P. TRANSFERS

The Lease and policies adopted by the CHA set forth a number of conditions or situations under which a Resident 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 Resident 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 Resident 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 Resident requires a transfer due to a medical condition or a disability. Residents 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 Resident 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 Resident 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 Resident Family is Handicapped. If an Applicant Family or another Resident Family requires a Handicapped Unit, the current

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Resident 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 Resident can meet the requirements of the Lease.

Either the Resident 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 Resident 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 Resident Family resides. The CHA may, however, transfer the Resident Family to a unit of appropriate size in a development of its choosing based on availability of vacant units. The Resident 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 Resident of their right to an informal hearing under the Grievance Policy. Once a suitable Unit has been identified and the Resident has not requested a hearing, the Resident Family will be notified concerning the address and the approximate date of the transfer. The Resident 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 Resident 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 Resident 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 Resident or may permit the Resident Family to perform the move. If the CHA elects to perform the move, the Resident is entitled to a moving expense which has been set by HUD (the most recent allowance is \$50). If the Resident performs the move, the CHA shall either reimburse the Resident 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.

Q. GOOD NEIGHBOR POLICY

The CHA depends upon its Residents 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 Residents. First, the CHA expects the Resident and Resident Household to obey the Lease. At a minimum, the CHA will send a notice of Lease violation to the Resident whenever a Lease violation occurs.

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Second, the CHA expects Residents to call the police if someone vandalizes their apartments or threatens them or members of their Household. The Resident 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 Residents to work with the CHA in reducing the amount of drug traffic in its developments. Residents, Household Members, Guests, and other persons under the control of the Resident 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 Resident, are expected to remain on or near the property Leased by the Resident and not to congregate on the streets, parking lots, sidewalks, parks, play grounds and other common areas, including the yards of other Residents when that Resident is not present after 10:00 p.m.

R. RESIDENT PARTICIPATION

All Residents of the CHA are encouraged to participate in the governance of their development and the CHA. In order to promote such involvement and participation, Residents are encouraged to attend Resident organization meetings in their developments. Residents are required to attend any meeting called by the CHA which is categorized by the CHA as mandatory.

S. 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 Resident and posted on the Resident'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 Resident. In the event that neither the Resident 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.

T. NOTICE PROCEDURES

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

If the Resident is visually impaired, notices shall be in an accessible format, such as being hand delivered and read to the Resident within 48 hours of the date of the notice. If the notice is read to the Resident, the Resident 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 Resident 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 Resident. Both the Resident and the interpreter will sign and date a copy of the notice indicating that the Resident received and understands the notice, especially a Notice of Adverse Action.

U. HOW TO REPORT PROBLEMS OR COMPLAINTS

The Resident 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 Resident may request assistance from any management or administrative staff person in completing a written report or complaint. The staff person assisting the Resident must sign as a witness and must read the statement back to the Resident; if the statement is satisfactory, the Resident 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 Resident 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.

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.

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

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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 HCV 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.

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.

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- 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.
- 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 24 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.

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1. 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.

2. 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.

3. 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 HCV 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

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Housing Specialist shall consider the following factors to determine which of the families will continue to be assisted:

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

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 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

CHA will not accept an incomplete RFTA package under any circumstances.

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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 HCV 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.

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:

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- 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.

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.

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E. INITIAL INSPECTIONS

(See Chapter 11 HCV Inspections 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.

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.

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The CHA will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection.

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 22 HCV Owner Disapproval and Restriction 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.

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:

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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 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 not accept any incomplete RFTA packages.

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.

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CHAPTER 10 – HCV 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 HCV 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 HCV Certificate and Voucher Programs into one program, called the Housing Choice Voucher Program.

All HCV 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 and 24 CFR 982.515. 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, HCV 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-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.

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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 HCV 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.

1. 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.

2. 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 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.

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CHAPTER 10 – HCV OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS

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.

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.

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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.

1. 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, to ensure that Payment Standard increases are only made when needed to reach the mid-range of the market.

2. 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.

3. Rent to Landlord/Owner Increases (See Chapter 11 of this plan)

4. 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

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CHAPTER 10 – HCV OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS

rents in the jurisdiction being unaffordable for families even with the presence of a voucher the Payment Standard may be adjusted.

5. 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.

6. 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.

7. 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

Housing Quality Standards (HQS) for the Housing Choice Voucher (HCV) and Project-Based Voucher (PBV) programs are the HUD minimum quality standards for assisted housing programs. These standards can be found at [24 CFR 982.401](HCV) and [24 CFR 983.101] (PBV).

HUD also requires the PHA to determine that units rented by families assisted under the HCV program have rents that are reasonable when compared to comparable unassisted units in the market area.

This chapter explains HUD and CHA’s requirements related to housing quality standards and rent reasonableness as follows:

- A. Physical Standards: This part discusses the physical standards required of units occupied by HCV assisted families and identifies decision about the acceptability of the unit that may be made by the family based upon the family’s preference. It also identifies life-threatening conditions that must be addressed within 24 hours.
- B. The Inspection Process: This part describes the types of inspections the PHA will make and the steps that will be taken when units do not meet HQS.
- C. Rent Reasonableness Determinations: this part discusses the polices the PHA will use to make rent reasonableness determinations.

A. PHYSICAL STANDARDS

Housing Quality Standards are required to be maintained at initial occupancy and during the term of the housing assistance payment (HAP) contract [24 CFR 982.401(a)(3)]. Housing Quality Standards apply to the building and premises, as well as the interior of the unit. New units must pass the HQS inspection before the beginning date of the assisted tenancy and execution of the HAP contract [24 CFR 982.305((a)(2))] and [24 CFR 982.305(b)(1)(i) and (b)(2)(i)].

1. HUD Performance and Acceptability Standards

HUD’s performance and acceptability standards for HCV assisted housing are provided in [24 CFR 982.401]. These standards cover the following areas:

- Sanitary facilities
- Food preparation and refuse disposal
- Space and Security
- Thermal Environment
- Illumination and electricity
- Structure and materials

- Interior Air Quality
- Water Supply
- Lead-based paint
- Access
- Site and neighborhood
- Sanitary condition
- Smoke Detectors

Additional guidance on these requirements is found in the following resources

- Housing Choice Voucher Guidebook, Chapter 10
- HUD Housing Inspection Manual for HCV Housing
- HUD Inspection Form 52580 or 52580-A (most updated version)
- HUD Notice 2003-31, Accessibility Notice: Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 and the Fair Housing Act of 1988.
- National Fire Protection Association 73-4.9.6

2. Tenant Preference Items

HUD requires the PHA to enforce minimum HQS but also requires that certain judgments about acceptability be left to the family. For example, the PHA must ensure that the unit contains the required sanitary facilities, but the family decides whether the cosmetic condition of the facilities is acceptable.

3. Modifications to Provide Accessibility

Under the Fair Housing Act of 1988 an owner must not refuse the request of a family that contains a person with a disability to make necessary and reasonable modifications to the unit. Such modifications are at the family's expense. The owner may require restoration of the unit to its original condition if the modification would interfere with the owner or next occupant's full enjoyment of the premises. The owner may not increase a customarily required security deposit however, the owner/manager may negotiate a restoration agreement that requires the family to restore the unit and if necessary, ensure the likelihood of restoration, may require the tenant to pay a reasonable amount into an interest bearing escrow account over a reasonable period of time. The interest in any such account accrues to the benefit of the tenant. The owner may also require reasonable assurances that the quality of the work will be acceptable and that any required building permits will be obtained [24 CFR 100.203; Notice 2003-31].

Modifications to units to provide access for a person with a disability must meet all applicable HQS requirements and conform to the design, construction or alteration of facilities contained in the UFAS and the ADA Accessibility Guidelines (ADAAG) [28 CFR 35.15(c) and Notices 2003-31].

CHA Policy

Any owner that intends to negotiate a restoration agreement or require an escrow account must submit the agreement(s) to the CHA for review prior to the execution of that agreement.

4. Additional Local Requirements

The PHA may impose additional quality standards as long as the additional criteria are not likely to adversely affect the health or safety of participant families or severely restrict housing choice. HUD approval is required if more stringent standards are imposed. HUD approval is not required if the PHA additions are clarifications of HUD’s acceptability criteria or performance standards (24 CFR 982.401(a)(4)).

CHA Policy

The CHA has adopted the Minimum Standards of Fitness For Places of Habitation found in the Charlotte, North Carolina, Code of Ordinances, Part II – Code of Ordinances, Chapter 11 – Housing, Article III. – Minimum Standards of Fitness for Places of Habitation. Sections 11-76 through 11-85.

5. Thermal Environment (HCV GB p. 10-7)

The PHA must define a “healthy living environment” for the local climate. This may be done by establishing a temperature that the heating system must be capable of maintaining, that is appropriate for the local climate.

CHA Policy

Heating System must be operable 365 days a year. Failure to have an operable system will result in a non-life threatening HQS violation except that failure to do so during heating season as defined below will be considered a life threatening 24 hour violation. The heating system must be capable of maintaining a minimum interior temperature of 68 degrees Fahrenheit at a point three-feet above the floor with an outside temperature of 20 degrees Fahrenheit in all interior rooms used for living between October 1 and April 30. This is defined as the “Heating Season”

6. Clarifications of HUD Requirements

CHA Policy

As permitted by HUD, CHA has adopted the following specific requirements that elaborate on HUD standards.

a. Electrical

Outlets must be present and properly installed in the baseboard, wall or floor of the room. There must be two receptacles in a room or one receptacle plus a permanently installed ceiling or wall light fixture. The receptacles and switches must not contain paint on or within the fixture.

b. Windows

Windows must have the capacity to keep out the wind and the rain. There should be no cutting hazard or missing or broken panes, dangerously loose cracked panes, windows that do not close, windows that, when closed, do not form a reasonably tight seal. Sashes must be in good condition, solid and intact, and properly fitted to the window frame. Damaged or deteriorated sashes must be replaced.

Windows may not be replaced with or contain plastic glazing.

Window screens must be in good condition if present.

c. Doors

All exterior doors must be weather-tight to avoid any air or water infiltration, be lockable, have no holes, have all trim intact, and have a threshold.

All interior doors must have no holes, have all trim intact, and be openable without the use of a key.

d. Lead-Based Paint

If the unit was built before December 31, 1977, no child under age six will occupy the unit until it has been certified lead-free and the owner provides CHA with a copy of the Lead-Based paint certification.

e. Smoke Detectors

Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association (NFPA) standard number 72. At least one smoke detector must be installed on every level that contains a habitable room or a heating plant. In addition, a smoke detector must be installed within 15 feet of any area used for sleeping purposes. Smoke detectors are not required in crawl spaces or unfinished attics.

Hardwired and/or communicating smoke alarms must be replaced with hardwired and/or communicating smoke alarms.

f. Carbon Monoxide Detectors

At least one (1) carbon monoxide detector must be installed in accordance with State of North Carolina and local laws. A carbon monoxide detector is required in all units, no matter the fuel sources used.

g. Bedrooms

The following minimum standard must be met:

Square Footage: Every bedroom shall contain at least 70 square feet of floor space for a single occupant and an additional 50 square feet of floor space for each additional occupant.

Ceiling Height: Three-quarters (75%) of every bedroom must have a floor-to-ceiling height of seven feet or above.

Bedrooms should be arranged so that occupants do not have to pass through a bedroom to get to another bedroom.

h. Bathroom

There must be an enclosure around all toilets. The toilet must be contained within the unit, be in proper operating condition and be available for the exclusive use of the occupants of the unit. A wash basin must be permanently installed in the bathroom. The wash basin must be connected to a system that will deliver hot and cold running water and provide sanitary drainage.

i. Security

If window security bars or security screens are present on emergency exit windows, they must be equipped with a quick release system. The landlord/property owner is responsible for ensuring that the family is instructed on the use of the quick release system. Exterior doors may not have keyed bolt locks. Window locks must be installed on all windows that are accessible within six (6) feet of the ground or accessible from a roof surface.

j. Building Exterior

Stairs, rails and porches must not have any structural defects, broken, rotting or missing steps, railing, or balusters.

A functional handrail is required when there are extended lengths of steps (four or more consecutive steps including a landing).

A functional railing is required around a porch or balcony which is 30 inches or more above the ground.

Walkways and driveways should be in a proper state of repair and kept free of trip hazards. A trip hazard is defined as a change of ¾-inch or more in grade.

Roofs must be free of defects such as missing shingles, buckling or sagging indicating the potential of structural defects.

Gutters and downspouts, if installed, must function properly and have all parts intact.

The neighborhood should be free of conditions such as: other buildings that pose serious hazards (e.g. dilapidated shed or garage with potential for structural collapse); abnormal air pollution which continues throughout the year and is determined to seriously endanger the health of tenants in the area.

Abandoned, inoperable vehicles, or those without current license tags must be stored in an enclosed structure, shielded from view, or covered.

Each dwelling unit must have identifying numbers a minimum of 4-inches high and ½-inch in width and be of a contrasting color.

Detached structures such as sheds and garages must also meet HQS requirements and must be free of personal property not belonging to the tenant.

Swimming pools cannot be empty or create unsafe conditions for the family. CHA may request that a safety pool barrier be installed around or over swimming pools to ensure the safety of small children.

7. Acceptability criteria and exceptions to HQS

The CHA adheres to the acceptability criteria in the program regulations.

8. Life Threatening Conditions (24 CFR 982.404)

HUD requires CHA to define violations that are life threatening or of such an emergent nature that they must be corrected by the responsible party within twenty-four (24) hours of notice from CHA. The CHA will use its best efforts to make contact with the responsible party through telephone, facsimile, e-mail, and mail methods using the most up-to-date information in the electronic records for the CHA.

Items that are considered a life-threatening/emergency issue are:

- Any property determined uninhabitable by a city agency, including uninhabitable units due to fire, flood, or other natural disasters
- Any condition that jeopardizes the security of the unit
- Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling
- Natural or LP gas or fuel oil leaks
- Any electrical problem or condition that could result in shock or fire
- Failure to have a heating system that is capable of maintaining a minimum interior temperature of 68 degrees Fahrenheit at a point 3 feet above the

floor with an outside temperature of 20 degrees Fahrenheit in all interior rooms for living between October 1 and April 30, the heating season.

- Utilities not in service, including no running hot water, or gas heat not working properly during heating season as previously defined
- Conditions that present the imminent possibility of injury
- Obstacles that prevent safe entrance or exit from the unit
- Absence of a functioning toilet in the unit
- Inoperable or missing smoke detectors
- Inoperable or missing carbon monoxide detector.

If the emergency repair item(s) are not corrected within 24 hours, and the landlord/owner is responsible, the housing assistance payment (HAP) will be abated immediately and the HAP contract will be terminated.

If the emergency repair item(s) are not corrected within 24 hours, and it is an HQS breach which is a family obligation, the CHA will terminate the assistance to the family.

The landlord/property owner will be required to repair an inoperable smoke detector or carbon monoxide detector unless CHA determines that the family has intentionally disconnected it (by removing batteries or other means). In this case, the family will be required to make the repair within 24 hours.

9. Owner and Family Responsibilities (24 CFR 982.404)

a. Family Responsibilities

The family is responsible for the following HQS deficiencies:

- Tenant-paid utilities not in service
- Failure to provide or main family-supplied appliances
- Damage to the unit or premises caused by a household member or guest beyond normal wear and tear. “Normal wear and tear” is defined as items which could not be charged against the tenant’s security deposit under state law or court practice.

b. Owner Responsibilities

The owner is responsible for all ordinary and extraordinary maintenance in the home. The owner is responsible for all HQS violations not listed as a family responsibility above, even if the violation is caused by the family’s living habits (i.e. vermin infestation). However if the family’s actions constitute a serious or repeated lease violation, the owner may take legal action to evict the family.

10. Special Requirements for children with environmental intervention blood lead level (24 CFR 35.1225)

If CHA is notified by a public health department or other medical health care provider, or verifies information from a source other than a public health department or medical health care provider, that a child of less than 6 years of age, living in an HCV-assisted unit has been identified as having an environmental intervention blood lead level, CHA must complete a risk assessment of the dwelling unit. The risk assessment must be completed in accordance with program requirements, and the result of the risk assessment must be immediately provided to the owner of the dwelling unit. In cases where the public health department has already completed an evaluation of the unit, this information must be provided to the owner.

Within 30 days after receiving the risk assessment report from CHA, or the evaluation from the public health department, the owner is required to complete the reduction of identified lead-based paint hazards in accordance with the lead-based paint regulations [24 CFR 35.1325 and 35.1330]. If the owner does not complete the “hazard reduction” as required, the dwelling unit is in violation of HQS and CHA will take action in accordance with the abatement and termination procedures described later.

11. Violation of HQS Space Standards (24 CFR 982.403)

If CHA determines that a unit does not meet the HQS space standards because of an increase in family size or a change in family composition, CHA must issue the family a voucher, and the family must try to find an acceptable unit as soon as possible. If an acceptable unit is available for rent by the family, CHA must terminate the HAP contract in accordance with its terms. See Chapter 4 Subsidy Standards for occupancy guidelines.

B. THE INSPECTION PROCESS

HUD requires that each assisted unit be inspected at least annually [24CFR982.405 (a)]or as may be determined through any Move-To-Work initiatives. The CHA will also conduct quality control inspections on the number of files required for file sampling by the Section Eight Management Assessment Program (SEMAP) annually to maintain required standards and to assure consistency [24CFR982.405 (b)].

This chapter describes the procedures for performing inspections, the HUD 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" in this Plan refers to the combination of both HUD and CHA requirements.

There are four types of inspections CHA will perform:

- *Initial Inspections.* CHA conducts initial inspections in response to a request from the family to approve a unit for participation in the HCV program. The unit must pass the HQS inspection before the effective date of the HAP Contract.
- *Annual Inspections.* HUD requires CHA to inspect each unit under lease at least annually to confirm that the unit still meets HQS.
- *Special Inspections.* A special inspection may be requested by the owner, the family, or a third party as a result of problems identified with a unit between annual inspections.
- *Quality Control Inspections.* HUD requires that a sample of units be re-inspected by a supervisor or other qualified individual to ensure that HQS are being enforced correctly and uniformly by all inspectors.

1. Inspection of PHA-owned Units [24 CFR 982.352(b)]

CHA must obtain the services of an independent entity to perform all HQS inspections in cases where an HCV family is receiving assistance in a CHA-owned unit. A CHA-owned unit is defined as a unit that is owned or managed by CHA that administers the assistance under the consolidated ACC (including a unit owned by an entity substantially controlled by CHA). The independent agency must communicate the results of each inspection to the family and CHA. The independent agency must be approved by HUD, and may be the unit of general local government for CHA jurisdiction.

2. Inspection Costs

CHA may not charge the family or owner for an initial inspection or a re-inspection [24 CFR 982.405(e)]. In the case of inspections of CHA-owned units, CHA may compensate the independent agency. CHA and the independent agency may not charge the family any fee or charge for the inspection [24 CFR.982.352(b)(iv)(c)].

3. Notice and Scheduling

The family must allow CHA to inspect the unit at reasonable times with reasonable notice [CFR982.551(d)].

CHA Policy

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. Notice may be provided by mail, telephone, or through other electronic means.

All Inspections will be conducted weekdays and between the hours of 8:00 a.m. and 5:00 p.m.

4. Owner and Family Inspection Attendance

HUD permits CHA to set policy regarding family and owner presence at the time of inspection [HCV GB p.10-27].

CHA Policy

When a family occupies the unit at the time of inspection, an adult, 18 years of age or older, must be present for the inspection. The presence of the owner or the owner's representative is encouraged but is not required unless the inspection is an owner-initiated Special inspection, in which case, the owner or the owner's representative must attend.

At initial inspections of vacant units, CHA will inspect the unit in the presence of the owner or owner's representative. In the case of vacant unit and at the owner's discretion, access to the unit may be arranged through the use of a lockbox or other means and the inspection may be conducted solely by CHA. The presence of a family representative is permitted, but is not required.

When a re-inspection is required and there are family caused deficiencies, the family or their representative who is 18 years of age or older is required. When there are no family caused deficiencies, the landlord/property owner or their representative is required to be in attendance. Failure to allow or gain access to the unit will result in the termination of the participant and abatement of the HAP contract.

5. Initial / Move-ins Inspections

a. 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 fifteen (15) days of receipt of the RFTA within the inspections department, unless the department Manager determines that it is not possible to do so in the stated timeframe, in which case the file will be appropriately documented.

The Landlord will include "date unit available for inspection" on the request for tenancy approval (RFTA) form. This date must be completed for the RFTA to be accepted.

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 RFTA.

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 to assist in future evaluations of whether the condition of the unit exceeds normal wear and tear.
- Document the information to be used for determination of rent-reasonableness.

If the unit fails the initial inspection, the owner will be advised to notify the CHA, once repairs are completed. The landlord/owner will be allowed one (1) re-inspection for repair work to be completed. If the time period provided to correct the repairs has elapsed, or the re-inspection has failed, the family must select another unit. If the landlord/owner does not schedule the re-inspection within fifteen (15) days from the initial inspection, CHA will terminate the inspection process and advise the participant of the status of the unit. Exceptions to the termination of the inspection process may be granted for reasonable accommodations for a person with a disability and Public Housing relocation purposes. CHA will notify the owner and the family in writing that the unit has not passed Housing Quality Standards (HQS).

b. Utilities

At initial lease-up the owner is responsible for demonstrating that all utilities are in working order including those utilities that the family will be responsible for paying.

CHA Policy

All utilities must be in service to conduct an initial inspection.

c. Appliances

CHA Policy

If the family is responsible for supplying the stove and/or refrigerator, CHA will allow the stove and refrigerator to be placed in the unit after the unit has met all other HQS requirements. The required appliances must be in place before the HAP contract is executed by CHA. CHA will execute the HAP contract based upon a certification from the family that the appliances have been installed and are working.

6. Annual Inspections

As required by HUD, the CHA conducts inspections in accordance with HQS at least annually according to [24 CFR 982.405(a)] or as determined through Move-To-Work initiatives.

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.

CHA Policy

If an adult (18 years of age or older) cannot be present on the scheduled date, the family should request that CHA reschedule the inspection. CHA allows the family to reschedule an Annual inspection one time for up to seven calendar days after the originally scheduled inspection.

If the family fails to ensure that an adult attends the first scheduled appointment or a rescheduled inspection, CHA will automatically schedule a second inspection. If the family misses two scheduled inspections within an inspection sequence, without CHA approval, CHA will consider the family to have violated its obligation to make the unit available for inspection and will terminate the family's assistance.

7. Special Inspections [HCV GB, p. 10-30]

Owners participating in the program or voucher program participants may request that CHA conduct a special inspection because of an emergency HQS fail item as identified by the Housing Quality Standards and this Plan.

CHA Policy

CHA will only conduct a special inspection if the owner or family requests that CHA conduct an inspection because of an emergency HQS fail item in the unit.

If the reason identified for a special inspection is not a Life Threatening Condition as identified in this Plan above, CHA will not conduct the inspection and will advise the caller that the item will be inspected during the next annual inspection. If the caller is the family, CHA will advise the family to contact the landlord in writing to request that the landlord make the necessary repairs.

CHA will not schedule or perform a special inspection unless the party that requests the special inspection (owner, owner’s agent, or the voucher program participant) is present for the inspection. CHA will not perform a follow up inspection after a missed complaint inspection appointment. If the family requests an inspection and is not present due to unavoidable circumstances, the family may request another inspection. CHA will evaluate the circumstances and determine, in its sole discretion, on a case-by-case basis whether to schedule a new special inspection.

CHA will conduct the special inspection within two (2) business days of receipt of the notification by telephone call, fax or other notification. During a special inspection, CHA will inspect only those emergency fail items that were reported.

If the caller states that the utilities are not turned on, CHA will inquire as to who is responsible for the utility. If the owner is responsible for the utility, CHA will contact the owner and notify the owner that the unit fails HQS. If the family is responsible for the utility, it will be treated as a family-caused HQS fail. CHA may verify the status of the utility through a telephone call to the utility provider. If the utility is not on and the utility is the responsibility of the owner, CHA will abate and terminate the HAP for the unit. If the utility is the responsibility of the tenant, CHA will treat it as a family-caused HQS fail and terminate the family’s assistance.

If the HQS failed item is lack of heat and the utility has not been turned off, a special inspection will be conducted pursuant to its meeting the criteria defined as an emergency fail.

CHA will provide the owner with the inspection form or notification with the failed items listed. If the owner does not make the necessary repairs within 24 hours of the notification date by CHA, CHA will abate and terminate the HAP contract.

8. Quality Control Inspections [24 CFR 982.405(b); HCV GB, p. 10-32]

HUD requires a CHA supervisor or other qualified person to conduct quality control inspections of a sample of units to ensure that each inspector is conducting accurate and complete inspections and that there is consistency in the application of the HQS.

The unit sample must include only units that have been inspected within the preceding 3 months. The selected sample will include (1) each type of inspection (initial, annual, and special), (2) inspections completed by each inspector, and (3) units from a cross-section of neighborhoods.

9. Inspection results and Re-inspections for units under HAP Contract

a. Notification of Corrective Actions

The owner and the family will be notified in writing of the results of all inspections. When an inspection identifies HQS failures, CHA will determine (1) whether or not the failure is a life threatening condition and (2) whether the family or owner is responsible.

b. 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) hours of receipt of notification. The CHA will use its best efforts to make contact with the responsible party through telephone, facsimile, e-mail, and mail methods using the most up-to-date information in the electronic records for the CHA. It will be the responsible party's obligation to provide access to the unit at the re-inspection.

For non-emergency items, repairs must be made within the time period specified by the CHA, but within no more than thirty (30) calendar days of notification to avoid HAP abatement for landlord deficiencies and termination for Participant deficiencies.

CHA may allow self-certification for correction of non-life threatening HQS deficiencies that are the responsibility of the landlord/property owner and/or the family. The cure period remains the same and must be submitted on CHA approved forms.

10. Extensions of Time for Repairs

A request for an extension of time for repairs may be submitted to the CHA no later than three (3) business days prior to the deadline for repairs for non-emergency items. The request must be on CHA approved forms and include all documentation. CHA will not consider any request for extension not in writing and if not received a minimum of three (3) business days prior to the deadline date for repairs. Extensions may be granted for Weather-related reasons or for Non-weather related conditions in the discretion of CHA.

Winter weather related extension requests will only be accepted between November 1 and February 28.

A Non Weather Related Extension request must include written documents provided by a third-party to support the claim that circumstances beyond the control of the requestor prevented the repair.

All other deficiencies must pass inspection within the time allowed for correction of the original report.

A weather related extension automatically expires 90 days from the date the deficiency was reported or on April 30 whichever is sooner. Non -weather extensions automatically expire 60 days from the date of the original citing of the deficiency.

All extensions for time to repair must be directed to the CHA Inspections Department Manager. The CHA may approve or deny a request for an extension of time. The CHA Inspections Department Manager or designee is authorized to approve requests for extension.

11. Consequences if Landlord/Owner is responsible (Non-Emergency Items)

When it has been determined that a unit fails to meet HQS for a second time and the landlord/property owner is responsible for completing the necessary repair(s), the HAP to the landlord/owner will be abated.

a. HAP Abatement

If the owner fails to maintain the dwelling unit in accordance with HQS, the PHA must take prompt and vigorous action to enforce the owner obligations. PHA remedies for such breach of the HQS include termination, suspension, or reduction of housing assistance payments and termination of the HAP contract. [24 CFR 982.404(a)(2)]. If landlord/property-owner deficiencies are not corrected within the cure period allowed by the CHA, the CHA will abate the HAP effective on the date of the failed second inspection. Funds will be withheld from the first day of the month following the fail date. A notice of the CHA's intent to abate and terminate the HAP will be forwarded to the landlord and the participant. The notice will state the date the unit went into abatement, the process to inform CHA of correction and request for re-inspection, and notification of automatic termination of the HAP contract effective at the end of the month following the abatement.

Where inspection deficiencies are the landlord/property owner's responsibility, the CHA will charge the landlord/property owner a non-refundable \$40 fee for conducting a 2nd re-inspection. The \$40 must be paid to the CHA prior to scheduling the second re-inspection by money order or certified check, or secure electronic credit process. The CHA requires that the owner or an authorized representative of the owner participate in such re-inspections.

If the failed items were noted as life threatening 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 on the last day of the following month.

The participant is not responsible for payment of the portion of rent to the owner covered by the HAP contract between the owner and the PHA. [24 CFR982.451]. 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.

At any time within the abatement period, the participant may begin the move process, if eligible.

The CHA will re-inspect an abated unit upon receipt of a written request from the responsible party as long as the request is received by CHA at least five (5) days prior to the termination date. The re-inspection will be scheduled within five (5) business days of receipt. Only one re-inspection will be allowed.

If the landlord makes the repairs and submits a request for re-inspection before the end of the abatement period the CHA will re-inspect the abated unit. If the repairs are verified complete, 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/property owner for the period of time the rent was abated and the unit did not comply with HQS and the participant will not be responsible for this payment.

b. HAP Contract Termination

The period of abatement will not exceed sixty (60) calendar days.

If a request for a final inspection is not received within the abatement period, or the unit fails the final inspection, the HAP contract will automatically terminate on the date noted in the abatement/termination letter.

Upon termination of the HAP contract, the lease with the participant will also terminate.

c. Landlord Appeals

If the landlord does not agree with the results of an inspection or rent determination, the landlord/property owner will be afforded the opportunity to submit written objection to the CHA. Any objections to a CHA decision relating to an inspection must be in writing and must be received by the CHA within ten (10) business days of the CHA action.

The written objection must clearly identify the actions or inactions on the part of CHA, must identify the landlord/property owner of the property, must include accurate contact information (mailing address/ email address and telephone number) for landlord/property owner, must include the name(s) and address of participant in question and must include a brief description of why the landlord/property owner objects to the actions or inactions of CHA.

The written objection will be reviewed by the Housing Choice Voucher Director or designee who shall render a written decision either in support of the appeal or in support of the CHA action or inaction. A written decision shall be rendered within ten (10) business days of receipt.

If the landlord/property owner does not agree with the written decision received at this level, the landlord/property owner may appeal to the next highest official within the CHA 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 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/property owner still feels that the CHA actions or inactions were not justified, the landlord/property owner may obtain legal counsel to pursue the matter within the court system.

2. HQS Deficiencies considered the responsibility of the Family

The family is responsible for a breach of the HQS that is caused by any of the following (24CFR982.404(b)):

- 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 family has caused a breach of the HQS, the PHA must take prompt and vigorous action to enforce the family obligations. The PHA may terminate assistance for the family in accordance with (24CFR982.552).

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 twenty-four (24) 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 twenty-four (24) hours the CHA will terminate assistance to the family on the last day of the following month. A termination notice will also be provided to the landlord/property owner to ensure proper notice of contract termination.

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/property owner may enforce tenant obligations under the Lease. The CHA may also terminate the family's assistance on that basis.

The inspector will make a determination of landlord/property owner or family responsibility during the inspection.

3. Consequences if Family is Responsible (24 CFR 982.404(b)(3))

If emergency or non-emergency violations of HQS are determined to be the responsibility of the family, the CHA will require the family to complete any repair(s) or corrections within the CHA determined correction period. 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/property owner. 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.

If the landlord/property owner carries out a repair for which the family is responsible under the lease, the owner may bill the family for the cost of the repair.

4. Rent Increases

The landlord/property owner may request a rent increase provided 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/property 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.
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/property owner must provide written proof that all assessed taxes against the assisted rental unit are 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 space 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 comparable units 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/property 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 shall be handled as previously described herein.

C. RENT REASONABLENESS [24 CFR 982.507]

1. Overview

No HAP contract can be approved until CHA has determined that the rent for the unit is reasonable. The purpose of the rent reasonableness test is to ensure that a fair rent is paid for each unit rented under the HCV program.

HUD regulations define a reasonable rent as one that does not exceed the rent charged for comparable, unassisted units in the same market area. HUD also requires that owners not charge more for assisted units than for comparable units on the premises. This section explains the method used to determine whether a unit's rent is reasonable.

2. PHA-owned Units [24 CFR 982.352(b)]

In cases where an HCV family is receiving assistance in a CHA-owned unit, CHA must obtain the services of an independent entity to determine rent reasonableness in accordance with program requirements, and to assist the family in negotiating the contract rent when the family requests assistance. A CHA-owned unit is defined as a unit that is owned by CHA that administers the assistance under the consolidated ACC (including a unit owned by an entity substantially controlled by CHA). The independent agency must communicate the results of the rent reasonableness determination to the family and CHA. The independent agency must be approved by HUD, and may be the unit of general local government for CHA jurisdiction (unless CHA is itself the unit of general local government or an agency of such government).

D. WHEN RENT REASONABLENESS DETERMINATIONS ARE REQUIRED

1. Owner-initiated Rent Determinations

CHA must make a rent reasonableness determination at initial occupancy and whenever the owner requests a rent adjustment.

The owner and family first negotiate the rent for a unit. CHA (or independent agency in the case of CHA-owned units) will assist the family with the negotiations upon request. At initial occupancy CHA must determine whether the proposed rent is reasonable before the HAP Contract is signed. The owner must not change the rent during the initial lease term. Subsequent requests for rent adjustments must be consistent with the lease between the owner and the family. Rent increases will not be approved unless any failed items identified by the most recent HQS inspection have been corrected.

CHA Policy

After the initial occupancy period, the owner may request a rent adjustment in accordance with the owner's lease. For rent increase requests after initial lease-up, CHA may request owners to provide information about the rents charged for other units on the premises, if the premises include more than 4 units. In evaluating the proposed rents in comparison to other units on the premises, CHA will consider unit size and length of tenancy in the other units.

CHA will determine whether the requested increase is reasonable within 10 calendar days of receiving the request from the owner. The owner will be notified of the determination in writing.

All rents adjustments will be effective the first of the month following 60 days after CHA receipt of the owner’s request or on the date specified by the owner, whichever is later.

2. PHA- and HUD-Initiated Rent Reasonableness Determinations

HUD requires CHA to make a determination of rent reasonableness (even if the owner has not requested a change) if there is a 5 percent decrease in the Fair Market Rent that goes into effect at least 60 days before the contract anniversary date. HUD also may direct CHA to make a determination at any other time. CHA may decide that a new determination of rent reasonableness is needed at any time.

CHA Policy

In addition to the instances described above, CHA will make a determination of rent reasonableness at any time after the initial occupancy period if: (1) CHA determines that the initial rent reasonableness determination was in error or (2) CHA determines that the information provided by the owner about the unit or other units on the same premises was incorrect.

E. HOW COMPARABILITY IS ESTABLISHED

1. Factors to Consider

HUD requires CHA to take into consideration the factors listed below when determining rent comparability. CHA may use these factors to make upward or downward adjustments to the rents of comparison units when the units are not identical to the HCV-assisted unit.

- Location and age
- Unit size including the number of rooms and square footage of rooms
- The type of unit including construction type (e.g., single family, duplex, garden, low-rise, high-rise)
- The quality of the units including the quality of the original construction, maintenance and improvements made.
- Amenities, services, and utilities included in the rent

2. Units that Must Not be Used as Comparables

Comparable units must represent unrestricted market rents. Therefore, units that receive some form of federal, state, or local assistance that imposes rent restrictions cannot be considered comparable units. These include units assisted by HUD through any of the following programs: HCV project-based assistance, Section 236

and Section 221(d)(3) Below Market Interest Rate (BMIR) projects, HOME or Community Development Block Grant (CDBG) program-assisted units in which the rents are subsidized; units subsidized through federal, state, or local tax credits; units subsidized by the Department of Agriculture rural housing programs, and units that are rent-controlled by local ordinance.

3. Rents Charged for Other Units on the Premises

The Request for Tenancy Approval (HUD-52517) requires owners to provide information, on the form itself, about the rent charged for other unassisted comparable units on the premises if the premises include more than 4 units.

By accepting CHA payments each month, the owner certifies that the rent is not more than the rent charged for comparable unassisted units on the premises. If asked to do so, the owner must give CHA information regarding rents charged for other units on the premises.

F. PHA RENT REASONABLENESS METHODOLOGY

1. Overview

CHA Policy

According to HUD, the objective of the rent reasonableness program is to ensure that program rents do not exceed unassisted rental values for the local market. To meet this objective, CHA employs the unit-to-unit comparison method to make rent reasonableness determinations. A unit-to-unit comparison is similar to the real estate appraisal method, in which the program unit rent is directly compared to the rents for at least three unassisted units selected as comparable.

2. Market Data Collection and Maintenance

CHA Policy

CHA will use the www.gosection8.com database to perform rent reasonableness determinations. CHA will update this data continuously and not use market data that has not been verified within the previous 12 months. The data collected will unit-specific data (unit age, location, condition, market area, structure type and amenities) to ensure that the rent reasonableness determinations are accurate. The rent reasonableness process will make appropriate rental rate adjustments for rental concessions (if applicable) and utility rates and responsibilities.

3. Initial Occupancy/New Lease Rent Reasonableness Determinations

CHA Policy

CHA calculates and determines the reasonableness of the rent requested by the owner. CHA will make a first attempt to contact the owner with a rent offer within 7

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calendar days after the property passes inspection. The owner will have 7 calendar days to accept the offer before it is withdrawn and CHA issues a new leasing package to the tenant.

If the owner disputes a rent reasonableness determination, the owner may appeal the rent reasonableness decision by submitting additional market data for consideration. The owner must notify CHA of its intention to submit this additional data within 5 calendar days of the rent determination notification and actually submit the additional data within 7 calendar of the rent determination notification.

CHA will verify the accuracy of the data and if applicable, recalculate the rent reasonableness determination. For a rent determination, CHA will notify the owner of the results of this review within 7 calendar days after receiving the additional data.

INTRODUCTION

Uniform Physical Condition Standards (UPCS) are the HUD minimum quality standards for assisted housing programs. UPCS standards are required both at initial occupancy and during the term of the Lease. UPCS standards apply to the building and premises, as well as the unit.

The CHA will inspect each assisted unit at least annually. The CHA will also have a maintenance supervisor perform quality control inspections on the number of files required for file sampling by 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. The use of the term "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. 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 seven types of inspections the CHA will perform:

1. Move-in: Conducted upon execution of the Lease.
2. Preventative: May be completed quarterly to ensure the unit meets UPCS standards
3. Special/Complaint: Conducted upon request.
4. Quality Control: Random sample of units reviewed to ensure work orders and/or preventative maintenance requests have been completed
5. Third Party: REAC, City Code, City Compliance or other Third Party agents who have an interest in the property may schedule an inspection. Usually these inspections only inspect a sample number of units.
6. Customer Service Annual Inspection: Completed each fiscal year, the property manager will inspect the condition of the unit.
7. Move-Out: Conducted upon receipt of keys upon termination of the lease.

All parties will be provided with a minimum of two (2) working day's notice of any inspections.

All Inspections will be conducted weekdays and between the hours of 8:00 a.m. and 5:00 p.m.

B. PRE-OCCUPANCY, 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 of these inspections may be completed by CHA or contracted with a third party vendor.

Pest Control inspections may be completed using a canine. Failure to prepare for or cooperate with may result in charges for re-inspection of the unit.

Any work orders generated as a result of these inspections shall be monitored to ensure that they are cleared within 25 days of the inspection. The manager may 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.

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 7. 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.

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
- Have a spouse of the Head of Household who is Elderly or Disabled
- If Head of Household or spouse is Disabled one must be receiving SSI benefits prior to the next scheduled recertification due date (or have a verified disability)

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 RECERTIFICATION (NON-ELDERLY, NON-DISABLED)

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 or 12 of this plan)

B. 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 exemption 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.

C. RECERTIFICATION NOTICE TO THE HOUSEHOLD

The CHA will maintain a recertification system 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 accommodations will be granted upon verification that they meet the need presented by the disability.

1. Procedure

The CHA's procedure for conducting annual / bi-annual recertifications will be:

- Schedule the date and time of appointments and mail or hand deliver (at CHA's discretion) 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.

1. 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

2. 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 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.

3. 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.

4. 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.

5. 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.

Failure to comply with recertification processes (including but not limited to attending the recertification interview) may result in untimely completion of the recertification and forfeiture of the thirty (30) day notice period.

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.

6. 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, DSS placement 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.

4. 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 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.

5. 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

6. 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.

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.

7. 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.

1. 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.

2. 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.

3. 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 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.

4. 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 HCV. Signatures are not required by the CHA. If the family disagrees with the rent adjustment, they may request a grievance. (See Chapter 19 or Appendix B of this plan).

I. TIMELY REPORTING OF CHANGES IN INCOME AND ASSETS

1. 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.

2. PROCEDURES WHEN THE CHANGE IS REPORTED IN A TIMELY MANNER

The CHA will notify the family and the landlord/owner for participants in HCV 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.

3. 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.

4. 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. 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.

K. 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 20 or 21 of this plan)

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.
- 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.

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- 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.
- 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 CHA does not receive a letter of good standing from the current landlord.

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The Department Director or designee may make an exception 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

1. 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.

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.

2. 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.

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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.

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) 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 (982.314(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

1. 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
- Proof of Birth 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)
- A completed signed and dated authorization for release for all Household Members 16 and older
- Valid Housing Choice Voucher

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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 may 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 HCV 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 HCV 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.

2. 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 HCV 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.

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 HCV tenant-based program.

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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.

1. 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.

2. 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

3. 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

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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.

4. Required Documents

As a receiving PHA, the CHA will require the documents listed on the HUD Portability Billing Form from the initial PHA.

5. 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.

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. Community Based Rental Assistance is attached to units identified in the Housing Assistance Payment (HAP) Contract unless CHA approves the unit change and a HAP amendment is executed.

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.

A. PROJECT-BASED LANDLORD/OWNER PROPOSAL

1. 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 HCV”) 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 HCV households in lower amenity Charlotte neighborhoods
2. The community’s need for special needs housing, especially service-enriched housing
3. Need for more local management with experience in Charlotte and less absentee landlords
4. Increasing displacement of low-income families in revitalizing communities

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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

a. 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

b. 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 LLC, and when operating through a CHA subsidiary), 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 Affordable Housing Program (AHP) funding, CHA will rely on that competitive process for approval.

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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.

c. 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.

i. 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 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.

ii. Special Needs Units

1. Category includes units for homeless, disabled, domestic violence, transitional youth and other special needs.

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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.
4. Developments in neighborhoods within a mile of one of Charlotte’s new transportation corridors, including light rail, will be given second priority.
5. Special Needs units must also be in line with CHA’s Supportive Housing Policy

iii. 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 24 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.

d. 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.

e. 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

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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.

f. 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.

g. 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 HCV 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.

h. 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.

i. Exceptions

Staff may make exceptions noted in this policy. Any other exceptions will have to be approved by the Board.

j. Other Guidelines

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.

2. 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.

3. PROHIBITION OF ASSISTANCE FOR CERTAIN UNITS

a. 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 an 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.

b. 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 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.

c. 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;
- HCV11 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.

4. 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 other than assistance disclosed in the subsidy layering review in accordance with HUD requirements.

5. 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).

6. SITE SELECTION STANDARDS

a. 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.

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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 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.

b. 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;

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- 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.

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

c. 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.

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- 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.

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.

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.

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- 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.

7. 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 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.

B. DWELLING UNITS

1. 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.

2. 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

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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.

a. 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 participial 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.

3. 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)

4. INSPECTING UNITS

a. 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 subsequence 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.

b. 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

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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.

c. 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.

d. 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.

e. 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.

f. Inspecting Units Owned by CHA or its Affiliates

CHA expects to receive HUD approval under MTW flexibility to perform inspections on CHA and/ or affiliate-owned properties. Until approval has been granted, 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.

C. REHABILITATED AND NEWLY CONSTRUCTED UNITS

1. 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 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.

2. 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.

a. 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;

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- 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 construction units, the description must include the working drawings and specifications.
- Any additional requirements for quality, architecture, or design over and above HQS.

b. 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.

3. CONDUCT OF DEVELOPMENT WORK

a. 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.

b. 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.

c. Owner Disclosure

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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.

4. 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.

a. 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.

b. 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 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.

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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.

D. HOUSING ASSISTANCE PAYMENTS CONTRACT (HAP)

1. 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 and 24 CFR 982.162].

2. HAP CONTRACT REQUIREMENTS

a. 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;
- 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;

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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.

b. 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.

c. 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.

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;

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- 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.

d. 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 any 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 HCV-II.G., Enforcing Owner Compliance.

6. AMENDMENTS TO THE HAP CONTRACT

a. 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 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.

b. 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.

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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.

7. 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.

8. 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;
- 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;

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- 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.

9. ADDITIONAL HAP REQUIREMENTS

a. 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 special design standards or additional requirements in the invitation for CBRA proposals, the agreement to enter into HAP contract, and the HAP contract.

E. SELECTION OF CBRA PROGRAM PARTICIPANTS

1. 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.

2. 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.

a. 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 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.

3. 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 HCV waiting. Families from CHA’s master HCV 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 HCV 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.

4. 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 HCV 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 HCV 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.

a. 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.

b. Preferences

Site-based projects may have their own preferences for wait list selection. Families from CHA’s master HCV waiting list shall be given a housing preference, if eligibility is met and occupancy is not otherwise mandated by program specific documents.

5. OFFER OF CBR ASSISTANCE

a. 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;

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- 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

b. 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.

c. Acceptance of Offer

i. Family Briefing

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.

ii. 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.

iii. 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).

6. 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.

a. Leasing

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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.

b. 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.

c. 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.

7. TENANT SCREENING

a. 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.

b. 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 contract and until the landlord/owner has satisfied all CHA requirements.

F. OCCUPANCY

1. 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.

2. 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.

a. 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.

b. 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);
- The amount of the tenant rent to owner, which is subject to change during the term of the lease in accordance with HUD requirements;

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- 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

c. 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.

d. 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.”

e. 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.

f. 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-participiantial purpose.

g. 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.

h. 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.

i. 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.

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.

3. MOVES

a. 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

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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 CBR assistance in the same building or project based on the availability of assistance:

If CBR assistance is not available in the same building or project, the CHA may offer the family a tenant-based voucher, and 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.

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.

b. Family Right to Move

The CHA has received an MTW waiver for 24 CFR 983.260 Family Right to Move with continued assistance for all families who moved into a CBRA unit after 2008. However, the family may apply for CBRA for other sites if they left the CBRA unit in good standing, or may apply for tenant-based assistance if the tenant-based wait list is open. Families participating in the CBRA program 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.

G. DETERMINING RENT TO OWNER

1. OVERVIEW

The amount of the initial rent to an owner of units receiving CBRA 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.

2. 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.

a. 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);

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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.

3. 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).

a. 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 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.

b. 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.

c. 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 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.

d. 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.

e. 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.

f. CHA-and/or Affiliate owned Units

The CHA is seeking HUD approval under MTW flexibility to conduct rent determinations for CHA and/or Affiliate -owned CBRA units. Until approval has been granted allowing CHA to make rent determinations 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.

4. 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.

a. 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.

b. 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.

c. Rent Comparability Study

For each size 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.

d. CHA and/or Affiliate-owned Units

The CHA expects to receive HUD approval under MTW flexibility to conduct rent determinations for CHA and/or Affiliate-owned units. Until MTW authority has been approved, the amount of the reasonable rent for CHA and/or Affiliate-owned units, 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 CHA and/or Affiliate-owned units to the CHA and to the HUD field office where the project is located.

e. 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.

6. 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.

a. 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.

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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.

b. Combining Subsidy

Rent to owner may not exceed any limitation required to comply with HUD subsidy layering requirements.

c. 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.

H. PAYMENTS TO OWNER

1. 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).

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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.

2. 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.

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. The CHA has stricken the Vacancy Payment provision from CBRA HAP contracts.

3. 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.

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.

a. 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.

b. 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.

c. 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.

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.

4. OTHER FEES AND CHARGES

a. Meals and Supportive Services

With the exception of CBRA 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 CBRA, 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.

b. 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

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.

1. 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.

2. 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.

3. 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.

B. PROVIDER BASED ASSISTANCE

Formerly the Workforce Initiative for Supportive Housing, CHA has restructured this initiative as a HCV 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 to participants in their self-sufficiency programs. The vouchers will provide a “shallow subsidy”, which will be a set

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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 HCV 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 Plan 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.

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 will be available for public review and comment as they are added to the agency's MTW annual plan.

E. HOMEOWNERSHIP [24 CFR 982.625 THROUGH 982.643]

1. Overview [24 CFR 982.625]

The homeownership option is used to assist a family residing in a home purchased and owned by one or more members of the family. A family assisted under this option may be newly admitted or an existing participant in the HCV program.

There are two forms of homeownership assistance a PHA may offer under this option: monthly homeownership assistance payments, or a single down payment

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assistance grant. The PHA may choose to offer either or both forms of homeownership assistance or choose not to offer either form of assistance. However, the PHA must offer either form of homeownership assistance if necessary as a reasonable accommodation for a person with disabilities. If the PHA offers both forms of assistance, a family must choose which form of assistance to receive.

The PHA must offer either form of homeownership assistance if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities. It is the sole responsibility of the PHA to determine whether it is reasonable to implement a homeownership program as a reasonable accommodation. The PHA must determine what is reasonable based on the specific circumstances and individual needs of the person with a disability. The PHA may determine that it is not reasonable to offer homeownership assistance as a reasonable accommodation in cases where the PHA has otherwise opted not to implement a homeownership program.

The PHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

CHA Policy

The CHA has instituted a minimum homeowner down payment requirement of at least three percent of the purchase price and requires at least one percent of the purchase price come from the family's personal resources.

The CHA requires that financing for the purchase of a home be provided mortgage insurance or guaranteed by the Federal government or the state and the participant comply with secondary mortgage market underwriting requirements or comply with generally accepted private sector underwriting standards

The CHA will offer the monthly homeownership assistance payments to qualified families.

2. Family Eligibility [24 CFR 982.627]

The family must meet all of the requirements listed below before the commencement of homeownership assistance. The PHA may also establish additional initial requirements as long as they are described in the PHA Administrative Plan.

- a. The family must have been admitted to the Housing Choice Voucher Program.
- b. The family must qualify as a first-time homeowner, or may be a cooperative member.
- c. The family must meet the Federal minimum income requirement. The family must have a gross annual income equal to the Federal minimum wage multiplied

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- by 2000 hours, based on the income of adult family members who will own the home. The PHA may establish a higher income standard for families. However, a family that meets the federal minimum income requirement (but not the PHA's requirement) will be considered to meet the minimum income requirement if it can demonstrate that it has been pre-qualified for or pre-approved for financing that is sufficient to purchase an eligible unit.
- d. For disabled families, the minimum income requirement is equal to the current SSI monthly payment for an individual living alone, multiplied by 12.
 - e. For elderly or disabled families, welfare assistance payments for adult family members who will own the home will be included in determining whether the family meets the minimum income requirement. It will not be included for other families.
 - f. The family must satisfy the employment requirements by demonstrating that one or more adult members of the family who will own the home at commencement of homeownership assistance is currently employed on a full-time basis (the term full-time employment is defined as not less than an average of 30 hours per week); and has been continuously so employed during the year before commencement of homeownership assistance for the family.
 - g. The employment requirement does not apply to elderly and disabled families. In addition, if a family other than an elderly or disabled family includes a person with disabilities, the PHA must grant an exemption from the employment requirement if the PHA determines that it is needed as a reasonable accommodation.
 - h. The family has not defaulted on a mortgage securing debt to purchase a home under the homeownership option.
 - i. Except for cooperative members who have acquired cooperative membership shares prior to commencement of homeownership assistance, no family member has a present ownership interest in a residence at the commencement of homeownership assistance for the purchase of any home.
 - j. Except for cooperative members who have acquired cooperative membership shares prior to the commencement of homeownership assistance, the family has entered a contract of sale in accordance with 24 CFR 982.631(c).

CHA Policy

The CHA will not establish a higher minimum income standard for disabled and/or non-disabled families.

Families will be considered “continuously employed” if the break in employment does not exceed four months.

The CHA will count self-employment as a business when determining whether the family meets the employment requirement.

The CHA will impose additional eligibility requirements. To be eligible to participate in the homeownership option, families must meet the following criteria:

- The family has had no family-caused violations of Housing Quality Standards within the past year.
- The family is not within the initial one-year period of a HAP Contract.
- The family does not owe money to the CHA.
- The family has not committed any serious or repeated violations of a CHA-assisted lease within the past year.

3. Selection of Families (24 CFR 982.626(b))

Unless otherwise provided (under the homeownership option), the PHA may limit homeownership assistance to families or purposes defined by the PHA, and may prescribe additional requirements for commencement of homeownership assistance for a family. Any such limits or additional requirements must be described in the PHA administrative plan.

If the PHA limits the number of families that may participate in the homeownership option, the PHA must establish a system by which to select families to participate.

CHA Policy

All families interested in the HCV Homeownership program that meet the eligibility requirements as defined in the HOP may participate.

4. Eligible Units [24 CFR 982.628]

In order for a unit to be eligible, the PHA must determine that the unit satisfies all of the following requirements:

- The unit must meet HUD’s eligible housing requirements. The unit may not be any of the following:
 - A public housing or Indian housing unit;
 - A unit receiving HCV project-based assistance;
 - A nursing home, board and care home, or facility providing continual psychiatric, medical or nursing services;
 - A college or other school dormitory;

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- On the grounds of penal, reformatory, medical, mental, or similar public or private institutions.
- The unit must be under construction or already exist at the time the family enters into the contract of sale.
- The unit must be a one-unit property or a single dwelling unit in a cooperative or condominium.
- The unit must have been inspected by the PHA and by an independent inspector designated by the family.
- The unit must meet Housing Quality Standards
- For a unit where the family will not own fee title to the real property (such as a manufactured home), the home must have a permanent foundation and the family must have the right to occupy the site for at least 40 years.
- For PHA-owned units all of the following conditions must be satisfied:
 - The PHA informs the family, both orally and in writing, that the family has the right to purchase any eligible unit and a PHA-owned unit is freely selected by the family without PHA pressure or steering;
 - The unit is not eligible housing;
 - The PHA obtains the services of an independent agency to inspect the unit for compliance with HQS, review the independent inspection report, review the contract of sale, determine the reasonableness of the sales price and any PHA provided financing. All of these actions must be completed in accordance with program requirements.

The PHA must not approve the unit if the PHA has been informed that the seller is debarred, suspended, or subject to a limited denial of participation.

5. Additional PHA Requirements for Search and Purchase [24 CFR 982.629]

It is the family's responsibility to find a home that meets the criteria for voucher homeownership assistance. The PHA may establish the maximum time that will be allowed for a family to locate and purchase a home, and may require the family to report on their progress in finding and purchasing a home. If the family is unable to purchase a home within the maximum time established by the PHA, the PHA may issue the family a voucher to lease a unit or place the family's name on the waiting list for a voucher.

CHA Policy

The family will be allowed 180 days to identify a unit and submit a sales contract for review. The family will be allowed an additional 180 days to close on the home. CHA

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may grant extensions to either of these periods for good cause. The length of the extension(s) will be determined on a case-by-case basis.

All requests for extensions must be submitted in writing to the CHA prior to the expiration of the period for which the extension is being requested. The CHA will approve or disapprove the extension request within 10 calendar days. The family will be notified of the CHA's decision in writing.

During these periods, the family will continue to receive HCV rental assistance in accordance with any applicable lease and HAP contract until the family vacates the rental unit for its purchased home.

The family will be required to report their progress on locating and purchasing a home to the CHA monthly.

If the family cannot complete the purchase of a unit within the maximum required timeframe, and is not receiving rental assistance under a HAP contract at the time the search and purchase time period expires, the family will be issued a voucher to lease a unit.

6. Homeownership Counseling [24 CFR 982.630]

Before commencement of homeownership assistance for a family, the family must attend and satisfactorily complete the pre-assistance homeownership and housing counseling program required by the PHA. HUD suggests the following topics for the PHA-required pre-assistance counseling:

- Home maintenance (including care of the grounds)
- Budget and money management
- Credit Counseling
- How to negotiate the purchase price of a home
- How to obtain homeownership financing and loan pre-approvals, including a description of types of financing that may be available, and the pros and cons of different types of financing
- How to find a home, including information about homeownership opportunities, schools and transportation in the PHA jurisdiction
- Advantages of purchasing a home in an area that does not have a high concentration of low-income families and how to locate homes in such areas
- Information on fair housing, including fair housing lending and local fair housing enforcement agencies; and
- Information about the Real Estate Settlement Procedures Act (12 U.S.C. 2601 et seq.) (RESPA), state and Federal truth-in-lending laws, and how to identify and avoid loans with oppressive terms and conditions

The PHA may adapt the subjects covered in pre-assistance counseling (as listed) to local circumstances and the needs of individual families.

The PHA may also offer additional counseling after commencement of homeownership assistance (ongoing counseling). If the PHA offers a program of ongoing counseling for participants in the homeownership option, the PHA shall have discretion to determine whether the family is required to participate in the ongoing counseling.

If the PHA does not use a HUD-approved counseling agency to provide the counseling, the PHA should ensure that its counseling program is consistent with the counseling provided under HUD’s Housing Counseling Program.

CHA Policy

Families must attend pre-homeownership counseling and post-purchase ongoing homeownership counseling.

7. Home Inspections, Contract of Sale and PHA Disapproval of Seller [24 CFR 982.631]

a. Home Inspections

The PHA may not commence monthly homeownership assistance payments or provide down payment assistance grants for a family until the PHA has inspected the unit and has determined that the unit passes HQS.

An independent professional inspector selected and paid for by the family must also inspect the unit. The independent inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, roofing, plumbing, electrical and heating systems. The independent inspector must be qualified to report on property conditions, including major building systems and components.

The PHA may not require the family to use an independent inspector selected by the PHA. The independent inspector may not be a PHA employee or contractor, or other person under control of the PHA. However, the PHA may establish standards for qualification of inspectors selected by families under the homeownership option.

The PHA may disapprove a unit for assistance based on information in the independent inspector’s report, even if the unit was found to comply with HQS.

b. Contract of Sale

Before commencement of monthly homeownership assistance payments or receipt of a down payment assistance grant, a member or members of the family

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must enter into a contract of sale with the seller of the unit to be acquired by the family. The family must give the PHA a copy of the contract of sale which must:

- Specify the price and other terms of sale by the seller to the purchaser;
- Provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser;
- Provide that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser;
- Provide that the purchaser is not obligated to pay for any necessary repairs; and
- Contain a certification from the seller that the seller has not been debarred, suspended, or subject to a limited denial of participation under 24 CFR part 2424.

c. Disapproval of a Seller (24 CFR 982.628(c))

In its administrative discretion, the PHA may deny approval of a seller for the same reasons a PHA may disapprove an owner under the tenant-based HCV program (24 CFR 982.306(c)).

CHA Policy

When the family locates a home they wish to purchase and submits a copy of their purchase offer/contract, the CHA will conduct a housing quality standards (HQS) inspection within 10 calendar days. Any items found not to meet HQS must be repaired before the unit can be determined eligible for the homeownership program.

The family must hire an independent professional inspector, whose report must be submitted to the CHA for review. This inspector must be a member of the American Society of Home Inspectors (ASHI) or other recognized professional society, or a licensed engineer. The inspector may not be a CHA employee.

The CHA will review the professional report in a timely fashion and, based on the presence of major physical problems, may disapprove the purchase of the home.

If the CHA disapproves the purchase of a home, the family will be notified in writing of the reasons for the disapproval.

The CHA will not conduct HQS inspections while the family is receiving homeownership assistance.

8. Financing [24 CFR 982.632]

The PHA may establish requirements for financing purchase of a home under the homeownership option. This may include requirements concerning qualification of lenders, terms of financing, restrictions concerning debt secured by the home,

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lender qualifications, loan terms, and affordability of the debt. The PHA must establish policies describing these requirements in the administrative plan.

The PHA may not require that families acquire financing from one or more specified lenders, thereby restricting the family's ability to secure favorable financing terms.

CHA Policy

As a check against predatory lending, the CHA will review the financing of each purchase transaction, including estimated closing costs. The CHA will review the loans for features, such as balloon payments, adjustable rate mortgages, and unusually high interest rates, all of which are prohibited. The CHA also will not approve "seller financing" or "owner-held" mortgages. Beyond these basic criteria, the CHA will rely on the lenders to determine that the loan will be best for and affordable to participants.

The mortgage the family applies for must require a minimum down payment of at least 3% of the sales price with 1% of the down payment coming from the purchaser's personal funds. The CHA will not require that the family have any more than the minimum of 1% of their own money in the transaction. However, in cases where a lender is requiring a larger amount, the family may be held to the underwriting guidelines set by their lending institution.

The CHA will approve a family's request to utilize its Family Self-Sufficiency escrow account for down payment and/or closing costs when purchasing a unit under the HCV homeownership option.

9. Continued Assistance Requirements; Family Obligations [24 CFR 982.633]

Homeownership assistance may only be paid while the family is residing in the home. If the family moves out of the home, the PHA may not continue homeownership assistance after the month when the family moves out. The family or lender is not required to refund to the PHA the homeownership assistance for the month when the family moves out.

Before commencement of homeownership assistance, the family must execute a statement in which the family agrees to comply with all family obligations under the homeownership option.

The family must comply with the following obligations:

- The family must comply with the terms of the mortgage securing debt incurred to purchase the home, or any refinancing of such debt;
- The family may not convey or transfer ownership of the home, except for purposes of financing, refinancing, or pending settlement of the estate of a

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deceased family member. Use and occupy of the home are subject to 24 CFR 982.551(h) and (i);

- The family must supply information to the PHA or HUD as specified in 24 CFR 982.551(b). The family must further supply any information required by the PHA or HUD concerning mortgage financing or refinancing, sale or transfer of any interest in the home, or homeownership expenses;
- The family must notify the PHA before moving out of the home;
- The family must notify the PHA if the family defaults on the mortgage used to purchase the home;
- The family must comply with the terms of the mortgage securing debt incurred to purchase the home, or any refinancing of such debt;
- No family member may have an ownership interest in any other residential property
- The family must comply with the obligations of a participant family described in 24 CFR 982.551, except for the following provisions which do not apply to assistance under the homeownership option: 24 CFR 982.551(c) (d) (e) (f) (g) and (j).

CHA Policy

The CHA does not conduct any additional inspections after the family moves into the unit.

10. Maximum Term of Homeownership Assistance (24 CFR 982.634)

Except in the case of a family that qualifies as an elderly or disabled family, other family members (described below) shall not receive homeownership assistance for more than the following time:

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

The maximum term described above applies to any member of the family who:

- Has an ownership interest in the unit during the time that homeownership payments are made; or
- Is the spouse of any member of the household who has an ownership interest in the unit during the time homeownership payments are made

In the case of an elderly family, the exception only applies if the family qualifies as an elderly family at the start of homeownership assistance. In the case of a disabled

family, the exception applies if at any time during receipt of homeownership assistance the family qualifies as a disabled family.

If, during the course of homeownership assistance, the family ceases to qualify as a disabled or elderly family, the maximum term becomes applicable from the date homeownership assistance commenced. However, such a family must be provided at least 6 months of homeownership assistance after the maximum term becomes applicable (provided the family is otherwise eligible to receive homeownership assistance).

If the family has received such assistance for different homes, or from different PHAs, the total of such assistance terms is subject to the maximum term described in this part.

11. Homeownership Assistance Payments and Homeownership Expense [24 CFR 982.635]

The monthly homeownership assistance payment is the lower of: the voucher payment standard minus the total tenant payment, or the monthly homeownership expenses minus the total tenant payment.

In determining the amount of the homeownership assistance payment, the PHA will use the same payment standard schedule, payment standard amounts, and subsidy standards as those described elsewhere in this plan for the Housing Choice Voucher Program.

The PHA may pay the homeownership assistance payments directly to the family, or at the PHA's discretion, to a lender on behalf of the family. If the assistance payment exceeds the amount due to the lender, the PHA must pay the excess directly to the family.

Homeownership assistance for a family terminates automatically 180 calendar days after the last homeownership assistance payment on behalf of the family. However, a PHA may grant relief from this requirement in those cases where automatic termination would result in extreme hardship for the family.

The PHA may adopt policies for determining the amount of homeownership expenses to be allowed by the PHA in accordance with HUD requirements.

Homeownership expenses (not including cooperatives) only include amounts allowed by the PHA to cover:

- Principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance purchase of the home;
- Real estate taxes and public assessments on the home;

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- Home insurance;
- The PHA allowance for maintenance expenses;
- The PHA allowance for costs of major repairs and replacements;
- The PHA utility allowance for the home;
- Principal and interest on mortgage debt incurred to finance costs for major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the PHA determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person;
- Land lease payments where a family does not own fee title to the real property on which the home is located; [24 CFR 982.628(b)].
- For a condominium unit, condominium operating charges or maintenance fees assessed by the condominium homeowner association.

CHA Policy

The CHA's housing assistance payment will be paid directly to the family. It will be the family's responsibility to make the entire payment to the lender. The CHA may make an exception if the family requests the payment to go directly to the lender, and this arrangement is acceptable to the mortgage company. If the assistance payment exceeds the amount due to the lender, the CHA must pay the excess directly to the family.

The CHA will not grant relief under any circumstances, from the requirement to automatically terminate homeownership assistance 180 calendar days after the CHA makes the last housing assistance payment on behalf of the family.

The CHA will allow the following homeownership expenses:

Monthly homeownership payment. This includes principal and interest on initial mortgage debt, taxes and insurance, and any mortgage insurance premium, if applicable.

Utility Allowance. The CHA utility allowance for the unit, based on the current HCV utility allowance schedule.

Monthly maintenance allowance and monthly major repair/replacement allowance. The amount of the combined monthly maintenance allowance and the monthly major repair/replacement allowance will be \$55

Age of Home	% of purchase price allowed
New to 20 years	.5
21 to 30 years	1.0
31 to 40 years	1.5
41 to 50 years	2.0
51 years plus	2.5

Monthly co-op/condominium assessments. If applicable, the monthly amount of co-op or condominium association operation and maintenance assessments.

Monthly principal and interest on debt for improvements. Principal and interest for major home repair, replacements, or improvements, if applicable.

Homeownership expenses for a cooperative member may only include amounts allowed by the PHA to cover:

- The cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home;
- Principal and interest on initial debt incurred to finance purchase of cooperative membership shares and any refinancing of such debt;
- Home insurance;
- The PHA allowance for maintenance expenses;
- The PHA allowance for costs of major repairs and replacements;
- The PHA utility allowance for the home;
- Principal and interest on debt incurred to finance major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the PHA determines that allowance of such cost as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person; and
- Cooperative operating charges or maintenance fees assessed by the cooperative homeowner association.

12. Portability [24 CFR 982.636, 982.637, 982.353(b) (c), 982.552, 982.553]
Subject to the restrictions on portability included in HUD regulations and PHA policies, a family may exercise portability if the receiving PHA is administering a voucher homeownership program and accepting new homeownership families. The

receiving PHA may absorb the family into its voucher program, or bill the initial PHA.

The family must attend the briefing and counseling sessions required by the receiving PHA. The receiving PHA will determine whether the financing for, and the physical condition of the unit, are acceptable. The receiving PHA must promptly notify the initial PHA if the family has purchased an eligible unit under the program, or if the family is unable to purchase a home within the maximum time established by the PHA.

13. Moving with Continued Assistance [24 CFR 982.637]

A family receiving homeownership assistance may move with continued tenant-based assistance. The family may move with voucher rental assistance or with voucher homeownership assistance. Continued tenant-based assistance for a new unit cannot begin so long as any family member holds title to the prior home.

The PHA may deny permission to move to a new unit with continued voucher assistance as follows:

- Lack of funding to provide continued assistance;
- At any time, the PHA may deny permission to move with continued rental or homeownership assistance in accordance with 24 CFR 982.638, regarding denial or termination of assistance;
- In accordance with the PHA's policy regarding number of moves within a 12-month period.

The PHA must deny the family permission to move to a new unit with continued voucher rental assistance if:

- The family defaulted on an FHA-insured mortgage; and
- The family fails to demonstrate that the family has conveyed, or will convey title to the home, as required by HUD, to HUD or HUD's designee; and the family has moved, or will move, from the home within the period established or approved by HUD.

CHA Policy

For families participating in the homeownership option, requests to move will be approved and/or denied in accordance with CHA policies;

The CHA will require additional counseling of any families who move with continued assistance.

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14. Denial or Termination of Assistance [24 CFR 982.638]

At any time, the PHA may deny or terminate homeownership assistance in accordance with HCV program requirements in 24 CFR 982.552 (grounds for denial or termination of assistance) or 24 CFR 982.553 (crime by family members).

The PHA may also deny or terminate assistance for violation of participant obligations described in 24 CFR Parts 982.551 or 982.633 and in accordance with its own policy.

The PHA must terminate voucher homeownership assistance for any member of family receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage (whether FHA insured or non-FHA) securing debt incurred to purchase the home, or any refinancing of such debt.

CHA Policy

The CHA will terminate a family's homeownership assistance if the family violates any of the homeowner obligations listed in Section 1, as well as for any of the reasons listed in Section 2 of HUD form 52649, Statement of Homeowner Obligations Housing Choice Voucher Homeownership Program.

In making its decision to terminate homeownership assistance, the CHA will consider alternatives and other factors. Upon consideration of such alternatives and factors, the CHA may, on a case-by-case basis, choose not to terminate assistance.

Termination notices will be sent in accordance with the requirements and policies set forth.

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.
- **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
 - b. Up to 10% of all inspections (including unit turns)
 - c. Up to 5% of all work order requests
 - d. Between 10% and 20% of all transfers
 - e. Between 10% and 20% of all executed HAP contracts (HCV Only)
 - f. Between 10% and 100% of all incoming portables (HCV Only)
 - g. Between 10% and 100% of all outgoing portables (HCV Only)

h. Between 10% and 100% of all approved rent increases (HCV Only)

- 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.

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, 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 HCV 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.

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.

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- 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 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.

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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.

J. HCV OVER-PAYMENT 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.

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CHAPTER 18 – DEBTS OWED TO THE CHA

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 (HCV 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 terms may be extended to a maximum of twenty-four (24) months from effective date of re-payment agreement.

1. Terms and Conditions of Payment Agreement

The CHA will set the terms and conditions of the re-payment agreement.

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2. Payment Agreement Execution

The CHA will only enter into a re-payment agreement with the Head of Household.

3. 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.

4. 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.

5. 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.

6. 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.

<u>Amount Owed</u>	<u>Period to Repay</u>	<u>Monthly Payments</u>
\$0.00 - \$ 999	1-6 months	\$ 15.00 - \$167.00
\$1,000 - \$1,999	7- 10 months	\$143.00 - \$200.00
\$2,000 - \$2,999	11-15 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

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CHAPTER 18 – DEBTS OWED TO THE CHA

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 and may proceed with termination of assistance.

Participants who default more than 2 times during the term of the repayment agreement may be subject to termination of assistance.

7. 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.

8. Hardship

See Appendix P: Hardship Policy

9. 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.

10. 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

11. 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:

- a. The family size has exceeded the minimum occupancy standards;
- b. The HAP contract has been terminated due to owner non-compliance or where the owner has opted out of the contract (HCV only);
- c. The move is the result of an approved reasonable accommodations request;
- d. 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.

12. Request for grievance

Under this policy as it relates to "Re-Payment Agreements", the family may request a grievance for the following reasons:

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CHAPTER 18 – DEBTS OWED TO THE CHA

- a. The CHA refuses to enter into a re-payment agreement
- b. The family is in default of a re-payment agreement and has been denied a hardship exception
- c. CHA has moved to terminate assistance for default under an existing re-payment agreement
- d. CHA refuses to enter into an additional agreement where an existing “Re-Payment Agreement” has not been satisfied in full
- e. The family has requested to move to another unit while in default under the terms of an existing re-payment agreement

B. HOUSING CHOICE VOUCHER OWNER DEBTS TO THE CHA (HCV 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 (HCV 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.

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.

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CHAPTER 19 – COMPLAINTS AND APPEALS

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 (HCV 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 (HCV Only)
- A CHA determination not to grant approval of the tenancy
- Determination that unit is not in compliance with HQS (HCV Only)
- Determination that unit is not in accordance with HQS due to family size or composition (HCV Only)

1. 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.

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.

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CHAPTER 19 – COMPLAINTS AND APPEALS

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 (HCV Only, for Public Housing See Appendix B: PH GRIEVANCE POLICY)

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
- 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

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- 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
- A CHA determination not to approve a unit or Lease
- A CHA determination that an assisted unit is not in compliance with HQS (CHA must provide hearing for family breach of HQS because that is a family obligation determination)
- A CHA determination that the unit is not in accordance with HQS because of the family size
- A CHA determination to exercise or not exercise any right or remedy against the owner under a HAP contract

1. 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.

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.

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CHAPTER 19 – COMPLAINTS AND APPEALS

- 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

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.

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CHAPTER 19 – COMPLAINTS AND APPEALS

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.

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.

1. 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.

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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 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 (HCV Only)

1. 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).

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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.

2. CHA Review Procedure

The written objection will be reviewed by the HCV 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.

- 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.

3. 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.

4. 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.

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CHAPTER 19 – COMPLAINTS AND APPEALS

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

The CHA may deny or terminate assistance for a household because of the household's action or failure to act. The CHA will provide the household with a written description of the resident obligations (via the Lease and resident handbook), the grounds under which the CHA can deny or terminate the Lease, and the CHA's grievance procedures. This chapter describes when the CHA is required to deny or terminate the Lease,

A. GROUNDS FOR DENIAL/TERMINATION

If denial or termination is based upon behavior resulting from a documented 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.

1. 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
- Refusing to enter into a lease

Termination of assistance for a Participant may include terminating the Lease.

2. Mandatory Denial and Termination

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 and terminate assistance for program Participants if the CHA determines that any member of the Household is subject to a 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 registration requirement under a State sex offender registration program.

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The CHA must terminate program assistance for serious and repeated violation of the Lease, which include but are not limited to, the failure to pay rent, drug activity and criminal activity, per 24 CFR 966.4(f) and 24 CFR 966(l)(a).

The CHA must deny admission to the program for an applicant or terminate the Lease for a Participant if any member of the family fails to sign and submit consent forms for obtaining information

The CHA must deny admission or terminate assistance when required under the regulations to establish citizenship or eligible immigration status.

3. Grounds for Denial or Termination of Housing

The CHA may deny program assistance for an applicant, or terminate program housing 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 the CHA Lease.
- If any family member or guest has violated the CHA Lease not to engage in any drug-related criminal activity.
- If any family member or guest has violated 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 HCV or public housing assistance under the 1937 Act.
- 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.
- 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.

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- 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. § 960.204. 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 at least (1) mandatory “Good Neighbor Training” session without good cause.
- The family has failed to pay to 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

1. 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

2. 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.

3. 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.

4. 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. CHA may also deny admission to applicants who fail to meet criteria established in Chapter 2.

"Engaged in or engaging in" violent criminal activity means any act 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.

5. 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 ineligible for admission to the housing programs—or 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 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 sex offender registration requirement.

6. Termination of Assistance for Drug-related Criminal Activity or Violent Criminal Activity

Under 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 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.

Under 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.

7. Notice of Termination of Assistance

In any case where the CHA decides to terminate the lease to the family, the CHA must give the family notice as provided herein below:

- The reason(s) for the proposed termination;
- The effective date of the proposed termination;
- The family’s right, if they disagree, to request a grievance hearing (in accordance with Appendix B), to be held prior to the termination of assistance (if applicable) and the date by which a request for a grievance must be received by the CHA

If the family vacates the unit without properly notifying the CHA the family waives its right to a thirty (30) day 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.

8. 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

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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.

9. 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.

10. 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.

11. 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.

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.

C. PROCEDURES FOR NON-CITIZENS

1. 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.

2. 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.

3. 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).

D. 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.

E. ENDING THE LEASE

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

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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.

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

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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.

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

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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;
- b) 14-Day Notice with the right to a grievance hearing in the case of failure to pay rent or other charges due to the CHA; and,
- c) 30-Day Notice for all other lease violations with the right to a grievance hearing.

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

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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 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.

F. 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 Policy is attached in Appendix B.

G. 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.

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H. 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.

I. 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, the Lease incorporates other policies and regulations by reference. The additional policies and regulations which 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.

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.

A. GROUNDS FOR DENIAL/TERMINATION

If denial or termination is based upon behavior resulting from a documented 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.

1. 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 lease
- Terminating housing assistance payments under an outstanding HAP contract
- Refusing to process or provide assistance under portability procedures

2. 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.

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.

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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 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 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.

3. 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.
- If any family member or guest has violated the family obligation under 24 CFR 982.551 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 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.

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- The family currently owes rent or other amounts to the CHA or to another PHA in connection with HCV 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.
- 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.
- 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.
- 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 “Good Neighbor 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

1. 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

2. 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.

3. 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.

4. 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.

5. 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 ineligible for admission to the housing programs for a seven (7) year period beginning on the date of such eviction or termination.

The CHA will deny admission if any member of the Household is subject to a 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 sex offender registration requirement.

6. Termination of Assistance for Drug-related Criminal Activity or Violent Criminal Activity

Under the family obligations listed at 24 CFR 982.551, 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 or a pattern of bad behavior:

1. Assistance will be terminated for participants who have committed or engaged in drug-related or violent criminal activity during participation in this or any other federal housing program, and
2. 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.

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7. 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.

8. 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.

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9. 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, DSS placement or court-awarded custody of a child within ten (10) calendar days. All required documentation (proof of birth, social security card, etc) shall be provided within

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- 120 days of birth, adoption, DSS placement 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) calendar 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.
 - Attend any CHA required training sessions.
 - 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.
 - An assisted family, or members of the family, may not receive HCV 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

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or in accordance with HUD requirements) federal, State or local housing assistance program.

- As an applicant for HCV housing assistance, or as a participant, in the HCV 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, HCV housing assistance. If we should discover that any utility account is inactive at any time during your participation in the CHA HCV Program, you may be terminated from the HCV Program.

1. 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.

2. Enforcing Family Obligations: Explanations and Terms

Promptly

When used with the family obligations, promptly always means "within ten (10) calendar 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).

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

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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.

- 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 982.551 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.
- Persons who currently owe rent or other amounts to the CHA or to another PHA in connection with HCV or public housing assistance under the 1937 Act.
- Persons who have engaged in or threatened abusive or violent behavior toward CHA personnel.

3. 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.

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- A statement as to whether the family member is temporarily or permanently absent.

4. 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.

D. PROCEDURES FOR NON-CITIZENS

1. 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.

2. 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.

3. 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. HCV ZERO (\$0) ASSISTANCE TENANCIES HAP CONTRACTS

During the initial lease up the CHA will not enter into a contract if the subsidy amount is zero dollars. 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.

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.

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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 (HCV Only)
- Housing Quality Standards and Inspections
- Recertification
- Appeals
- Occupancy Training

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. INTRODUCTION TO CONTRACT TERMINATION

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.

J. 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.

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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 HCV contract is terminated, the family is responsible for the total amount of rent due to the owner. CHA will not be responsible for any rent due to the owner under any circumstances. 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.

K. 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.

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:

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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 fully 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.

L. 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:

- 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.

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- 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”.

1. 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

2. 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

3. 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.

4. 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.

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.

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M. 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.
- 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

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 HCV 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:
 - 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;

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CHAPTER 22 – HCV OWNER DISAPPROVAL AND RESTRICTION

- 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.

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.

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CHAPTER 22 – HCV OWNER DISAPPROVAL AND RESTRICTION

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.

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APPENDIX A:
CHARLOTTE HOUSING AUTHORITY - COMMUNITIES WITH UNITS
COVERED BY THIS HOP

Project Number	Community Name	No. PH Units	Year Constructed
NC19P003-031	The Park @ Oaklawn ¹	89	2002
NC19P003-003	Southside Homes	394	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 High Rise	170	1971
NC003000058	Strawn Cottages	122	1971
NC19P003-009	Arbor Glen 50 ³	29	1970
NC19P003-009	Arbor Glen I ³	60	2002
NC19P003-032	Arbor Glen II ³	40	2003
NC19P003-035	Arbor Glen III ³	12	2005
NC003000060	Boulevard Seniors (in development) ³	0	2012
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	163	1978
NC19P003-20	Tall Oaks	79	1985

³ Boulevard Seniors is the first phase of the HOPE VI redevelopment of the Boulevard Homes site,

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Project Number	Community Name	No. PH Units	Year Constructed
NC19P003-21-P	Mallard Ridge	35	1982
NC003000020	Savanna Woods	49	1983
NC003000037	McAden Park	30	2007
NC003046	Springcroft at Ashley Park	18	2009
NC19P003-22	Hall House	191	1983
NC19P003-23	Tarlton Hills	21	1985
NC19P003-24	Robinsdale	30	1985
NC19P003-25	Gladedale	49	1983
NC19P003-26	Wallace Woods	48	1989
NC19P003-93	Claremont	50	1984
NC19P003-95	Victoria Square	32	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

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APPENDIX A – PUBLIC HOUSING COMMUNITIES

Project Number	Community Name	No. PH Units	Year Constructed
NC003045	Seigle Point Apartment Homes ⁴	102	2009
NC003048	McAlpine Terrace	26	1990
NC003000044	940 Brevard	40	2008
NC19P003054	Seneca Woods	17	1992
NC003000053	Ashley Square	22	2009
NC003000054	Hampton Creste	60	1967+
NC003000059	McMullen Woods	21	1993
NC003000057	Woodlawn House	52	1973
NC003000051	McCreesh Place	63	2011
NC003000055	Moore Place	34	2012
NC003000056	Steele Creek	60	2011
NC003000050	Fairmarket Square	16	1990
	Mill Pond (PBS8 only)	51	2008
	YWCA Families Together (PBS8 only)	10	2008
	Cherry Gardens (PBS8 only)	11	2010

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.

⁴ Seigle Point is the HOPE VI revitalization of the former Piedmont Courts site.

APPENDIX B:
PUBLIC HOUSING GRIEVANCE POLICY
LAST AMENDED: JUNE 19, 2012

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.

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 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.³

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 about the resident's grievance, and the specific reasons for the Authority's decision. The summary will also describe the procedures the resident must

³ 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.

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.

- (c) Upon the expiration of that 30 day period, the Authority will submit to its Commissioners serving on the Client Relations Committee 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 serving on the Client Relations Committee 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

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.
 - (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;

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.

- (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 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.

H. 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.
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 the 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.

I. 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 Manager). 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 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:

13. Emergency Administrative
14. Domestic Violence
15. Medical /Reasonable Accommodation
16. Administrative
17. Over-housed/Under-housed

**APPENDIX D:
PUBLIC HOUSING USE OF COMMON AREAS POLICY
LAST AMENDED: JUNE 19, 2012**

ALL COMMON AREAS

1. A request for use of the 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 for events with 50 or more expected guests. 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 disapproval of the proposal. Said letter shall specifically state the reason for the disapproval of the proposal.

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5. If the Resident Organization (or Resident Advisory Council) and the Housing Manager both approve the proposal, the proposal shall then be presented to the Regional Property Manager, Risk Manager, 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 outdoor 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.
12. 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.

INDOOR COMMON AREAS

1. Proposals for community activities sponsored by a resident which involve the indoor 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

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the manager and the Residents' Organization president and posted in a central location in each community. Proposals shall be approved or denied on a non-discriminatory basis in accordance with applicable law.

2. **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.
3. **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.
4. 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 and cannot exceed occupancy limits. Children (including non-head of household teenagers) must be chaperoned and supervised at all times.
5. 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.
6. Community Room is reserved on a first-come, first-serve basis. Maximum reservation time is for a period of 6 hours only (between the hours of 7AM and 10PM), 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.
7. 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.
8. 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.

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9. **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.
10. 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.
11. 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.
12. 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.
13. No alcoholic beverages are allowed in the Community Room or the common areas of (*insert community name*) at any time.
14. The Community Room may only be reserved by a Resident for a maximum of 12 occasions each year.
15. Windows are not allowed to be covered, without management approval.
16. Furniture is not to be removed from the Community Room, nor is any furniture, rugs brought into the room, without management approval.
17. 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.

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APPENDIX D – PH USE OF COMMON AREAS POLICY

18. 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 and may be subject to lease termination.

19. 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.

Remember Residents are responsible for their actions, their guests actions and the actions of other persons under their control.

**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 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. Residents are required to register their vehicle(s) with CHA. No Household will be allowed to register and park more than 2 vehicles on the premises. 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 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. A 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 not 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.

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8. In the event of any change in the North Carolina General Statutes or the City 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.

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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 otherwise interfere with the performance of the contractor.

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- 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.
- 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

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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.
 - 5.5.2 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.
 - 5.5.3 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.
- 5.6 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)
- 5.6.2 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.
 - 5.6.3 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

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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

5.6.4 The following acts are prohibited in the installation, maintenance, and use of the satellite dish:

5.6.4.1 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.

5.6.4.2 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.

5.6.4.3 Holes may not be drilled through the walls in order to install the cable wiring between the dish and the television.

5.6.4.4 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.

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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;

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- 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 19, 2012

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 (This policy does not apply to service animals as defined by HUD regulations).

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.

These rules are part of the Dwelling Lease between the Housing Authority and the resident by reference and are enforceable accordingly.

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.
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.

Housing Occupancy Plan

APPENDIX H – PUBLIC HOUSING PET POLICY

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 refundable pet deposit of \$500.00 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. If requested, the Manager will allow the pet deposit to be paid monthly as an addition to the amount of rent due each month until the entire pet deposit has been made. 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 provide a list of expenses and 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 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

Housing Occupancy Plan

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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.
- 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

Housing Occupancy Plan

APPENDIX H – PUBLIC HOUSING PET POLICY

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.
- 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

Housing Occupancy Plan

APPENDIX H – PUBLIC HOUSING PET POLICY

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 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
Housing**

Alternative, temporary housing provided by the Authority, 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.
- The Property Manager will be available to provide information and assistance to the Charlotte Fire Department and the Charlotte-Mecklenburg Police Department.

Housing Occupancy Plan

APPENDIX I – PUBLIC HOUSING FIRE POLICY

- 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
- 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 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

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- 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.
- 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)

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- 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

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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

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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 _____

 - Who Started fir (if known)? _____
 - Were multiple units damaged because of this fire? _____
 - (If yes, list unit addresses) _____

 - Were there any fatalities? _____
 - If yes, list names(s) _____
 - Per the Charlotte Fire Department (or other agency), will this family need to be re-housed because this unit has been declared uninhabitable? _____
-

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

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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:

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;

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;

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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:

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 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.

5.4 Emergencies. In extraordinary circumstances involving an emergency or other unusual circumstance, for good cause shown, the CHA Resident Safety

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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.

HCV. **Procedure for Appeal of a “Notice of Banning” Immediately After Issuance.**

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.

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

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APPENDIX J – LIMITED ACCESS AND BANNING POLICY

ten (10) business days described above in HCV 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 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: JUNE 19, 2012

Conventional Public Housing Programs
Apartment Lease
Housing Authority of the City of Charlotte
1301 South Blvd, Charlotte, NC 28203

Resident(s):	Unit ID NO.
Tenant Code:	No. of Bedrooms:
Residents Address:	Security Deposit:
Zip Code:	
Site Name:	Occupancy Date:
Site Address	
Site Tel. No	Anniversary Month:

Witnesseth That:

NOTE: All policies referred to in this Lease are part of the Authority’s “Housing Occupancy Plan” (HOP), a copy of which is posted in the Property Manager’s office and incorporated herein by reference.

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. THE HOUSEHOLD: The Household shall be defined as the Resident and/or one or more persons sharing residency whose income and resources are available to meet the needs of the Household, as further defined in the HOP. The Authority must approve all additions to the Household, including a “live-in aide” as defined by regulations of the U.S. Department of Housing and Urban Development (HUD Regulations), and reserves the right to refuse admission or continued occupancy to household members who do not meet criteria as outlined in the HOP and/or HUD Regulations. The resident agrees that no person who has not been listed herein as a member of the Household shall occupy the unit or any part thereof without the prior approval of the Authority. A violation of this provision shall be considered a serious and material violation of the Lease.

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Name	Relationship to the Resident	Date of Birth	Last 4 digits of Social Security #	Sex
	Head of Household			

2. RENT: Resident, upon signing this Lease, agrees to pay the initial rent (pro rata) for the first month in the amount of \$_____ which is due and payable prior to the first day of occupancy. 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 personal check, cashier's check or money order and mailed to the Authority's Central Office at P. O. Box 36795, Charlotte, NC 28236 or hand delivered to the Authority Central Office. A service charge of twenty dollars (\$20.00) will be charged to any Resident whose personal check is returned unpaid by the bank. Tenants who have submitted two (2) personal checks that have been returned for insufficient funds shall be required to make all future payments by cashier's check or money order.

If rent is not paid by the fifth (5th) day of the month, Resident will be sent a fourteen (14) calendar day notice of Lease termination. The Authority will not accept personal checks after a 14-day late notice is issued. 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. If Resident pays the full amount owed, including court costs, prior to the entry of the judgment, the Authority may accept the payment and dismiss the court action a maximum of three (3) times within the preceding twelve (12) month period.

3. LATE FEES: If rent is not paid by the (5th) day of the month, a late fee of fifteen dollars (\$15.00) will be charged.

4. SECURITY DEPOSIT: The security deposit shall be an amount equal to the greater of one month's rent or a fixed amount of \$150. In no event shall the fixed amount change or exceed two month's rent. The Resident must pay the full amount of the deposit on or before the occupancy date, unless waived by the Authority. 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 in accordance with HUD regulations and state law. Within thirty (30) calendar 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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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. Resident shall pay reasonable costs of repairs for damage to the unit, community facilities or other community areas intentionally or negligently caused by the Resident, the Household, guests or another person under the Resident’s or the Household’s control. All charges are due thirty (30) calendar days after Resident receives written notice of the charges.

6. UTILITIES: Resident will pay for any use over and above the allowed amount for utilities, if any. The charges for excess utilities are due thirty (30) calendar 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 unless otherwise terminated as provided herein and/or by HUD Regulations or state law. 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 (12) 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 (12) 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. Notwithstanding anything contained herein, Resident may terminate this lease by providing the Authority with a thirty (30) calendar days notice.

9. OCCUPANTS: The Unit shall be the Resident’s only residence and shall be used solely as a residence only for the Resident and the members of the Resident’s 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. 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

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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.

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 and no more than 60 calendar days total in a calendar year.

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 authority from the Resident to invite the person.

4. PREMISES: The building or complex or community in which the Resident’s 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) calendar 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 calendar 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. In addition, residents can request a transfer for other reasons,

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including domestic violence, reasonable accommodation, changes in household composition and administrative issues outlined in the HOP.

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. Within 14 calendar days of the request by the Authority, Resident agrees to 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 recertification times) any information received by the Resident from HUD 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 may be set from time to time by the Authority) Resident must report to the Manager every ninety (90) calendar 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.
9. **HARDSHIP EXEMPTION:** A Resident may qualify for a Hardship Exemption from the rent requirements of this Lease.
Residents who believe they may qualify for a Hardship Exemption MUST request the exemption from their Property Manager. The Authority will request that the Resident provide reasonable documentation as to 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.

A copy of the Hardship Policy is available in the Property Manager's office.

PART C: OBLIGATIONS OF THE AUTHORITY

The obligations of the Authority pursuant to the Lease shall include the following:

1. To maintain the Unit and the Development in a decent, safe and sanitary condition.
2. To comply with requirements of applicable building codes, housing codes and HUD regulations materially affecting health and safety.
3. To make necessary repairs, alterations and improvements to the Unit necessitated by normal

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wear and tear within a reasonable time. Damages or defects that cause hazards to life, health or safety will be handled in accordance with the HOP.

4. To keep community buildings, facilities and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition.

5. To maintain in good and safe working order and condition: electrical, plumbing, sanitary, heating, ventilation, air-conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by the Authority. If maintenance or repairs are necessary by reason of damages intentionally or negligently caused by the Resident, the Household, guests and/or other persons under the Resident's control, the reasonable cost of such maintenance or repairs shall be charged to the Resident.

6. 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.

7. To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage) 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.

8. To notify the Resident of: (a) of specific grounds for any proposed adverse action by the Authority (i.e. lease violation citations and conference agreements); and (b) when the Authority will afford the Resident an opportunity for a hearing under the Grievance Policy in the HOP. 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.

9. To provide Resident, at Resident's request, the opportunity to examine documents, records and regulations which are in the possession of the Authority that 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 directly 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. In the event that the unit is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the Resident and the Household, as determined by the Authority, the Authority shall repair the unit within a reasonable time or offer standard alternative accommodations, if available, to the Resident. The Resident shall pay reasonable charges for the repair of damages intentionally or negligently caused by the Resident, the Household, guests and/or other persons under the Resident's control. Rent abatement shall be offered to the Resident in proportion to the seriousness of the damage and loss in value as a dwelling unit if repairs are not made or accommodations not offered in compliance with HUD Regulations. There shall be no abatement of rent when the resident rejects alternate accommodations or if the Resident, the Household, guest and/or visitor caused the damage.

12. The Authority, by prior written approval, may consent to live-in aides 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 the primary use of the Unit as a residence by members of the Household.

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In the event that the Authority consents to a live-in aide occupying the Unit, those live-in aides 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. In addition, the live-in aide will sign a live-in aide agreement.

PART D: OBLIGATIONS OF THE RESIDENT

A. The Resident and the Household are further 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 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. The unit shall be the resident's only residence. The resident will relinquish any other federal housing assistance, including but not limited to a Housing Choice Voucher issued in this or any other jurisdiction.
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 herein by reference. 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 premises.
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 fixtures provided to Resident in a sanitary, safe and lawful manner; to follow the Housekeeping Policy as detailed in the HOP; to maintain, care for, and at all times keep free from litter, any space on the grounds of the Unit assigned to the Resident for exclusive use; to dispose of all garbage, rubbish and other waste material in a sanitary, safe and lawful manner in the designated and proper receptacles, and to comply with all obligations imposed upon Resident in the City of Charlotte by applicable laws, rules or regulations.
8. To use only as intended all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appurtenances, including elevators.
9. To not place fixtures, signs or fences in or around the Unit without prior written consent of the Authority.
10. 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.
11. To promptly report to the Authority any needed repairs to the Unit and to immediately report

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damages which cause hazards to life, health, safety, and property.

12. To not allow known banned person(s) in or around the premises.

13. To assure that member(s) of the Household shall not engage in any activity, on or off the premises, including but not limited to drug related criminal activity and criminal activity that threatens the health, safety, or right of peaceful enjoyment by other residents of other Residents, Authority employees, or persons resident in the immediate vicinity. (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).

14. To assure that while on the premises, guests and 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.

15. 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.

16. 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.

17. To follow the Authority's regulations and notices regarding safety and/or security.

18. To keep no dogs, cats or other animals in the Unit; however, upon payment of the pet deposit, the Resident and the Household may own or have a common household pet in accordance with the Authority's Pet Policy, incorporated herein by reference.

19. 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.

20. 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 per occurrence. Resident recognizes and acknowledges that Resident's personal property is not insured by the Authority. The Resident, the Household, guests and/or other persons under the Resident's control, shall not disable any smoke and/or carbon monoxide detector(s). Resident shall promptly inform the Authority of a malfunctioning smoke and/or carbon monoxide detector.

21. To leave the Unit in a clean condition, normal wear and tear excepted, and to return the keys to the Authority in the timeframe required by the Authority. Any property left by Resident in the Unit after he/she vacates will be considered as abandoned and may be disposed of according to applicable law.

22. 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. These funds shall be held in escrow pending the outcome of a hearing held in accordance with the Grievance Policy

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referred to in Part I 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.

23. 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.

24. To participate in and be in compliance with the Work Requirement Policy as outlined in the HOP when residing at a participating community. Residents at a non-participating community will be notified at least 60 calendar days prior to the required participation in the Moving Forward Work Requirement initiative.

25. All vehicles shall be parked and maintained in accordance with the Public Housing Motor Vehicle Policy in the HOP.

26. Sex Offender Registration. If the Resident and/or Household member is subject to a registration requirement under any state's sex offender laws, the registrant must be removed from the household or this Lease will be terminated, as provided by HUD regulations.

27. The Resident, the Household, guests and/or visitors shall not display, threaten to use, use or possess illegal firearms of any type, including a "B-B" gun, or use or threaten to use a knife, club or any other object perceived as a weapon against any person on the Authority property anywhere within the City of Charlotte. Further Residents, household members, guests or other persons' under the resident's control shall not display or brandish any weapon or object perceived as a weapon in a common area of a CHA property.

28. The Resident, the Household, guests and/or visitors shall not display, use or possess illegal firearms (operable or inoperable) or other illegal weapons as defined by the laws and courts of the State of North Carolina anywhere on the Authority property. Furthermore, residents may not display or brandish any weapon on common areas of Authority property.

29. Sublease. The Resident and/or the Household shall not lease or sublet the unit.

30. Residents and Household members shall neither invite nor permit individuals to enter the premises for non-legitimate purposes, including but not limited to sleeping at or on the premises, except Residents may invite guests as defined in B3 herein.

B. For purposes of this Lease:

1. "drug" means a controlled substance as defined by North Carolina law;
2. "drug-related criminal activity" means the illegal manufacture, sale, distribution, or use of a drug, or possession of a drug with intent to manufacture, sell, distribute, or use the drug on or off the premises;
3. "guest" means a person temporarily staying in the unit with the consent of the Resident or the Household with authority to consent on behalf of the Resident.
4. "visitor" means "a person under the Resident's control," which shall be further defined as a person not staying as a guest in the unit, but is or was present on the premises at the time of the activity in question because of an invitation from the Resident or the Household with authority to consent on behalf of the Resident;
5. "premises" means the building or complex or community in which the Resident's unit is located

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including common areas and grounds; and

6. “violent criminal activity” means any criminal activity that has one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

PART E: ENTRY OF UNIT

1. Other provisions of this Lease notwithstanding, the Authority may enter the unit occupied by the Resident after at least two (2) calendar days notice for the purpose of performing routine inspections and maintenance, for making improvement or repairs, or to show the unit for re-leasing. Entry shall be made during business hours except in cases of emergency. The notice shall be in writing, specifying the purpose of the entry. However, entry can be made at any time without notice when there is reasonable cause to believe that an emergency exists that is likely to endanger the life or health of persons or to destroy or damage property.
2. 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 only for serious or repeated violation of material provisions of this Lease or other good cause 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.
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 calendar days while the rent is delinquent. The unit and personal property therein shall be deemed abandoned if the Authority finds by clear evidence that the unit has been voluntarily vacated after the paid rental period has expired and the Authority has no notice of a disability that caused the vacancy. A presumption of abandonment shall arise ten (10) or more calendar days after the Authority has posted a notice of suspected abandonment inside and outside of the unit and has received no response from the Resident. In the event of abandonment, the Authority shall exercise its rights under state law to recover possession of the unit and dispose of the personal property.
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 the Public Housing Housekeeping Policy in the HOP.
9. Misrepresentation of any material fact(or intentional misrepresentation of any fact) in the

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application for housing, or in any statements submitted to the Authority.

10. Discovery after admission of facts that would have made the tenant ineligible including, but not limited to, any sex offender registration requirements. It is of no relevance whether the erroneous admission was due to the fault of the owner/agent, the Authority, or the applicant.

11. 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 ~~arrest~~ 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.

12. 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.

13. Threats to the health or safety of Authority employees.

14. Illegal use or possession of firearms and/or other weapons by Resident, Household, guests or persons under the resident's control.

15. Fires caused or aggravated by Resident's negligence or intentional act(s).

16. Permitting persons not on the Lease to live in the Unit, or allowing known banned persons in or around the premises.

17. Failure to follow notices and/or CHA rules and regulations.

18. 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.

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19. Failure to transfer to another site or unit when required by the Housing Authority, per the Public Housing Transfer Policy in the HOP.
20. Failure to accept the Authority's Offer of Lease Revision to the existing Lease within thirty (30) calendar days after the offer is made to the Resident.
21. Failure to abide by the Authority's policies regarding domestic violence, sexual assault, or stalking against a protected Tenant.
22. Failure to abide by the terms of the Authority's Limited Access and Banning Policy in the HOP.
23. Failure to abide by the terms of the Authority's Work Requirement Policy in the HOP.

The Authority may terminate this Lease and file proceedings against the Resident for purposes of evicting the Resident and the Resident's Household immediately upon any serious violation of any material term of this Lease.

PART G. RENTAL ASSISTANCE TERMINATION

Residents who fail to comply with the terms of the Work 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 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 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 Termination.

Termination: Termination will begin and the Participant's incentive account, if any, is forfeited due to non-compliance. For HCV 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 initial incident of probation will move directly to the Non-Compliance Period of the sanctions.

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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 third 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 notice for termination in all other cases provided that if a State or local law provides for a shorter period of time, the shorter period shall apply.
5. 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.
6. 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 Public Housing Grievance Policy.
7. When the Authority is not required to afford Resident the opportunity for a hearing under the Public Housing Grievance Policy 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 provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations; and
 - c. The type of activity which led to the notice of termination.

PART I. GRIEVANCE POLICY:

All disputes concerning the obligations of the Resident or the Authority under this Lease shall be processed and resolved pursuant to the Public Housing Grievance Policy of the Authority, as may be amended from time to time, which is in effect at the time such grievance arises. This Policy is available in the Manager's office and incorporated herein by reference.

PART J. WAIVER:

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No delay or failure by the Authority or Resident in exercising any right or remedy under this Lease and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

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 oral or written agreements with respect to such subject matter. The terms of this Lease shall not be changed or modified except in writing in accordance with HUD Regulations and state law.

PART L. REASONABLE ACCOMMODATION:

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 reasonable modification to the Unit will be provided so long as the modification does not represent an undue financial burden to the Authority. 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 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. 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 N. 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 guests and others under the Resident's control will be governed by the same. Copies of all such policies are available for inspection by Resident during the 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.

PART O. SEVERABILITY

In the event that any provision of this Lease shall violate any requirement of law, then such provision shall be deemed void, the applicable provision of law shall be deemed substituted, and all other provisions of this Lease shall remain in full force and effect.

PART P. JOINT AND SEVERAL OBLIGATIONS

If more than one person joins in the execution of this agreement as a Resident, the covenants and agreements contained herein shall be deemed to be joint and several obligations, as though the applicable words were written in the plural.

IN WITNESS WHEREOF, the parties execute this instrument on this _____ day

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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 organizations meeting per calendar year.

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 HCV 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 HCV 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 19, 2012**

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 2012.

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 12 months of completion they will be entitled to the full account balance; after 12 months 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 12 months	100%
1-2years	80%
2-3 years	60%
3-4 years	40 %
4-5 years	20%
More than 5 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 HCV 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 (parent, step-parent, grandparent, 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 – HCV HQS INSPECTION

Inspection Checklist

Housing Choice Voucher Program

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(Exp. 9/30/2012)

Public reporting burden for this collection of information is estimated to average 0.50 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 agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

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.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the name and address of both family and the owner is mandatory. The information is used to determine if a unit meets the housing quality standards of the Section 8 rental assistance program. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family participation.

Name of Family		Tenant ID Number	Date of Request (mm/dd/yyyy)
Inspector		Neighborhood/Census Tract	Date of Inspection (mm/dd/yyyy)
Type of Inspection <input type="checkbox"/> Initial <input type="checkbox"/> Special <input type="checkbox"/> Reinspection		Date of Last Inspection (mm/dd/yyyy)	PHA
A. General Information			Housing Type (check as appropriate) <input type="checkbox"/> Single Family Detached <input type="checkbox"/> Duplex or Two Family <input type="checkbox"/> Row House or Town House <input type="checkbox"/> Low Rise: 3, 4 Stories, Including Garden Apartment <input type="checkbox"/> High Rise: 5 or More Stories <input type="checkbox"/> Manufactured Home <input type="checkbox"/> Congregate <input type="checkbox"/> Cooperative <input type="checkbox"/> Independent Group Residence <input type="checkbox"/> Single Room Occupancy <input type="checkbox"/> Shared Housing <input type="checkbox"/> Other
Inspected Unit	Year Constructed (yyyy)		
Full Address (including Street, City, County, State, Zip)			
Number of Children in Family Under 6			
Owner			
Name of Owner or Agent Authorized to Lease Unit Inspected		Phone Number	
Address of Owner or Agent			

B. Summary Decision On Unit (To be completed after form has been filled out)

<input type="checkbox"/> Pass	Number of Bedrooms for Purposes of the FMR or Payment Standard	Number of Sleeping Rooms	
<input type="checkbox"/> Fail			
<input type="checkbox"/> Inconclusive			

Inspection Checklist						
Item No.	1. Living Room	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
1.1	Living Room Present					
1.2	Electricity					
1.3	Electrical Hazards					
1.4	Security					
1.5	Window Condition					
1.6	Ceiling Condition					
1.7	Wall Condition					
1.8	Floor Condition					

Previous editions are obsolete

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form HUD-52580 (3/2001)
ref Handbook 7420.8

Housing Occupancy Plan

APPENDIX Q – HCV HQS INSPECTION

* Room Codes: 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room); 2 = Dining Room or Dining Area;
 3 = Second Living Room, Family Room, Den, Playroom, TV Room; 4 = Entrance Halls, Corridors, Halls, Staircases; 5 = Additional Bathroom; 6 = Other

Item No.	1. Living Room (Continued)	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
1.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
2. Kitchen						
2.1	Kitchen Area Present					
2.2	Electricity					
2.3	Electrical Hazards					
2.4	Security					
2.5	Window Condition					
2.6	Ceiling Condition					
2.7	Wall Condition					
2.8	Floor Condition					
2.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
2.10	Stove or Range with Oven					
2.11	Refrigerator					
2.12	Sink					
2.13	Space for Storage, Preparation, and Serving of Food					
3. Bathroom						
3.1	Bathroom Present					
3.2	Electricity					
3.3	Electrical Hazards					
3.4	Security					
3.5	Window Condition					
3.6	Ceiling Condition					
3.7	Wall Condition					
3.8	Floor Condition					
3.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
3.10	Flush Toilet in Enclosed Room in Unit					
3.11	Fixed Wash Basin or Lavatory in Unit					
3.12	Tub or Shower in Unit					
3.13	Ventilation					

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form HUD-52580 (3/2001)
ref Handbook 7420.8

Housing Occupancy Plan
APPENDIX Q – HCV HQS INSPECTION

Item No.	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
4.1	Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear	____ Floor Level
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
4.10	Smoke Detectors					
4.1	Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear	____ Floor Level
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
4.10	Smoke Detectors					
4.1	Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear	____ Floor Level
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
4.10	Smoke Detectors					

Housing Occupancy Plan

APPENDIX Q – HCV HQS INSPECTION

Item No.	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
4.1	Room Code* and Room Location <input type="checkbox"/>	(Circle One)		(Circle One)	____ Floor Level	
		Right/Center/Left		Front/Center/Rear		
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint				<input type="checkbox"/> Not Applicable	
	Are all painted surfaces free of deteriorated paint?					
	If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?					
4.10	Smoke Detectors					
4.1	Room Code* and Room Location <input type="checkbox"/>	(Circle One)		(Circle One)	____ Floor Level	
		Right/Center/Left		Front/Center/Rear		
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint				<input type="checkbox"/> Not Applicable	
	Are all painted surfaces free of deteriorated paint?					
	If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?					
4.10	Smoke Detectors					
5. All Secondary Rooms (Rooms not used for living)						
5.1	None Go to Part 6					
5.2	Security					
5.3	Electrical Hazards					
5.4	Other Potentially Hazardous Features in these Rooms					

Housing Occupancy Plan
APPENDIX Q – HCV HQS INSPECTION

Item No.	6. Building Exterior	Yes Pass	No Fail	In - Conc.	Comment	Final Approval Date (mm/dd/yyyy)
6.1	Condition of Foundation					
6.2	Condition of Stairs, Rails, and Porches					
6.3	Condition of Roof/Gutters					
6.4	Condition of Exterior Surfaces					
6.5	Condition of Chimney					
6.6	Lead Paint: Exterior Surfaces Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed 20 square feet of total exterior surface area?				<input type="checkbox"/> Not Applicable	
6.7	Manufactured Home: Tie Downs					
7. Heating and Plumbing						
7.1	Adequacy of Heating Equipment					
7.2	Safety of Heating Equipment					
7.3	Ventilation/Cooling					
7.4	Water Heater					
7.5	Approvable Water Supply					
7.6	Plumbing					
7.7	Sewer Connection					
8. General Health and Safety						
8.1	Access to Unit					
8.2	Fire Exits					
8.3	Evidence of Infestation					
8.4	Garbage and Debris					
8.5	Refuse Disposal					
8.6	Interior Stairs and Common Halls					
8.7	Other Interior Hazards					
8.8	Elevators					
8.9	Interior Air Quality					
8.10	Site and Neighborhood Conditions					
8.11	Lead-Based Paint: Owner's Certification				<input type="checkbox"/> Not Applicable	

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.

Housing Occupancy Plan

APPENDIX Q – HCV HQS INSPECTION

C. Special Amenities (Optional)

This Section is for optional use of the HA. It is designed to collect additional information about other positive features of the unit that may be present. Although the features listed below are not included in the Housing Quality Standards, the tenant and HA may wish to take them into consideration in decisions about renting the unit and the reasonableness of the rent. Check/list any positive features found in relation to the unit.

1. Living Room

- High quality floors or wall coverings
- Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

2. Kitchen

- Dishwasher
- Separate freezer
- Garbage disposal
- Eating counter/breakfast nook
- Pantry or abundant shelving or cabinets
- Double oven/self cleaning oven, microwave
- Double sink
- High quality cabinets
- Abundant counter-top space
- Modern appliance(s)
- Exceptional size relative to needs of family
- Other: (Specify)

3. Other Rooms Used for Living

- High quality floors or wall coverings
- Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

4. Bath

- Special feature shower head
- Built-in heat lamp
- Large mirrors
- Glass door on shower/tub
- Separate dressing room
- Double sink or special lavatory
- Exceptional size relative to needs of family
- Other: (Specify)

5. Overall Characteristics

- Storm windows and doors
- Other forms of weatherization (e.g., insulation, weather stripping) Screen doors or windows
- Good upkeep of grounds (i.e., site cleanliness, landscaping, condition of lawn)
- Garage or parking facilities
- Driveway
- Large yard
- Good maintenance of building exterior
- Other: (Specify)

6. Disabled Accessibility

Unit is accessible to a particular disability. Yes No
 Disability _____

D. Questions to ask the Tenant (Optional)

1. Does the owner make repairs when asked? Yes No
2. How many people live there? _____
3. How much money do you pay to the owner/agent for rent? \$ _____
4. Do you pay for anything else? (specify) _____
5. Who owns the range and refrigerator? (insert O = Owner or T = Tenant) Range _____ Refrigerator _____ Microwave _____
6. Is there anything else you want to tell us? (specify) Yes No

Housing Occupancy Plan

APPENDIX Q – HCV HQS INSPECTION

E. Inspection Summary/Comments (Optional)

Provide a summary description of each item which resulted in a rating of "Fail" or "Pass with Comments."

Tenant ID Number	Inspector	Date of Inspection (mm/dd/yyyy)	Address of Inspected Unit
Type of Inspection	Initial <input type="checkbox"/>	Special <input type="checkbox"/>	Reinspection <input type="checkbox"/>

Item Number	Reason for "Fail" or "Pass with Comments" Rating
-------------	--

Continued on additional page Yes No

Previous editions are obsolete

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form HUD-52580 (3/2001)
ref Handbook 7420.8

Housing Occupancy Plan
APPENDIX R – HCV SAMPLE VOUCHER

Voucher

U. S. Department of Housing and Urban Development

Housing Choice Voucher Program
Housing Authority of the City of Charlotte, N.C.

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 HCV 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 – HCV 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
 - 1. The owner and the family must execute the lease.

Housing Occupancy Plan

APPENDIX R – HCV SAMPLE VOUCHER

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, DSS placement 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.
 14. Attend any CHA required occupancy training sessions.

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APPENDIX R – HCV SAMPLE VOUCHER

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)
HCV Tenant-Based Assistance**

**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.

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APPENDIX S – HCV HAP CONTRACT (PART A)

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 Assistance Payments Contract
(HAP Contract)
HCV 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 HCV 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 HCV 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 HCV voucher program.
- b. The CHA has approved leasing of the unit in accordance with requirements of the HCV 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.
- e. The owner is responsible for screening the family's behavior or suitability for tenancy. This

Housing Occupancy Plan

APPENDIX S – HCV HAP CONTRACT (PART B)

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.
- b. When HAP contract terminates.
 - (1) The HAP contract terminates automatically if the lease is terminated by owner or tenant.

Housing Occupancy Plan

APPENDIX S – HCV HAP CONTRACT (PART B)

- (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.
- 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.

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APPENDIX S – HCV HAP CONTRACT (PART B)

- 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 not 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.

- 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 HCV 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 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.

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APPENDIX S – HCV HAP CONTRACT (PART B)

- 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, or 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 HCV.
 - (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).
- 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

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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 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

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APPENDIX S – HCV HAP CONTRACT (PART B)

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.
- 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

Housing Occupancy Plan

APPENDIX S – HCV HAP CONTRACT (PART B)

including those identified in Part B, HCV 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 HCV;

- (1) Has violated obligations under a housing assistance payments contract under HCV;
- (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 HCV tenant-based programs, or non-compliance with applicable housing standards for units leased with project-based HCV assistance or for units leased under any 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;

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- (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)
HCV Tenant-Based Assistance
Housing Choice Voucher Program**

Charlotte Housing Authority (CHA)

Part C of HAP Contract: Tenancy Addendum

1. HCV 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 HCV 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, DSS placement 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.

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- 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 HCV 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 services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the Lease.

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- 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.

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;

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(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.

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:

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- (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 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

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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.

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

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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 HCV 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.

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.

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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 HCV tenant-based programs.

HUD. The U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements for the HCV 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.

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Premises. The building or complex in which the contract unit is located, including common areas and grounds.

Program. The HCV 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.

HCV. HCV 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 HCV 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

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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.

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.

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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 19, 2012

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-
- Strawn Apartments
- Parktowne Terrace
- 400 East (CHA Administrative Office)

CHA will amend this policy at such time as CHA develops future plans to designate additional buildings 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.

**APPENDIX V:
INTEGRATED PEST MANAGEMENT POLICY
LAST AMENDED: JUNE 19, 2012**

A. Purpose of this Policy

The purpose of this manual is to train pest management technicians of the Charlotte Housing Authority (CHA), in integrated pest management (IPM). New technicians will receive IPM training and existing employees will be provided with continuing education. Moreover, any person who applies pesticides for CHA will practice IPM. Pesticide applicators must follow state and federal regulations and apply pesticides according to the instructions on the labels. To assist CHA technicians and contract pesticide applicators in instituting IPM, this manual includes the CHA IPM policy, specific IPM objectives, responsibilities of the CHA Maintenance Supervisor, a flow chart of IPM actions, and requirements for using pesticides and associated recordkeeping. Pest problems can be prevented by requesting that maintenance be performed, providing education for residents, conducting inspections and monitoring, and establishing appropriate landscaping.

B. Integrated Pest Management Policy

It is the policy of the CHA to practice IPM for the buildings and grounds they manage. IPM is a systematic approach for managing pests based on long-term prevention and suppression by a variety of methods that are cost effective and minimize risks to human health and the environment. Pests can just be a nuisance or cause significant health problems, structural damage to buildings, and economic losses due to food contamination, diminished aesthetics and other impacts. By practicing sustainable IPM, risks associated with pests and pesticides can be minimized.

IPM in CHA housing involves standardized practices derived from community IPM. Residents are educated about preventing pest infestations and technicians are trained to select the most benign yet effective species-specific pest management methods. A combination of the most effective and economical cultural, physical, biological and chemical controls is used to manage pest infestations and minimize associated damage. Based on a thorough assessment of the problem, treatment options range from no action to non-chemical methods and, if necessary, the use of an effective, least toxic pesticide. Non-chemical methods include exclusion, sanitation, or perhaps tolerance, and least toxic pesticides are those labeled “CAUTION.” If it becomes necessary to use pesticides, they are applied during appropriate times to maximize their efficacy and minimize the possibility of human exposure. All pesticides are handled according to state and federal laws.

C. Integrated Pest Management Objectives

CHA has the following objectives for preventing or expeditiously managing pest problems:

- Protect residents from pests by preventing or suppressing pests to non-damaging levels.
- Reduce environmental pollution through selection of appropriate least-toxic pesticides.
- Base pest management actions on accurate identification of pests and knowledge of their biology.
- Perform thorough assessments of pest problems and determine the best IPM options.
- Evaluate the effectiveness and reduce the cost of pest management actions.
- Educate residents about preventing pests from entering or moving within CHA properties.
- Maintain CHA properties with minimal exposure of residents to pests and pesticides.

D. Requirements for Recordkeeping and Using Pesticides

Records of pest complaints and sightings, and IPM actions will be kept current and accessible to verify the appropriateness and effectiveness of management decisions (see forms). Residents shall be notified in writing two days before pesticides are used, if this treatment becomes necessary. Pesticide purchases will be limited to the approximate amount needed to eliminate each pest outbreak. Pesticides will be placed in safe containers that are labeled appropriately, including the date received, and stored in a secure location. All expired pesticides and those no longer registered by EPA will be disposed of in accordance with directions on their labels and in compliance with state and federal regulations.

E. Pest Prevention

Preventative measures include continuous and emergency maintenance, educating residents about sanitation and pests, routine inspection and monitoring for pests, and landscaping that discourages pests from becoming established.

Maintenance: The CHA Maintenance Department is an essential partner in the CHA IPM program. If a maintenance problem is discovered (leaking pipes, cracks in walls, etc.) by a resident or maintenance technician, a work order is immediately submitted to the Maintenance Department. In addition, the Maintenance Department conducts an inspection when a resident submits a “Notice of Intent to Vacate” an apartment. General maintenance is performed at this time, including elimination of openings that might enable pests to enter. A maintenance technician should participate in this inspection and be present when apartments are remodeled to identify potential sources of pest problems.

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APPENDIX V – INTEGRATED PEST MANAGEMENT POLICY

Resident Education: Residents are instructed about sanitation and pests during the orientation required to occupy an apartment. IPM policies and procedures are communicated orally and reinforced with written documents, e.g., brochures, newsletters and factsheets. Education pertaining to sanitation and pest prevention is a major emphasis of the IPM program. It is expected that the residents will follow sanitation guidelines while living in CHA housing.

Information about pests is provided to establish a tolerance for less harmful species, e.g., lady beetles, and intolerance of more harmful ones, e.g., bed bugs. Residents are educated about the potential dangers of over-the-counter pesticides and cautioned to use them only if necessary, e.g., stinging insects. They will be educated about low risk pest management methods, such as swatting flies, vacuuming insects, and spraying soap solution. Residents are encouraged to collect specimens so CHA Maintenance Supervisors can identify pests and take appropriate action.

Inspection and Monitoring: Every apartment is inspected at least quarterly for pests and compliance with sanitation requirements. Also, cursory inspections are made when convenient, such as during the performance of repairs. Deficiencies in sanitation are reported in writing to the resident and property manager. During inspections, sticky-trap monitors may be placed in locations where insects commonly occur or near potential harborages if determined to be above the action threshold.

Landscaping: Pest management should be considered when communities are landscaped. Plants and mulch near buildings can provide food and shelter for pests. Moreover, plants can provide pathways from the ground into apartments if they grow near or touch windows, vents or other openings. Plant pots with standing water are ideal breeding sites for mosquitoes. Planters made of wood can feed and harbor structural pests, including carpenter ants and termites. If possible, dead trees and stumps are removed to prevent structural pests from developing colonies near buildings.

F. Pests

I. Ants

A. Indoor Infestations

Ant species range in length from 1/16" to 5/8" (2-13 mm). They often enter buildings to search for food, so the primary management strategies for ants are exclusion and sanitation. Chemicals used improperly can cause some species (e.g., Pharaoh ants) to form multiple colonies. With the exception of red imported fire ants and carpenter ants, these insects are generally considered nuisance pests. Educational publications describing fire ants are distributed to all residents during orientation.

B. Prevention and Non-chemical Options

- **Exclusion:** Determine where the ants are entering the apartment. Inspect typical locations, e.g., around windows and doors, pipes and vents. If the ants are trailing, it may be possible to follow the trail to their apartment access point. Place a barrier, e.g., caulking, escutcheon plate or door sweep, where the ants are entering. Ants may also be observed entering an apartment through cracks in walls, poorly sealed windows and doors, or other areas, during routine inspections around the outside of a building. The Maintenance Department shall be notified with a work order to repair these kinds of problems and help prevent insects from entering the apartments.
- **Sanitation:** Locate the food source to which the ants are attracted and provide the resident with food storage and sanitation suggestions. If general sanitation is an issue, the resident is provided with a copy of the CHA housekeeping policy and the Property Manager is notified.
- **Moisture:** Ants can often be found in moist areas near leaking pipes or condensation. If it is determined that sanitation is not the primary cause of the infestation, check for areas of moisture. The Maintenance Section will be contacted to repair any moisture problems.
- **Food storage:** Ants may be present in food that is not properly sealed in a container. If storage is determined to be an issue, the resident is provided guidelines on proper food storage and asked to follow the IPM technician’s advice. Food that is attractive to ants should be stored in airtight containers. Screw top lids, e.g., those on peanut butter jars, may not always protect food from ant infestations, as tiny ants can crawl around the threads and enter the containers. Food can also be stored in a refrigerator to protect it from becoming infested.
- **Vacuum:** Visible ants and those hiding in cracks can easily be vacuumed by the resident. It is recommended that a tablespoon of cornstarch also be vacuumed to help desiccate the ants while in the vacuum bag or container. Nests found indoors, e.g., in wall voids, can also be vacuumed. The colony will collapse if the queen is located and removed. Care must be taken when removing a colony of stinging or biting ants.
- **Miscellaneous:** A small group of ants can be wiped up with a damp towel or sponge and discarded.

Monitoring: Receipt of a complaint or ants observed during a routine inspection.

Action Threshold Indoors: At least five ants trailing in a room.

Action Threshold Outdoors: Fire ant nests in close proximity to a dwelling or common area, e.g., patios, playgrounds, pool area or other high traffic areas.

C. Chemical Options

- **Detergents:** A mixture of liquid dish detergent and water (10% soap) is useful for removing ants. Detergent can be used to control or reduce the number of ants prior to

exclusion or sanitation practices. Detergents also remove scent trails used by ants.

- **Boric acid:** Boric acid can be used by the IPM technician as a least-toxic pesticide. The treatment can be blown under cabinets and into wall voids, cracks, or any other undisturbed and dry place in an apartment. Boric acid also acts as a barrier treatment to prevent ants from entering living spaces.
- **Baits and bait stations:** Baits contain an attractant and a pesticide. The pesticide is ingested by an ant and brought back to the nest where it kills more ants in the colony. In the CHA IPM program, baits are only used to clear an apartment of an infestation, and not as a preventative treatment. Bait stations placed into an apartment are removed when the insect population drops below the action threshold. Baits not contained in a bait station are located where inadvertent human exposure is minimized, e.g., in cracks, behind faceplates and large appliances, and in locked closets accessible only to CHA maintenance technicians. Locations where ants enter an apartment can usually be found by inspecting around the outside of the building, so those entrances can be baited and then sealed. Boric acid is a common ingredient in baits used for an IPM program. The bait selections should be rotated between different types in order to avoid bait aversion and resistance. Different ant species forage for different food types (protein, sugar, fat) at different times of the year, so it is important to know the pest ant's biology prior to selecting a bait.
- **Broadcast pesticides:** If all other options have been exhausted and an infestation cannot be controlled, broadcast application of a least-toxic insecticide may be warranted. Pesticide labels are followed and rotation between products is necessary to prevent the ants from developing pesticide resistance.

D. Outdoor Infestations

- The red imported fire ant is the major outdoor ant pest in North Carolina. There are few IPM treatment options, and liability dictates that fire ant infestations be prevented. Ants, with few exceptions, e.g., Pharaoh ants, typically establish their colonies outdoors. They become pests when they enter buildings looking for food and water. If ants enter and become a significant problem, and indoor treatments are ineffective, it will be necessary to control outdoor colonies.
- **Biocontrols:** The close collaboration between CHA and the CHA's Pest Control Vendor may provide additional biocontrol options in the future.
- **Direct bait application to mounds (fire ants):** A direct application of bait is applied to new fire ant mounds.
- **Broadcast bait application (fire ants):** Baits used in IPM typically consist of a chemical that kills the insect after ingestion. Some baits are also formulated with insect growth regulators which are spread throughout the colony by the foraging ants. Weather is a key factor for most bait applications. Ant activity is highest when the temperature is 70-90°F. The baits should not be applied when the ground is wet or when rain is expected. Never apply more than the label requires.

II. Bed Bugs

Adult bed bugs are oval, flat, and about 3/16" (4-5 mm) long . If not eliminated immediately when discovered, they can become a tremendous problem in apartments. They are small and can hide in cracks smaller than the width of a credit card. Bed bug elimination requires a site-specific treatment plan.

A. Prevention and Non-chemical Options

- **Education:** Resident education is the key to preventing a bed bug infestation. During orientation, residents are provided information regarding the acquisition of used furniture. Information is available on how to not transfer bed bugs to an apartment after traveling. Residents are made aware of what a bed bug is, how to inspect for them, and how to minimize their movement throughout an apartment.
- **Inspection:** When a bed bug is discovered, it is critical that a thorough inspection of the apartment be conducted to determine the extent of the infestation. Within 24 hours of a resident report of bedbugs, the landlord will make contact with the resident, provide the resident with information about control and prevention of bedbugs and discuss measures the resident may be able to take in the unit before the inspection is performed. The landlord will schedule an inspection of the unit within a reasonable time period. The inspection will cover the unit reporting the infestation and no less than surrounding apartments consisting of the units above, below, left and right. Kickplates, moldings, and faceplates must be removed and inspected. Carpeting must be pulled away from the walls to determine if there are any bed bugs underneath. Furniture, such as couches, beds, dressers, and desks, is thoroughly inspected. Detection dogs are available through contractors to find bed bugs in a building.
- **Vacuum:** An entire infested apartment must be vacuumed, including beds, furniture, and other harborages, to remove any insects and eggs. Cracks in walls, electrical outlets, and spaces behind moldings are vacuumed as well.
- **Clothing and bedding:** The bedding in an infested apartment must be washed in hot water and dried with hot air. Clothing that may be infested with bed bugs also must be washed. Half loads of clothes washed on the large load setting will kill bed bugs more effectively than full loads.
- **Dry heat and steam:** At 220°F steam is immediately lethal to bed bugs. Dry heat treatment of 113°F for 2.5 hours assures bed bug death. The infested furniture, linens, etc., can be heated to this temperature by placing them into the center of a room, building a box of polystyrene sheets around the pile, and adding two space heaters and two box fans to produce and distribute the heat. The box is sealed with tape and the temperature is measured by a digital thermometer with a long cord, e.g., thermocouple or wireless

indoor/outdoor thermometer. The thermometer sensors should be placed in linen piles or under pillows to determine if well insulated areas reach the critical temperature.

- **Barriers:** Sealing light switch and electrical outlet faceplates, cracks, etc., with caulking traps bed bugs and prevents others from entering. Encasing box springs and mattresses in vinyl covers prevents bed bugs from infesting them or escaping.
- **Disposal of furniture:** Infested furniture must be disinfested or destroyed rather than discarded to prevent someone from salvaging it and spreading the infestation.

Monitoring: Receipt of a complaint or bed bugs observed during a routine inspection.

Action Threshold: At least one live insect in a room.

B. Chemical Options

- **Spot treatment:** Silica aerogel containing a least toxic pesticide applied in harborages, such as behind kickplates, moldings, and faceplates will control the bed bugs while minimizing the risk of human exposure.
- **Fumigation:** An extensive bed bug infestation may warrant fumigation by a CHA IPM technician. Remove all furnishings from an apartment and place them into a fumigation chamber. The chamber is subsequently wrapped in polyethylene and monitored closely. Select the least toxic fumigant and use it responsibly and according to the label. Exposure time is calculated based on the temperature and volume of the chamber. The area must have proper signage to notify the residents about the use of a fumigant. Fumigants are never used in the apartments.

III. Bees and Wasps

These insects, known as social Hymenoptera, range in length from 1/2” to over 1” (12 mm-25+ mm). Care is taken when CHA maintenance technicians remove nests because these insects can sting, possibly causing anaphylaxis. A colony is removed at a time most of the insects are in the nest and when there is little resident traffic. Since bees and wasps are beneficial insects, they are removed only when there is a danger to people.

A. Prevention and Non-chemical Options

- **Inspection:** Inspection of potential nesting locations around the buildings is conducted on a regular basis. Electrical boxes, holes in structures and behind walls, shrubs, outdoor furniture, and infrequently used grills are common nest locations. Frequent inspections will detect nest building when nests are small and can be removed easily. Inspect exposed wood for carpenter bees by looking for woodpecker activity, holes that are approximately 15 mm in diameter, bee staining and sawdust. Carpenter bee infested wood is thoroughly inspected and, if necessary, replaced.

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- **Education:** Residents are educated to avoid nests and report their presence to property managers immediately. Residents should never attempt to remove a nest or treat one with pesticides. They are told about the benefits of bees and wasps, and that these insects usually sting only when provoked. Swarming Hymenoptera, or those heavily foraging in a particular area, are isolated from residents and signs are posted to notify them of the insect activity.
- **Nest removal:** Skill and care is required when removing a nest and the use of personal protective equipment is recommended. The ideal time is morning or evening in cool weather when the insects are most likely to be in the nest. Resident traffic is minimized in the immediate area. Smaller nests can be knocked down and destroyed but larger ones may require a treatment to contain the insects. An aerial nest can be placed into a heavy duty plastic bag and left in the sun for 2-3 hours. This kills any insects prior to disposal. On cool days, it may be necessary to place the bag into a freezer or add a small amount of soap solution. Only an experienced maintenance technician should remove a hymenopteran nest.

Monitoring: Receipt of a complaint or bees or wasps observed during a routine inspection.

Action Threshold: Nest building or high activity near doorways, walkways, or where people are threatened.

B. Chemical Options

- **Insecticide sprays:** When using an insecticide spray, it is critical that the CHA IPM technician be as close as possible to the nest to minimize spray drift. However, the technician needs to maintain a safe distance during spraying to minimize the likelihood of being attacked by the insects. A least-toxic spray is used to knock down the guard insects and safely remove an aerial nest. For ground or wall nests where removal is not feasible, an insecticide can be applied to the main entrance after all secondary entrances are located and sealed. All insects will be killed by the insecticide, so removal of the nest is not critical. The insecticide label will describe how to apply the insecticide properly.

IV. Birds and Bats

Animals, such as birds and bats, may occasionally reside in or on buildings. Bats are known vectors of rabies and both bat and bird feces can accumulate and attract other pests or become health hazards. Woodpeckers and other cavity nesting birds may damage property while attempting to find nourishment or make nest holes. When controlling birds, it is important to know what species is present. Not all bird species will accumulate enough to become a problem. All native, non-game, wild bird species are federally protected, so removal of nests that contain eggs, hatchlings, or fledglings is illegal (Migratory Bird Treaty Act of 1918, 16 USC 703 through 712). Common pest species that are not listed as

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protected by law include the rock dove or pigeon, *Columba livia*; European starling, *Sturnus vulgaris*; and house sparrow, *Passer domesticus*. State and federal laws protect bats.

A. Prevention and Non-chemical Options

- **Exclusion:** The easiest way to prevent bat and bird infestations is through exclusion. Repairing holes in building exterior walls and roofs discourages these animals from establishing residence. Noise makers are available but are not recommended for use near residential buildings because they are loud. Spike strips can be placed on ledges or the ledges can be angled at 45 degrees to prevent an accumulation of roosting and perching birds. Plastic decoys of predator species are also available. This deterrent may be effective at first but pest birds will become accustomed to a decoy over time.
- **Feeding birds:** Many people feed birds with bird feeders. If a large accumulation of seed is spilled on the ground, pest birds may increase in the area. If this occurs, the resident will be asked to temporarily stop feeding birds. Pest birds should never be fed intentionally.
- **Removal:** If the nest of a protected bird is to be removed, the young are given time to fledge. When it is certain that the birds have left the site, the nest can be removed and the location altered to prevent future nesting. Devices are available to remove bats and birds that reside in cavities. These devices allow movement one way, so when placed on an entrance the animal can exit the cavity but not return. After all of the animals have vacated, the cavity should be repaired.

Monitoring: Receipt of a complaint or a bird or bat observed causing harmful effects during a routine inspection.

Action Threshold: Birds: At least ten per building or areas where feces is one inch deep or greater. Any activity above doorways. Bats: At least one on or in a building.

V. Cockroaches

The American cockroach, *Periplaneta americana*, attains a maximum of 2 1/8" (53 mm) in length and the German cockroach, *Blattella germanica*, is 1/2" to 5/8" (13-16 mm) in length. Cockroaches tend to avoid light, so they may not be observed during apartment inspections. Look for indirect signs of an infestation, including feces, carcasses, and oothecae (egg cases). These characteristics help identify the species of cockroach and locate the problem areas.

A. Prevention and Non-chemical Options

- **Exclusion:** Cockroaches can easily move from one residential unit to another. Sealing

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corridors, e.g., vents and plumbing, between apartments can prevent this transfer of cockroaches. Caulking cracks in walls, sealing windows and doors, and installing escutcheon plates properly prevents cockroaches from entering an apartment from outdoors. The Maintenance Department is notified with work orders to complete these kinds of repairs. Cockroaches also can enter an apartment through sewer vents and drains. Sinks and bathtubs with drain covers that have small holes exclude large cockroaches. The water within sink and bathtub traps can evaporate if they are used infrequently. Dry traps provide cockroaches direct access to an apartment.

- **Sanitation:** Cockroach food sources and harborages must be eliminated . These pests are especially attracted to grease, so stoves and the surrounding areas must be cleaned frequently. Small appliances, such as toasters and toaster ovens, often are overlooked and can accumulate crumbs. Cockroaches also often feed on and reside in cardboard used for storage. If sanitation in an apartment is unacceptable, a copy of the sanitation guidelines is provided to the resident and the residence director of the apartment complex is notified.
- **Moisture:** Cockroaches are attracted to moist areas, e.g., near leaking pipes, condensation, pooled water, or spills. The Maintenance Department is contacted to repair pipe leaks or eliminate sources of condensation and the residents are asked to keep their apartments dry.
- **Food storage:** Cockroaches are attracted to food that is not sealed in a container. If food is not stored properly, the resident is provided guidelines and asked to follow the maintenance technician’s advice. It is recommended that food stored in cupboards or on counters be placed in airtight containers. Food can also be stored in the refrigerator to protect it from becoming infested.
- **Vacuum:** Visible living and dead cockroaches, their cast skins, and oothecae, can easily be vacuumed by the resident. This reduces both the number of cockroaches and potential allergens. Vacuum cleaner attachments can be used to access harborage areas, such as cracks in walls or behind large appliances. Vacuum cleaners with HEPA filters provide the best protection from airborne particles, otherwise a dust mask should be worn.
- **Miscellaneous:** Residents should kill and discard individual cockroaches before they become established in an apartment. Cockroaches can be removed physically, e.g., with a flyswatter or trapped. Immediate removal can prevent cockroaches from developing a reproducing population. If many cockroaches are killed, the carcasses are discarded to reduce exposure to allergens.

Monitoring: Receipt of a complaint or live cockroaches observed during a routine inspection. Dead bodies or cockroach fecal pellets can also provide evidence of their presence.

Action Threshold: Two live cockroaches in a room or on a monitoring board.

B. Chemical Options

- Detergents: A mixture of liquid dish detergent and water (10% soap) can be used by residents to kill solitary cockroaches and avoid filing a pest control request.
- Boric acid: Boric acid can be used by the IPM technician as a least-toxic pesticide. The treatment can be blown under cabinets and into wall voids, cracks, or any other undisturbed and dry place in an apartment. Boric acid acts as a barrier treatment to prevent cockroaches from entering living spaces.
- Baits and bait stations: Baits contain an attractant and a pesticide that is ingested by a cockroach. In the CHA IPM program, baits are only used to clear an apartment of an infestation, and not as a preventative treatment. Bait stations placed into an apartment are removed when the insect population decreases below the action threshold. Baits not contained in a bait station are located where inadvertent exposure is minimized, e.g., in cracks, behind faceplates and large appliances, and in locked closets accessible only to CHA technicians. Locations where cockroaches enter an apartment are found by inspecting around the building perimeter. Insect entry points are baited and sealed. Boric acid is a common ingredient in baits. Bait selections should be rotated among different active ingredients in order to avoid bait aversion and resistance by cockroaches.
- Broadcast pesticides: If all other options have been exhausted and an infestation cannot be controlled, a broadcast application of a least-toxic insecticide may be warranted. Pesticide labels are followed and rotation between products is necessary to prevent pesticide resistance.

VI. Rodents

Rodent infestations are indicated by signs of activity, including feces, nests and evidence of chewing. In CHA housing, pest rodents include mice, rats, and squirrels that may reside in buildings and cause considerable damage.

A. Prevention and Non-chemical Options

- Exclusion: Rodents can fit through holes and cracks much smaller than their apparent body size. Sealing holes and other possible entrances with foam or wood may not deter rodents, so wire mesh is used. Rodents cannot chew through wire mesh to enter a residence. All drains are capped, especially storm or overflow drains located near buildings.
- Landscaping: Improper landscaping can provide rodents with harborages, food and access into buildings. Avoid planting shrubbery close to buildings, and trim tall grass and weeds at least one foot from exterior walls.
- Sanitation: Eliminating food sources and harborages by properly disposing of waste materials makes apartments less attractive to rodents (Fig. 16). Both indoor and outdoor clutter is eliminated by the residents. Dumpsters are located away from apartments and

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emptied frequently. Residents are instructed to place garbage into the dumpsters, not on the adjacent ground.

- **Food storage:** Food is stored in metal or glass containers because rodents cannot chew through them to gain access. If the residents feed birds with a feeder, they are to prevent access by other animals and remove spilled seeds. Bird seed is stored in a sealed container.
- **Snap traps:** There are various types of traps that do not involve poisoning rodents. Live traps are preferred because the captured rodents can be relocated by the Pest Control contracted vendor. If snap traps are used, they are checked often to immediately remove captured rodents. Traps are placed in locations where they will be encountered by foraging rodents. This includes sites along walls, obvious pathways, in front of known access points, or situations in which rodents are forced to encounter the trigger. If placed along a wall, the trap is oriented perpendicular to it with the trigger facing inward. Trapping locations and periods are varied to discourage trap avoidance.

B. Chemical Options

- **Baits:** Poison baits are not used in the CHA IPM program. Baits are often colorful and may be eaten by children and pets. Also, baits kill rodents slowly, enabling them to return to harbor-ages and die where they cannot be removed. This can cause an unpleasant odor as rodents decompose.

Monitoring: Receipt of a complaint or a rodent observed during a routine inspection.

Action Threshold: One rodent indoors or outdoors when destroying property. Rodent nesting in wall voids.

VII. Rodents

Termites are social insects well known for their structure destroying habits, so early detection is critical to minimize the damage and repair costs. Swarming termites range from 1/4" to 1/2" (5-13 mm) in length. Three types are named based on their habitats: subterranean, drywood, and dampwood termites. Identification of the type is necessary to select appropriate control measures. Drywood termites are considered the most difficult to control and fumigation is often required.

A. Prevention and Non-chemical Options

- **Inspection and detection:** Termites can be difficult to detect, so the most definitive way to confirm an infestation is to observe them swarming in or from a building. Swarming termites are easy to collect and identify to type and perhaps to species. Inspecting cracks for soil and walls for mud tubes can reveal potential infestations, as well. Tapping on the surface and listening for hollow areas or probing with a tool can help locate an infestation

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in wood. Also, frass is often found near infested wood. Detection dogs can be used to locate termite infestations and help minimize invasive testing and probing.

- **Moisture:** Subterranean and dampwood termites require moisture to survive. Consequently, water must be drained away from buildings to minimize soil moisture in the area. Attics and crawl spaces are well ventilated to keep humidity and, consequently, wood moisture low. Water from lawn irrigation systems and other sources should not reach buildings. Both indoor and outdoor pipe leaks must be repaired expeditiously.
- **Exclusion:** Trees are planted away from buildings so termites cannot follow roots to cracks in foundations. Wood structures must not touch the soil and are kept at least 8-12 inches above the surface. Access into crawl spaces or attics is screened to provide adequate ventilation and prevent swarming termites from entering. Swarming termites and mud tubes can originate from small cracks that must be sealed. All cracks in the buildings are filled to exclude termites and other pests.
- **Harborages:** Removing tree stumps and wood debris from the grounds can prevent termites from establishing and spreading to a building. Untreated wood is never buried, which includes fence posts, wood debris, and wood used for landscaping.
- **Maintenance:** A building inspector will evaluate wood heavily damaged by termites and, if necessary, recommend that it be replaced. Wood that is rotting or accessible to termites should be replaced with metal or plastic building materials. If replaced with wood, it must be resistant to termites, e.g., cedar, white oak or cypress.

Monitoring: Receipt of a complaint or termites observed during a routine inspection.
Action Threshold: At least 20 subterranean termites in a monitoring station. A termite tube on or in a building. Termites swarming from a building. Drywood termite frass and live workers.

B. Chemical Options

- **Wood treatments:** Only wood pressure treated with low risk chemicals is used at CHA facilities. Although borate-treated wood repels termites and kills those that feed on it, the chemical can leach into the soil. Moreover, borates work well only in areas protected from water. Pressure treated wood containing chromated copper arsenate (CCA) also is resistant to termites but contains chemicals that may pose a risk to humans and the environment. Wood pressure treated with other than borates and CCA should be used when it is in contact with the ground.
- **Baits:** Baits made of sawdust, paper, or wood treated with a pesticide are placed into plastic containers and distributed around structures. Termites are attracted to these slow-acting baits and feed on them. Once exposed, the contaminated termites re-enter the colony to spread the toxicant by feeding it to others. Baiting can take months before a colony is eliminated. Subterranean termites are baited most effectively in late spring and early summer. Baits can also be used for monitoring by checking them periodically for termites.

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- **Liquid pesticides:** Termite-infested wood can be injected with a least-toxic pesticide. The size and location of holes drilled into a structure are selected to minimize damage and facilitate sealing after the pesticide is applied. Liquid pesticides used as a preventative barrier are applied during building construction.
- **Fumigants:** Fumigation may be required to eliminate termite infestations. Fumigants are used by certified technicians as directed by the label and all safety precautions are followed. Fumigation of a single apartment is impractical and not an option at CHA facilities.

VIII. Compliance

Resident Cooperation with the extermination plan is essential. All apartments in a building must be treated for the plan to be effective. Residents will be given information about the extermination program at the time of move-in. All residents will be informed at least 48 hours prior to treatment. The notification will be in writing and will include instructions that describe how to prepare the unit for treatment. If necessary, the instructions shall be bi-lingual to properly notify the resident population.

A. Right of Entry

In all situations, the resident shall allow the landlord and the licensed pest control company access to the premises and shall carefully follow all instructions provided by the landlord or licensed pest control vendor to facilitate the elimination of pests.

B. Resident Non-Compliance with Treatment

Non-compliance with treatment and all other aspects of this IPM Policy, may result in residents receiving a lease violation and/or lease termination.

C. Additional Procedures

Landlord reserves the right to develop additional procedures (specifically including but not limited to a lease addendum), a copy of which shall be provided to residents, in order to carry out the purpose of this IPM Policy and regulations/directives promulgated by HUD and other governmental agencies.

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APPENDIX W – 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
- HCV** Housing Choice Voucher
- 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.

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APPENDIX W – ACRONYMS USED IN SUBSIDIZED HOUSING

PS	Payment Standard
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 HCV 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 HCV

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 Payments, Housing Choice Voucher (HCV) 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 HCV 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.

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).

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

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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:

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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 see Chapter 2)

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-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 Housing Choice Voucher 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 Housing Choice Voucher programs. HUD requirements are issued by HUD headquarters as regulations. Federal Register notices or other binding program directives.

IMPUTED ASSET: Asset disposed of for less than Fair Market Value during two years preceding examination or 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:

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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 HCV 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 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/HCV Programs, the Market Rate Rent is that rent approved by HUD and is the Contract Rent for a HCV 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-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

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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 HCV 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 HCV 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 HCV 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 HCV 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 HCV 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.

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 HCV 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 HCV programs, the responsible entity means the HCV owner.

SECRETARY: The Secretary of Housing and Urban Development.

HCV: HCV of the United States Housing Act of 1937 (42 U.S.C. 1437f). This program is commonly referred to as the Housing Choice Voucher (HCV) program.

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 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 HCV Housing Assistance Payments Program pursuant to HCV 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 (HCV 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 to 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 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.

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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, HCV tenant and project-based programs) must work a minimum number of hours per week unless they are exempt from the requirement.