ANNUAL PHA PLAN

Fiscal Year Beginning 10/1/2017

Submission to the U.S. Department of Housing and Urban Development Office of Public and Indian Housing
Table of Contents

A. PHA Information

B. Annual Plan Elements
   B.1 Revision of PHA Plan Elements
      • Statement of Housing Needs and Strategy
      • Financial Resources
      • Operation and Management
      • Grievance Procedures
      • Community Service and Self-Sufficiency Programs
      • Deconcentration Policy
   B.2 New Activities
      • Hope VI or Choice Neighborhoods
      • Mixed Finance Modernization or Development
      • Demolition and/or Disposition
      • Designated Housing for Elderly and/or Disabled Families
      • Over Income Tenancy
      • Non-Smoking Policies
      • Project Based Vouchers
   B.3 Civil Rights Certification
   B.4 Fiscal Year Audit
   B.5 Progress Report
   B.6 Comments
      • RAB Comments
      • Stakeholder Comments
      • Response to Stakeholder Comments
   B.7 Certification by State or Local Officials
   B.8 Status of PHA

C. Statement of Capital Improvements

D. Assessment of Fair Housing

E. Admissions and Continued Occupancy Policy (Rev. 7/12/17)

F. Housing Choice Voucher Administrative Plan (Rev. 7/12/17)
Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA’s operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA’s mission, goals and objectives for serving the needs of low-income, very low-income, and extremely low-income families.

Applicability. Form HUD-50075-ST is to be completed annually by STANDARD PHAs or TROUBLED PHAs. PHAs that meet the definition of a High Performer PHA, Small PHA, HCV-Only PHA or Qualified PHA do not need to submit this form.

Definitions.

1. **High-Perform PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both of the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, or PHAS if only administering public housing.

2. **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, or at risk of being designated as troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceeds 550.

3. **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.

4. **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceeds 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.

5. **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.

6. **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined, and is not PHAS or SEMAP troubled.

### A. PHA Information.

<table>
<thead>
<tr>
<th>PHA Name:</th>
<th>HOUSING AUTHORITY OF NEW ORLEANS</th>
<th>PHA Code:</th>
<th>LA 001</th>
</tr>
</thead>
<tbody>
<tr>
<td>PHA Type:</td>
<td>☑ Standard PHA ☐ Troubled PHA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PHA Plan for Fiscal Year Beginning:</td>
<td>(MM/YYYY): 10/2017</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of Public Housing (PH) Units:</td>
<td>2,115</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Combined Units/Vouchers:</td>
<td>20,615</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of Housing Choice Vouchers (HCVs):</td>
<td>18,500</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### PHA Plan Submission Type:

- [ ] Annual Submission
- [ ] Revised Annual Submission

**Availability of Information.** PHAs must have the elements listed below in sections B and C readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.

#### PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below)

<table>
<thead>
<tr>
<th>Participating PHAs</th>
<th>PHA Code</th>
<th>Program(s) in the Consortium</th>
<th>Program(s) not in the Consortium</th>
<th>No. of Units in Each Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead PHA:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### B. Annual Plan Elements
Statement of Housing Needs and Strategy for Addressing Housing Needs

In the upcoming fiscal year, HANO will implement a variety of strategies to address the shortage of affordable housing as reflected in the above waiting list statistics and in the attached Statement of Housing Needs. HANO’s strategies emanate from the Agency’s proposed 5-Year Plan goals and objectives and are aligned with HUD’s strategic framework. They are also consistent with the City of New Orleans’ Consolidated Plan and link to many of the broader community strategies currently underway.

Core strategies include: maximizing affordable housing opportunities through continuous program improvements and management efficiencies; leveraging additional resources to replace public housing units and implement mixed-finance, mixed-income redevelopment; and generating new housing opportunities by applying for additional vouchers should they become available – including special purpose vouchers for targeted groups such as the elderly, disabled, veterans, and the homeless.

The following table provides an overview of the housing needs in New Orleans that HANO aims to address through implementation of the aforementioned core strategies.

---

B.1 Revision of PHA Plan Elements.

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

<table>
<thead>
<tr>
<th></th>
<th>Y</th>
<th>N</th>
</tr>
</thead>
<tbody>
<tr>
<td>Statement of Housing Needs and Strategy for Addressing Housing Needs</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Financial Resources.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Rent Determination.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Operation and Management.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Grievance Procedures.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Homeownership Programs.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Community Service and Self-Sufficiency Programs.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Safety and Crime Prevention.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Pet Policy.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Asset Management.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Substantial Deviation.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Significant Amendment/Modification</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

(b) If the PHA answered yes for any element, describe the revisions for each revised element(s): **Revised elements are captured below.**

---

In the upcoming fiscal year, HANO will implement a variety of strategies to address the shortage of affordable housing as reflected in the above waiting list statistics and in the attached Statement of Housing Needs. HANO’s strategies emanate from the Agency’s proposed 5-Year Plan goals and objectives and are aligned with HUD’s strategic framework. They are also consistent with the City of New Orleans’ Consolidated Plan and link to many of the broader community strategies currently underway.

Core strategies include: maximizing affordable housing opportunities through continuous program improvements and management efficiencies; leveraging additional resources to replace public housing units and implement mixed-finance, mixed-income redevelopment; and generating new housing opportunities by applying for additional vouchers should they become available – including special purpose vouchers for targeted groups such as the elderly, disabled, veterans, and the homeless.

The following table provides an overview of the housing needs in New Orleans that HANO aims to address through implementation of the aforementioned core strategies.
HOUSING AUTHORITY OF NEW ORLEANS
HOUSING NEEDS STATEMENT: FYB 10/1/2016 PHA ANNUAL PLAN

HUD 2016 COMPREHENSIVE HOUSING ASSESSMENT SURVEY (CHAS)
USING U.S. CENSUS AMERICAN COMMUNITY SURVEY (ACS) 2009-2013 DATASETS

<table>
<thead>
<tr>
<th>Orleans Parish Renter Households by Average Median Income (AMI)</th>
<th>Statistical Notations</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Orleans Parish Households</strong></td>
<td></td>
</tr>
<tr>
<td>148,400</td>
<td></td>
</tr>
<tr>
<td><strong>Owner Households</strong></td>
<td></td>
</tr>
<tr>
<td>70,175 (47% of Total)</td>
<td></td>
</tr>
<tr>
<td><strong>Renter Households</strong></td>
<td></td>
</tr>
<tr>
<td>78,225 (53% of Total)</td>
<td></td>
</tr>
</tbody>
</table>

Orleans Parish Renter Households with Breakout of "Low Income Renter" Households

<table>
<thead>
<tr>
<th>Statistical Notations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extremely Low Income renter households (&lt;=30% AMI)</td>
</tr>
<tr>
<td>Very Low Income renter households (&gt;30% but &lt;=50% AMI)</td>
</tr>
<tr>
<td>Low Income renter households (&gt;50% but &lt;=80% AMI)</td>
</tr>
<tr>
<td>Subtotal &quot;Low Income Renter&quot; Households (&lt;=80% AMI)</td>
</tr>
<tr>
<td>Other renter households (&gt;80% but &lt;=100% AMI)</td>
</tr>
<tr>
<td>Other renter households (&gt;100% AMI)</td>
</tr>
<tr>
<td>Subtotal Other Renter Households (&gt;80% AMI)</td>
</tr>
<tr>
<td>Total Renter Households:</td>
</tr>
<tr>
<td>Low income renter households with moderate to severe housing cost burden (of total 51,635)</td>
</tr>
<tr>
<td>Low income renter households with housing problems (of total 51,635)</td>
</tr>
</tbody>
</table>

**Low Income "Elderly Renter" Households**

<table>
<thead>
<tr>
<th>Statistical Notations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Low income elderly renter households with at least one member 62 years and older (of total 51,635)</td>
</tr>
<tr>
<td>Low income elderly renter households with housing problems (of total 8,665)</td>
</tr>
</tbody>
</table>

Of the total 78,225 Renter Households in Orleans Parish, 51,635 or 66% are classified as "Low Income" Renter Households.

Of all 51,635 "Low income" Renter Households, 38,225 or 74% are Cost Burdened.

Of all 51,635 "Low income" Renter Households, 39,225 or 76% have Housing Problems.

Of all 51,635 "Low income" Renter Households, 38,225 or 74% are Cost Burdened.

Of all 51,635 "Low income" Renter Households, 39,225 or 76% have Housing Problems.

Of all 8,665 "Low income Elderly" Renter Households, 5,925 or 68% have Housing Problems.
### Low Income "Disabled Renter" Households

<table>
<thead>
<tr>
<th>Households Description</th>
<th>Statistical Notations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Low income disabled renter households experiencing <strong>housing problems</strong> where at least one household member has a <strong>hearing or vision impairment</strong> (of total 6,095)</td>
<td>4,510</td>
</tr>
<tr>
<td>Low income disabled renter households experiencing <strong>housing problems</strong> where at least one household member has an <strong>ambulatory limitation</strong> (of total 8,785)</td>
<td>6,520</td>
</tr>
<tr>
<td>Low income disabled renter households experiencing <strong>housing problems</strong> where at least one household member has a <strong>cognitive limitation</strong> (of total 7,135)</td>
<td>5,195</td>
</tr>
<tr>
<td>Low income disabled renter households experiencing <strong>housing problems</strong> where at least one household member has a <strong>self-care or independent living limitation</strong> (of total 6,115)</td>
<td>4,560</td>
</tr>
</tbody>
</table>

### Low Income Renter Households by "Race/Ethnicity"

<table>
<thead>
<tr>
<th>Race/Ethnicity</th>
<th>Statistical Notations</th>
</tr>
</thead>
<tbody>
<tr>
<td>White</td>
<td>Of the total 10,235 White Low income renter households 7,995 or 78% have housing problems</td>
</tr>
<tr>
<td>Black</td>
<td>Of the total 36,685 Black Low income renter households 27,710 or 76% have housing problems</td>
</tr>
<tr>
<td>Asian</td>
<td>Of the total 1,025 Asian Low income renter households 735 or 72% have housing problems</td>
</tr>
<tr>
<td>Hispanic</td>
<td>Of the total 2,775 Hispanic Low income renter households 2,185 or 79% have housing problems</td>
</tr>
<tr>
<td>Other</td>
<td>Of the total 914 Other Low income renter households 595 or 65% have housing problems</td>
</tr>
</tbody>
</table>

### COST BURDEN:
Moderate cost burden is "rent comprising more than 30 percent of income". Severe cost burden is "rent comprising more than 50 percent of income".

### HOUSING PROBLEMS:
A household is said to have a housing problem if it has 1 or more of the 4 problems identified in the CHAS data: 1) housing units lacks complete kitchen facilities; 2) housing units lacks complete plumbing facilities; 3) household is overcrowded; and 4) household is cost burdened.
## Section 8 Tenant- Based Assistance Waiting Lists

### Housing Needs of Families on the Housing Choice Voice Waiting List

<table>
<thead>
<tr>
<th>Waiting list type:</th>
<th># of families</th>
<th>% of total families</th>
</tr>
</thead>
<tbody>
<tr>
<td>Waiting list total****</td>
<td>24,192</td>
<td></td>
</tr>
<tr>
<td>Extremely low income &lt;=30% AMI*</td>
<td></td>
<td>78%</td>
</tr>
<tr>
<td>Very low income** (&gt;30% but &lt;=50% AMI)</td>
<td></td>
<td>13%</td>
</tr>
<tr>
<td>Low income** (&gt;50% but &lt;80% AMI)</td>
<td></td>
<td>10%</td>
</tr>
<tr>
<td>Families with children</td>
<td>11,077</td>
<td></td>
</tr>
<tr>
<td>Elderly families</td>
<td>1,038</td>
<td>4%</td>
</tr>
<tr>
<td>Families with Disabilities***</td>
<td>35</td>
<td>&lt; 1%</td>
</tr>
<tr>
<td>Race/ethnicity – African American</td>
<td>22,237</td>
<td>92%</td>
</tr>
<tr>
<td>Race/ethnicity – White</td>
<td>888</td>
<td>4%</td>
</tr>
<tr>
<td>Race/ethnicity – American Indian</td>
<td>119</td>
<td>&lt; 1%</td>
</tr>
<tr>
<td>Race/ethnicity – Hispanic</td>
<td>491</td>
<td>2%</td>
</tr>
<tr>
<td>Race/ethnicity – Asian</td>
<td>38</td>
<td>&lt; 1%</td>
</tr>
<tr>
<td>Race/ethnicity – Native Hawaiian/Other Pacific Islander</td>
<td>47</td>
<td>&lt; 1%</td>
</tr>
<tr>
<td>Race/ethnicity – None Listed</td>
<td>863</td>
<td>4%</td>
</tr>
<tr>
<td>Characteristics by Bedroom Size*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1BR</td>
<td>12,081</td>
<td>50%</td>
</tr>
<tr>
<td>2 BR</td>
<td>7,798</td>
<td>32%</td>
</tr>
<tr>
<td>3 BR</td>
<td>3,529</td>
<td>15%</td>
</tr>
<tr>
<td>4 BR</td>
<td>671</td>
<td>3%</td>
</tr>
<tr>
<td>5 BR</td>
<td>100</td>
<td>&lt;1%</td>
</tr>
<tr>
<td>5+ BR</td>
<td>13</td>
<td>&lt;1%</td>
</tr>
</tbody>
</table>

*Bedroom size is the size that is requested by the applicant but has not been determined by HANO/HUD occupancy standards.

** The percentage was based on a sample of 2,410 waiting list applicants.

*** The disability count was based on applicants’ self-report of disability.

****The waiting list total number consists of 6,958 applicants that are on both the HCVP and Public Housing waiting lists.
Public Housing Waiting Lists

<table>
<thead>
<tr>
<th>Housing Needs of Families on the Public Housing Waiting List</th>
<th># of families 2016 wait list</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td># of families</td>
</tr>
<tr>
<td>Waiting list total****</td>
<td>16,638*</td>
</tr>
<tr>
<td>Extremely low income**</td>
<td></td>
</tr>
<tr>
<td>Very low income **</td>
<td></td>
</tr>
<tr>
<td>(&gt;30% but &lt;=50% AMI)</td>
<td></td>
</tr>
<tr>
<td>Low income **</td>
<td></td>
</tr>
<tr>
<td>(&gt;50% but &lt;80% AMI)</td>
<td></td>
</tr>
<tr>
<td>Families with children</td>
<td>12,673</td>
</tr>
<tr>
<td>Elderly families</td>
<td>939</td>
</tr>
<tr>
<td>Families with Disabilities***</td>
<td>986</td>
</tr>
<tr>
<td>Race/ethnicity – African American</td>
<td>13,609</td>
</tr>
<tr>
<td>Race/ethnicity - White</td>
<td>659</td>
</tr>
<tr>
<td>Race/ethnicity – American Indian</td>
<td>49</td>
</tr>
<tr>
<td>Race/ethnicity – Hispanic</td>
<td>403</td>
</tr>
<tr>
<td>Race/ethnicity –Asian</td>
<td>9</td>
</tr>
<tr>
<td>Race/ethnicity – Native Hawaiian / Other Pacific Islander</td>
<td>20</td>
</tr>
<tr>
<td>Race/ethnicity – None Listed</td>
<td>1,889</td>
</tr>
<tr>
<td>Characteristics by Bedroom Size (Public Housing Only)</td>
<td></td>
</tr>
<tr>
<td>1BR</td>
<td>7,962</td>
</tr>
<tr>
<td>2 BR</td>
<td>5,715</td>
</tr>
<tr>
<td>3 BR</td>
<td>2,468</td>
</tr>
<tr>
<td>4 BR</td>
<td>427</td>
</tr>
<tr>
<td>5 BR</td>
<td>62</td>
</tr>
<tr>
<td>5+ BR</td>
<td>4</td>
</tr>
</tbody>
</table>

*Some families may appear on multiple Public Housing site-based wait lists. The overall number of families on all Public Housing site-based wait lists is 19,358. For purposes of this analysis, applicants who were on multiple Public Housing site-based wait lists are counted only once in the above statistics to avoid skewing the characteristics of the wait list population.

**The percentage was based on a sample of 3,221 waiting list applicants.

***The disability count may be underreported based on applicants’ self-report of their disability status.

****The waiting list total number consists of 6,938 applicants that are on both the HCVP and Public Housing waiting lists.

Strategies for Addressing Disparities in Housing Needs

Assessment of Fair Housing (AFH) Plan
The City of New Orleans (City) and the Housing Authority of New Orleans (HANO) collaborated to produce a joint Assessment of Fair Housing (AFH) Plan designed to provide meaningful goals and strategies that can be reasonably expected to achieve a material positive change in disparities in housing needs and in access to opportunity; replacing segregated living patterns with truly integrated and balanced living patterns; transforming racially or ethnically concentrated areas of poverty into areas of opportunity; and fostering and maintaining compliance with civil rights and fair housing laws.
To address these barriers, the AFH Plan proposed to:

1. Lower barriers to expanded affordable housing in high opportunity areas through inclusive strategies.
2. Reduce housing segregation and discrimination by aggressively conducting fair housing education and enforcement activities, in coordination and with fair housing organizations.
3. Ensure that internal policies and practices advance access & mobility for groups with significant challenges in accessing safe and affordable housing including people with disabilities, people with limited English proficiency, and people with criminal records.
4. Prioritize public investments in transit, quality schools, housing, parks, and other amenities in underserved communities.
5. Expand efforts in creating equitable healthy housing that recognizes the direct connections between healthy housing and quality of life.
6. Stabilize neighborhoods vulnerable to gentrification by preserving existing ownership and affordable rental housing and developing affordable homeownership and rental housing.
7. Provide reliable, frequent, and affordable access to multiple transportation options to transit-dependent populations.

These goals were jointly embraced by the City of New Orleans and HANO and incorporated into the AFH Plan which was approved by HUD on November 17, 2016. Each goal is linked to a series of strategies, measures of achievement, and implementation timelines which have been excerpted and appended to this PHA Plan.

**Disaster Preference Policy**

Low-income residents that are involuntarily displaced by a federally declared disaster may be admitted to HANO’s public housing program if they meet specified conditions and program eligibility and admission requirements. Upon verification of displacement, HANO may offer public housing assistance to victims even though they are not on the waiting list. Such offers will be made in accordance with the extent and type of housing resources available at the time of the need and in consideration of other HANO preference categories. Priority will be given to displaced public housing residents.
## Statement of Financial Resources

<table>
<thead>
<tr>
<th>Planned Sources and Uses</th>
<th>Planned Uses</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1 Federal Grants</strong></td>
<td></td>
</tr>
<tr>
<td>Public Housing Operating Fund</td>
<td>$11,771,043</td>
</tr>
<tr>
<td>Capital Fund Program</td>
<td>$11,325,062</td>
</tr>
<tr>
<td>Replacement Housing Factor Funding</td>
<td>137,314</td>
</tr>
<tr>
<td>Annual Contributions for Tenant-Based Assistance (HCV HAP)</td>
<td>147,548,055</td>
</tr>
<tr>
<td>Annual Contributions for Tenant Based Vouchers all Administrative Fees</td>
<td>11,763,389</td>
</tr>
<tr>
<td>FEMA</td>
<td>$23,800,000</td>
</tr>
<tr>
<td><strong>2 Prior Year Federal Grants (unobligated funds only)</strong></td>
<td></td>
</tr>
<tr>
<td>Capital Funds (CFP &amp; RHF)</td>
<td>$11,006,455</td>
</tr>
<tr>
<td>CNI</td>
<td>931,482</td>
</tr>
<tr>
<td>Hope VI</td>
<td>0</td>
</tr>
<tr>
<td>901 funds</td>
<td>0</td>
</tr>
<tr>
<td><strong>3 Public Housing Dwelling Rental Income</strong></td>
<td></td>
</tr>
<tr>
<td>Tenant Rental Revenue</td>
<td>1,901,460</td>
</tr>
<tr>
<td><strong>4 Other Income (list below)</strong></td>
<td></td>
</tr>
<tr>
<td>Interest Income</td>
<td>211,140</td>
</tr>
<tr>
<td>State and Local</td>
<td>0</td>
</tr>
<tr>
<td>Misc. Income</td>
<td>550,653</td>
</tr>
<tr>
<td>Total sources</td>
<td>220,946,053</td>
</tr>
</tbody>
</table>

## Operation and Management

The following summary of proposed policy changes have been made to either HANO’s Housing Choice Voucher (HCV) Administrative Plan and/or the Public Housing (PH) Admissions and Continued Occupancy Policy (ACOP). *(Language of draft policy changes can be found in the Administrative Plan and ACOP appended to this document).*

### A. Reasonable Accommodations Policy Revisions (HCV & PH)

HANO amended its policies to clarify the process for requesting and granting “reasonable accommodations” in housing for applicants and residents with disabilities where an accommodation is necessary to provide them with an equal opportunity to use and enjoy housing. This policy is in furtherance of HANO’s goal of providing affordable housing to low income persons regardless of disability and in compliance with applicable federal, state, and local laws.
B. Limited English Proficiency (HCV & PH)
Language for Limited English Proficiency Persons (LEP) can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the Public Housing program. HANO has updated its policies to ensure that:
- All eligible individuals have meaningful access to HANO’s public housing and Housing Choice Voucher programs regardless of primary language spoken.
- All LEP individuals are made aware that HANO will provide oral interpretation services to facilitate their contacts with and participation in HANO programs.
- Written translations of vital documents are provided to LEP individuals in accordance with HUD's guidelines.

C. One Strike Evictions converted to Expedited Terminations (PH)
HANO has revised ACOP to remove language regarding the One Strike Eviction policy and has added a policy entitled “expedited terminations for criminal activity”. Per HUD regulations, the policy provides that the head(s) of household is responsible for the actions of the household members, guests, and other persons under the family’s control. HANO and its Agents will terminate a lease for criminal activity if it determines that the head of household, household member, guest, or person under the household’s control has engaged in criminal activity, based on sufficient evidence that the individual(s) engaged in the conduct. Terminations for criminal activity will be expedited by using a five (5) day Notice to Vacate under state law. Residents will be provided due process through a court hearing, and the grievance policy and procedures will not apply.

D. Violence Against Women’s Act (VAWA) Policy Revision (HCV & PH)
HANO modified VAWA sections within ACOP and the Administrative Plan in response to HUD’s December 2016 Final Rule on the Violence Against Women Act. HANO modified its policies which utilize HUD required documents to ensure that tenants and applicants are aware of their rights under VAWA, to ensure that HANO’s emergency transfer plan is consistent with HUD’s model form for tenants requesting an emergency transfer under the VAWA regulations, and to utilize HUD’s new certification form for documenting incidents of domestic violence, dating violence, sexual assault, and stalking.

E. Verification of Social Security Numbers (HCV & PH)
HANO modified its policies on verification of social security numbers (SSN) in accordance with HUD’s mandatory streamlining rule. The policy requires that all family members 6 years of age and older must have SSN documentation before HANO can provide housing assistance. The applicant family may become program participants for a 90-day period without the SSN documentation for children under 6 years of age. If the family does not provide the SSN documentation within the initial 90-day period, HANO may terminate the family’s assistance. However, if HANO determines that, in its discretion, the family’s failure to comply was due to circumstances that could not reasonably have been foreseen and were outside of the control of the family, HANO must grant a 90-day extension.

F. Definition of Low-Income Families (HCV & PH)
HANO’s policies have been updated to reflect the new statutory definition of an extremely low-income family which is a family whose income does not exceed the higher of 30 percent of the area median income or the federal poverty level.

G. Exclusion of Education Fees from Income (HCV & PH)
In accordance with HUD’s mandated streamlining guidance, HANO further defined the policy regarding exclusion of education fees from income. Exclusions from income that must be verified and reported on the
HUD form 50058 include the full amount of student financial assistance and any other required fees and charges paid directly to the student or to the educational institution. Fees often include, but are not limited to, student service fees, student association fees, student activities fees, and laboratory fees.

H. Earned Income Disregard (HCV & PH)
Once a family member is determined to be eligible for the Earned Income Disregard (EID), the 24-calendar month period starts and remains continuous until the end of the 24-calendar month period ends. A change in employment status that made the family member initially qualified for EID does not affect the 24-calendar month period. This policy was modified in accordance with HUD’s mandatory streamlining guidance.

I. Broadband Infrastructure Policy (HCV)
Any new construction or substantial rehabilitation of a building with more than four rental units with a payment contract executed or renewed after January 19, 2017 must include installation of broadband infrastructure, except where the owner determines and documents the determination that:

• The location of the new construction or substantial rehabilitation makes installation of broadband infrastructure infeasible;
• The cost of installing broadband infrastructure would result in a fundamental alteration in the nature of its program or activity or in an undue financial burden; or
• The structure of the housing to be substantially rehabilitated makes installation of broadband infrastructure infeasible.

J. Utility Payment Schedules (HCV)
The policy regarding utility payment schedules was modified to include HUD’s mandated language under the administrative streamlining guidance. A HANO-established utility allowance schedule is used in determining family share and HANO subsidy. HANO must use the appropriate utility allowance for the lesser of the size of dwelling unit actually leased by a family or the voucher size issued for which the family qualifies using HANO subsidy standards.

In cases where the unit size leased exceeds the family’s unit size as determined under subsidy standards as a result of a reasonable accommodation, HANO will use the utility allowance for the size of the dwelling unit actually leased by the family.

K. Mixed Families Public Housing Rent (PH)
In adherence to HUD’s mandatory streamlining guidance, HANO changed the methodology for calculating public housing rents for mixed families by requiring the use of the Agency’s established flat rent schedule. Prior to this change HANO used the more complicated system to calculate prorated rent for families by determining the maximum rent based on the 95th percentile of all total tenant payments (TTP) for each bedroom size. A mixed family is defined as a family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

L. Biennial Inspections (HCV)
Biennial inspections are conducted at least once per two calendar years, and after the unit has been initially inspected. To qualify for Biennial inspections, a unit must have met the following conditions:

1. Received at least two consecutive years of passing scores on the first inspection attempt for annual HQS inspections.
2. Within the past year, unit has not been found in violation of any HQS health and/or safety deficiencies by HANO or by the Louisiana Housing Corporation’s Low-Income Housing Tax Credit (LIHTC) Program or by the HOME Rental Housing Program.
M. Exception Payment Standards for Reasonable Accommodations (HCV)
HANO may approve a payment standard up to 120 percent of the Fair Market Rent (FMR) without HUD approval, if requested as a reasonable accommodation by a family that includes a person with a disability.

N. Grievance Procedures (PH)
HANO has updated its grievance procedures. The composition of the grievance hearing panel has been clarified to ensure that the procedures for requesting and conducting hearings are as simple as possible in order to reduce the burden for the tenant as well as reduce the administrative burden for HANO. The update also clarifies that Signature Communities have grievance hearing procedures in place that have been incorporated into a Management Plan approved by HUD and/or HANO and made part of the lease agreement as addendums for residents of PH or PH/LIHTC units at those communities. HANO will maintain a log of hearing officer decisions and make the log available to the hearing officer, prospective complainants, and their representatives.
<table>
<thead>
<tr>
<th>Program Name &amp; Description (including location, if appropriate)</th>
<th>Est. Size</th>
<th>Allocation Method (waiting list/random selection/ specific criteria/other)</th>
<th>Access (development office / PHA main office / other provider name)</th>
<th>Eligibility (public housing or section 8 participants or both)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>EMPLOYMENT INITIATIVES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>▪ Job Readiness</td>
<td>300</td>
<td>Recruit residents for job readiness programs, job training programs and job placement via Section 3 program.</td>
<td>Recruitment at developments. Training classes will be at designated sites i.e. Harmony Oaks, Fischer Senior Village, Faubourg Lafitte, Bienville Basin, Dillard University and JOB1.</td>
<td>Both</td>
</tr>
<tr>
<td>▪ Job placement</td>
<td>30</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>▪ Summer Employment (Youth)</td>
<td>115</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>EDUCATIONAL SERVICES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>▪ Vocational/Technical</td>
<td>17</td>
<td>Site/case management/resident leaders referrals</td>
<td>Recruitment at developments. Partners include: Hope House, Delgado-Sidney Collier, Nunez College, Strive NOLA, and Urban League and YEP.</td>
<td>Both</td>
</tr>
<tr>
<td>▪ GED Prep. Referral</td>
<td>100</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>▪ College Tour</td>
<td>44</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>BUSINESS DEVELOPMENT</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>▪ Customer Service Training</td>
<td>25</td>
<td>Specific Criteria and first come, first served</td>
<td>Recruitment at developments. Classes coordinated by partners.</td>
<td>Both</td>
</tr>
<tr>
<td><strong>SUPPORT SERVICES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>▪ Senior Services</td>
<td>50</td>
<td>Specific Criteria</td>
<td>All developments Partners include: Dillard University, AARP, JenCare, Excelth, TCA, Council on Aging, Daughters of Charity, HANO Homebuyers club partners</td>
<td>Both</td>
</tr>
<tr>
<td>▪ Money Management</td>
<td>150</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>RECREATIONAL SERVICES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>▪ First-Tee Golf</td>
<td>25</td>
<td>Criteria based on after-school program participation and behavior.</td>
<td>Recruitment at developments Dillard University, JenCare, Volunteers of America, Heroes of New Orleans/ Algiers Mentoring Group, TCA, Abundance for Desire First Tee, and Fischer Communities</td>
<td>Both</td>
</tr>
<tr>
<td>▪ Bingo for Seniors</td>
<td>60</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>▪ Soccer</td>
<td>30</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>▪ Community Garden</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>SUMMER ACTIVITIES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>▪ Camps</td>
<td>250</td>
<td>First come, first served basis. Application referral by RAB</td>
<td>Recruitment at developments Second Harvest, No Kid Hungry/Share Our Strength, JOB1</td>
<td>Both</td>
</tr>
<tr>
<td>▪ Summer Employment</td>
<td>115</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>▪ Skills Training</td>
<td>25</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>▪ Summer Meals Program</td>
<td>80</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>CASE MANAGEMENT SERVICES</strong></td>
<td>2,124</td>
<td>Open to all residents</td>
<td>Kingsley House, Dillard University, Office of Workforce Development, JOB1, Urban Strategies, HRI, Providence Enterprise, Harmony Oaks Neighborhood Association (HONA), Desire Case Management Staff and Family Services.</td>
<td>Both</td>
</tr>
</tbody>
</table>
**Family Self Sufficiency program/s**

a. Participation Description

<table>
<thead>
<tr>
<th><strong>Family Self Sufficiency (FSS) Participation</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Program</strong></td>
</tr>
<tr>
<td>Section 8</td>
</tr>
</tbody>
</table>

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

**DECONCENTRATION OF POVERTY AND INCOME-MIXING**

**B.1 (c) The PHA must submit its Deconcentration Policy for Field Office review.**

HANO’s admission policy is designed to provide for deconcentration of poverty and income mixing by bringing higher income residents into lower income projects and lower income residents into higher income projects. Nothing in the deconcentration policy relieves HANO of the obligation to meet the income-targeting requirement. Gross annual income is used for income limits at admission and for income-mixing purposes.

**Deconcentration and Income-Mixing Goals**

To the extent this deconcentration policy is applicable to the public housing units in Signature Communities, HANO acknowledges that its Signature Communities are mixed-income or mixed-finance developments that include policies intended to promote income mixing in public housing, increase incomes of public housing residents, or the income mix is otherwise subject to individual review and approval by HUD through mixed-finance review or other approval processes. As such, the incomes of public housing Residents may fall outside the Established Income Range (as defined below). In such an event, HANO will provide appropriate explanation of such an occurrence in its Annual Plan.

HANO’s deconcentration and income-mixing goal, in conjunction with the requirement to target at least 40 percent of new admissions to public housing in each fiscal year to "extremely low-income families", will be to admit families above HANO’s Established Income Range (EIR) to communities below the EIR, and families below HANO’s EIR to communities above the EIR.

Deconcentration applies to transfer families as well as applicant families.

**Project Designation Methodology**

Annually, HANO will determine the average income of all families residing in general occupancy communities, excluding the Signature Communities.

HANO will then determine the average income of all families residing in each community.

HANO will then determine whether each general occupancy communities fall above, within or below the Established Income Range (EIR).

The EIR is 85 percent to 115 percent (inclusive of 85 percent and 115 percent) of the HANO-wide average income for general occupancy.
HANO will then determine whether communities outside EIR are consistent with local goals and strategies in the Housing Authority Plan. Any deconcentration policy as needed is described in the Agency Plan.

**Deconcentration Policy**

If, at annual review, there are found to be communities with average income above or below the EIR, and where the income profile for general occupancy communities above or below the EIR is not explained or justified in the Agency Plan, HANO shall list these covered communities in its Annual Plan.

The Housing Authority shall adhere to the following policies for deconcentration of poverty and income mixing in applicable communities.

- HANO shall establish a preference for admission of working families in covered communities below the EIR.
- HANO shall target investment and capital improvements toward covered communities below the EIR to encourage applicant families whose income is above the EIR to accept units in those communities. These incentives are described in the Agency Plan.

**Deconcentration Compliance**

If, at annual review, the average incomes at all covered communities are within the Established Income Range, HANO will be considered to be in compliance with the deconcentration requirement.

### B.2 New Activities.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Y</td>
<td>N</td>
</tr>
</tbody>
</table>

- □ Hope VI or Choice Neighborhoods.
- □ Mixed Finance Modernization or Development.
- □ Demolition and/or Disposition.
- □ Designated Housing for Elderly and/or Disabled Families.
- □ Conversion of Public Housing to Tenant-Based Assistance.
- □ Conversion of Public Housing to Project-Based Assistance under RAD.
- □ Occupancy by Over-Income Families. *
- □ Occupancy by Police Officers.
- □ Non-Smoking Policies. *
- □ Project-Based Vouchers.
- □ Units with Approved Vacancies for Modernization.
- □ Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).

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

HANO plans to apply for a Choice Neighborhoods Initiative grant (or HOPE VI grant if available) for the following development:

<table>
<thead>
<tr>
<th>Development Name</th>
<th>Project Number</th>
<th>Unit Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marrero Commons (formerly B.W. Cooper)</td>
<td>To Be Assigned</td>
<td>Approx. 150</td>
</tr>
</tbody>
</table>

The timetable for application submission is dependent upon HUD’s NOFA release and submission requirements.

Mixed Finance Modernization or Development

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

- B.W. Cooper, Guste, Iberville and Scattered Sites

Demolition and/or Disposition

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

2. Activity Description

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

<table>
<thead>
<tr>
<th>Demolition/Disposition Activity Description</th>
<th>Bywater/Marigny</th>
</tr>
</thead>
<tbody>
<tr>
<td>Activity type: Demolition ☒ Disposition ☐ (Scattered Sites)</td>
<td></td>
</tr>
<tr>
<td>LA # or AMP #</td>
<td>Development Name/Address</td>
</tr>
<tr>
<td>25</td>
<td>4200 Royal; 2522 N Rampart</td>
</tr>
<tr>
<td></td>
<td>2818 Burgundy; 2819 Dauphine; 710 Clouet</td>
</tr>
<tr>
<td>44</td>
<td>600 France; 601 Mazant; 608 France; 611 Mazant; 616 France; 620 France; 621 Mazant; 631 Mazant; 641 Mazant; 644 France; 651 Mazant</td>
</tr>
<tr>
<td>LA # or AMP #</td>
<td>Development Name/Address</td>
</tr>
<tr>
<td>---------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>25</td>
<td>1814 Bayou Rd; 1818 Bayou Rd; 2427 Ursulines; 2115-17 St Ann</td>
</tr>
<tr>
<td>LA001003102</td>
<td>Iberville</td>
</tr>
<tr>
<td>20</td>
<td>1500-06 Hendee; 1508-14 Hendee; 1524-30 Hendee; 1532-38 Hendee; 1814-20 Lawrence; 1815-21 Ptolemy</td>
</tr>
<tr>
<td>25</td>
<td>717 DeArmas</td>
</tr>
<tr>
<td>30</td>
<td>Christopher Park: 3100 Vespasian; 3102 Vespasian; 3104 Vespasian; 3106 Vespasian; 3108 Vespasian; 3110 Vespasian; 3112 Vespasian; 3114 Vespasian; 3114 Caladium 3115 Caladium; 3116 Caladium; 3117 Caladium; 3118 Caladium; 3119 Caladium; 3120 Caladium; 3121 Caladium; 2110 Murl; 2003 Murl</td>
</tr>
</tbody>
</table>
### Demolition/Disposition Activity Description
#### West Carrollton

**Activity type:** Demolition □ Disposition □ (Scattered Sites)

<table>
<thead>
<tr>
<th>LA # or AMP #</th>
<th>Development Name/Address</th>
<th>Application Status: Approved</th>
<th>Units Affected</th>
<th>Coverage of Action</th>
<th>Projected Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>19</td>
<td>8718-20 Willow; 1738-40 Gen Ogden; 1715 Cambronne; 1723 Cambronne; 1727 Cambronne; 1735 Cambronne; 1324-26 Eagle; 1925 Monroe; 1433-39 Gen Ogden; 9031 Cohn; 8729 Plum</td>
<td>8/12/2014</td>
<td>0 - vacant lot</td>
<td>Part of development</td>
<td>FY2018-2020</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Part of development</td>
<td>FY2018-2020</td>
</tr>
<tr>
<td>25</td>
<td>1400 Gen Ogden; 1408 Gen Ogden; 1416 Gen Ogden; 1424 Gen Ogden; 1440 Gen Ogden; 8516 Cohn; 8520 Zimple; 8811 Hickory; 1915 Leonidas; 8725-27 Plum; 8951 Birch</td>
<td>3/11/2010</td>
<td>0 - vacant lot</td>
<td>Part of development</td>
<td>FY 2018-2020</td>
</tr>
</tbody>
</table>

### Demolition/Disposition Activity Description
#### Uptown

**Activity type:** Demolition □ Disposition □ (Scattered Sites)

<table>
<thead>
<tr>
<th>LA # or AMP #</th>
<th>Development Name/Address</th>
<th>Application Status: Approved</th>
<th>Units Affected</th>
<th>Coverage of Action</th>
<th>Projected Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>19</td>
<td>400 Dufossat</td>
<td>3/11/2010</td>
<td>0 - vacant lot</td>
<td>Part of development</td>
<td>FY2017-2020</td>
</tr>
<tr>
<td>25</td>
<td>2118-20-22 Danneel; 1000 Melpomene; 1008 Melpomene; 1016 Melpomene; 1231 Constance; 1120 Thalia</td>
<td>8/12/2014</td>
<td>0 - vacant lot</td>
<td>Part of development</td>
<td>FY2017-2020</td>
</tr>
<tr>
<td></td>
<td>1421-23-25 Constance; 2331-33 Annunciation; 5312 Constance; 3249 Tchoupitoulas; 410 Pleasant</td>
<td>8/12/2014</td>
<td>0 - vacant lot</td>
<td>Part of development</td>
<td>FY2017-2020</td>
</tr>
<tr>
<td></td>
<td>3250 St Thomas; 2400 St Thomas; 2411 St Thomas; 428 7th; 518 Cadiz; 930 7th</td>
<td>3/11/2010</td>
<td>0 - vacant lot</td>
<td>Part of development</td>
<td>FY2017-2020</td>
</tr>
<tr>
<td>27</td>
<td>2256 Baronne</td>
<td>1/6/2011</td>
<td>0 - vacant lot</td>
<td>Part of development</td>
<td>FY2017-2020</td>
</tr>
<tr>
<td>49</td>
<td>3644 Annunciation; 3664 Annunciation; 735 Amelia</td>
<td>2/6/2002</td>
<td>0 - vacant lot</td>
<td>Part of development</td>
<td>FY2017-2020</td>
</tr>
<tr>
<td>51</td>
<td>2901-03-05-07 Dryades</td>
<td>1/6/2011</td>
<td>0 - vacant lot</td>
<td>Part of development</td>
<td>FY2017-2020</td>
</tr>
</tbody>
</table>
### Demolition/Disposition Activity Description

**Upper Ninth/St. Roch/St. Claude**

<table>
<thead>
<tr>
<th>LA# or AMP#</th>
<th>Development Name/Address</th>
<th>Application Status: Approved</th>
<th>Units Affected</th>
<th>Coverage of Action</th>
<th>Projected Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>51</td>
<td>3013-15 Mandeville</td>
<td>1/6/2011</td>
<td>0 - vacant lot</td>
<td>Part of development</td>
<td>FY2018-2021</td>
</tr>
<tr>
<td>21</td>
<td>2123-25-27 Painters; 2129-31-33 Painters</td>
<td>8/12/2014</td>
<td>0 - vacant lot</td>
<td>Part of development</td>
<td>FY2018-2021</td>
</tr>
</tbody>
</table>

### Demolition/Disposition Activity Description

**New Orleans East**

**Activity type: Demolition □  Disposition □ (Scattered Sites)**

<table>
<thead>
<tr>
<th>LA # or AMP #</th>
<th>Development Name/Address</th>
<th>Application Status: Approved</th>
<th>Units Affected</th>
<th>Coverage of Action</th>
<th>Projected Timeline</th>
</tr>
</thead>
</table>

### Demolition/Disposition Activity Description

**BW Cooper**

**Activity type: Demolition □  Disposition □**

<table>
<thead>
<tr>
<th>LA # or AMP #</th>
<th>Development Name/Address</th>
<th>Application Status: Approved</th>
<th>Units Affected</th>
<th>Coverage of Action</th>
<th>Projected Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>LA001007303</td>
<td>BW Cooper</td>
<td>9/21/2007</td>
<td>303 *slabs &amp; foundations only</td>
<td>Part of development</td>
<td>FY2017-2019</td>
</tr>
</tbody>
</table>

### Demolition/Disposition Activity Description

**Desire**

**Activity type: Demolition □  Disposition □**

<table>
<thead>
<tr>
<th>LA # or AMP #</th>
<th>Development Name/Address</th>
<th>Application Status: Approved</th>
<th>Units Affected</th>
<th>Coverage of Action</th>
<th>Projected Timeline</th>
</tr>
</thead>
</table>
## Demolition/Disposition Activity Description

**Lower Ninth Ward & Seventh Ward**

### Activity type: Demolition Disposition (Scattered Sites)

<table>
<thead>
<tr>
<th>LA # or AMP #</th>
<th>Development Name/Address</th>
<th>Application Status: Approved</th>
<th>Units Affected</th>
<th>Coverage of Action</th>
<th>Projected Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>18</td>
<td>2601-03 Delery; 2609-11 Delery; 2615-17 Delery; 2621-23 Delery; 2627-29 Delery; 2635-37 Delery; 2641-43 Delery; 2600-02 Dubreuil; 2608-10 Dubreuil; 2614-16 Dubreuil; 2620-22 Dubreuil; 2626-28 Dubreuil; 2634-36 Dubreuil; 2640-42 Dubreuil; 6421-23 Law; 6420-22 Florida 3/11/2010 0 - vacant lot Part of development FY2018-2020</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>1329-31 Charbonnet; 1342-44 Alabo; 1501-03 Benton; 1505-07 Benton; 1509-11 Benton; 1513-15 Benton; 6000-02 N Robertson; 6112-14 N Robertson; 6116-18 N Robertson; 6301-03 N Robertson; 6309-11 N Robertson; 6317-19 N Robertson; 6318-20 N Villere; 5520-22-24-26 Urquhart; 1301-03 Gordon; 1340 Gordon; 1424 Gordon; 1514-16 Gordon; 1514-16 Gordon; 1531-33 Gordon; 1300-02 Tupelo; 1415-17 Tupelo 3/11/2010 0 - vacant lot Part of development FY2018-2020</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>4811 Marais; 4815 Marais 3/11/2010 0 - vacant lot Part of development FY2018-2020</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Notes
- 3/11/2010: Application Date
- 0 - vacant lot: Units Affected
- Part of development: Coverage of Action
- FY2018-2020: Projected Timeline
Designated Housing for Elderly and/or Disabled Families.

1. Yes ☒ No: Has the PHA designated or applied for approval to designate or does the PHA plan to apply to designate any public housing for occupancy only by the elderly families or only by families with disabilities, or by elderly families and families with disabilities or will apply for designation for occupancy by only elderly families or only families with disabilities, or by elderly families and families with disabilities as provided by section 7 of the U.S. Housing Act of 1937 (42 U.S.C. 1437e) in the upcoming fiscal year? (If “No”, skip to component 10. If “Yes”, complete one activity description for each development, unless the PHA is eligible to complete a streamlined submission; PHAs completing streamlined submissions may skip to component 10.)

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

<table>
<thead>
<tr>
<th>Designation of Public Housing Activity Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1a. Development name: <strong>Guste Homes</strong> (Please see notation following this section)</td>
</tr>
<tr>
<td>1b. Development (project) number: LA001015301</td>
</tr>
<tr>
<td>2. Designation type:</td>
</tr>
<tr>
<td>☒ Occupancy by only the elderly</td>
</tr>
<tr>
<td>☐ Occupancy by families with disabilities</td>
</tr>
<tr>
<td>☐ Occupancy by only elderly families and families with disabilities</td>
</tr>
<tr>
<td>3. Application status (select one)</td>
</tr>
<tr>
<td>☐ Approved; included in the PHA’s Designation Plan</td>
</tr>
<tr>
<td>☐ Submitted, pending approval</td>
</tr>
<tr>
<td>☒ Planned application</td>
</tr>
<tr>
<td>4. Date this designation approved, submitted, or planned for submission: <strong>(2018/31/01)</strong></td>
</tr>
<tr>
<td>5. If approved, will this designation constitute a (select one)</td>
</tr>
<tr>
<td>☐ New Designation Plan</td>
</tr>
<tr>
<td>☒ Revision of a previously-approved Designation Plan</td>
</tr>
<tr>
<td>6. Number of units affected: <strong>385</strong> (Please see notation below this section.)</td>
</tr>
<tr>
<td>7. Coverage of action (select one)</td>
</tr>
<tr>
<td>☒ Part of the development</td>
</tr>
<tr>
<td>☐ Total development</td>
</tr>
</tbody>
</table>

Note: HANO was approved for an amendment to its current Designated Housing Plan (DHP) increasing the number of elderly designated units at Guste High Rise from 335 to 369. Elderly unit counts remain the same at Fischer Senior Village (100 units); Faubourg Lafitte Senior Development (30 units); and Columbia Parc Senior Development (36 units). In the 2018 fiscal year, HANO will be requesting that the remaining 16 units at Guste High Rise be designated as elderly-only for a total of 385 units. HANO has requested renewal of its Elderly Designated Housing Plan (DHP) which was originally approved by HUD for the period June 1, 2012 through May 31, 2017.

**Over Income Tenancy**
Under its notice of proposed rulemaking issued on February 3, 2016, HUD is considering ways to strengthen oversight of over-income tenancy. HANO is awaiting further HUD guidance and determination on whether a family whose income significantly exceeds the income limits for a sustained period of time should be terminated from the public housing program and what would be a reasonable time for the family to find alternative housing.
Non-Smoking Policies
In November of 2015 HUD announced a proposed rule that would require housing authorities to implement a public housing smoke-free policy. The proposed policy would prohibit lit tobacco products in all living units and indoor common areas in public housing, in housing authority administrative office buildings, and would also apply to outdoor areas up to 25 feet from housing and administrative office buildings. HUD published the final rule with effective date of February 3, 2017 with all provisions to be implemented no later than 18 months from the effective date of the rule.

Project-Based Vouchers
Pursuant to initial guidance published by HUD regarding the Section 8 Project-Based Voucher (PBV) Program in the January 16, 2001 Federal Register, Volume 66, Number 10, the Housing Authority of New Orleans intends to continue to operate a PBV Program as authorized by HUD and in conformity with all nondiscriminatory requirements specified in the PHA Plan regulations and further declares that the HANO shall affirmatively further fair housing as required by these regulations.

Project-basing in Orleans Parish is a viable and important option to tenant-based assistance because PBVs support redevelopment and revitalization efforts made necessary since Hurricane Katrina. HANO’s Administrative Plan allows for HANO to consider applications for PBV assistance using both the competitive and non-competitive methods as appropriate and allowable under regulations and statute. HANO will also select properties for PBV subsidy as replacement units for displaced families as part of the Choice Neighborhood Initiative Grant (CNI).

The majority of Census Tracts in the City of New Orleans have poverty rates greater than 20%, including tracts that include conventional and scattered site developments and much of the City’s blighted housing. Therefore, some PBV units will be located in census tracts with poverty rates greater than 20%. However HANO will use its PBV Program to offer participant families a greater choice of quality and affordable housing. As part of CNI, HANO will provide 405 PBV replacement units. These replacement units have been noted by HUD as being integral to rebuilding the core of New Orleans. Additional housing development selected under the PBV program will conform to all relevant HUD requirements and goals specified in the HCVP Administrative Plan and the PHA Plan.

HANO currently has 1,501 units under Housing Assistance Payments (HAP) contracts and anticipates entering into contracts for an additional 445 units in the coming fiscal year. An additional 156 units will be added to this inventory under the HUD-approved restructuring plan for The Estates. A breakdown of current PBV units is listed below.
<table>
<thead>
<tr>
<th>Development Name</th>
<th>Development Address</th>
<th>HAP Effective Date</th>
<th>Units Under HAP</th>
<th>Units Leased</th>
<th>Occupancy Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marais Property</td>
<td>1501 Canal Street 70112</td>
<td>5/21/2014</td>
<td>106</td>
<td>96</td>
<td>91%</td>
</tr>
<tr>
<td>Abundance Square</td>
<td>2906 Desire Pkwy 70126</td>
<td>4/17/2004</td>
<td>14</td>
<td>12</td>
<td>86%</td>
</tr>
<tr>
<td>Heritage at Columbia Parc</td>
<td>1401 Caton St 70122</td>
<td>5/13/2013</td>
<td>83</td>
<td>80</td>
<td>96%</td>
</tr>
<tr>
<td>Skyview</td>
<td>Scattered Sites 7012</td>
<td>12/31/2010</td>
<td>15</td>
<td>13</td>
<td>87%</td>
</tr>
<tr>
<td>Filmore Parc</td>
<td>5123 Wilton Drive</td>
<td>8/1/2002</td>
<td>103</td>
<td>90</td>
<td>87%</td>
</tr>
<tr>
<td>Flint Goodridge</td>
<td>2425 Louisiana Ave 70115</td>
<td>11/1/2007</td>
<td>89</td>
<td>79</td>
<td>89%</td>
</tr>
<tr>
<td>Forest Park</td>
<td>3708 Garden Oaks Drive 70114</td>
<td>4/2/2009</td>
<td>71</td>
<td>56</td>
<td>79%</td>
</tr>
<tr>
<td>Guste I</td>
<td>1301 Simon Bolivar 70113</td>
<td>3/17/2008</td>
<td>15</td>
<td>12</td>
<td>80%</td>
</tr>
<tr>
<td>Guste III-Phase I</td>
<td>1301 Simon Bolivar 70113</td>
<td>9/30/2016</td>
<td>4</td>
<td>4</td>
<td>100%</td>
</tr>
<tr>
<td>Guste III-Phase II</td>
<td>1301 Simon Bolivar 70113</td>
<td>12/14/2016</td>
<td>1</td>
<td>1</td>
<td>100%</td>
</tr>
<tr>
<td>Holy Angels Partners</td>
<td>3500 St. Claude 70117</td>
<td>10/1/2003</td>
<td>33</td>
<td>32</td>
<td>97%</td>
</tr>
<tr>
<td>IBERVILLE OFFSITE REHAB 1</td>
<td>Scattered Sites</td>
<td>4/15/2014</td>
<td>20</td>
<td>19</td>
<td>95%</td>
</tr>
<tr>
<td>IBERVILLE OFFSITE REHAB 2</td>
<td>Scattered Sites</td>
<td>4/15/2014</td>
<td>20</td>
<td>17</td>
<td>85%</td>
</tr>
<tr>
<td>Jacksons Landing South</td>
<td>3400 Garden Oaks 70114</td>
<td>12/31/2010</td>
<td>39</td>
<td>33</td>
<td>85%</td>
</tr>
<tr>
<td>Jacksons Landing North</td>
<td>3204 Memorial Park Dr 70114</td>
<td>12/31/2010</td>
<td>39</td>
<td>37</td>
<td>95%</td>
</tr>
<tr>
<td>Lafitte Offsite Scattered Homes</td>
<td>2200 Lafitte Street 70119</td>
<td>10/15/2013</td>
<td>4</td>
<td>3</td>
<td>75%</td>
</tr>
<tr>
<td>Lafitte Onsite I</td>
<td>2200 Lafitte Street 70119</td>
<td>5/19/2011</td>
<td>60</td>
<td>56</td>
<td>93%</td>
</tr>
<tr>
<td>Lafitte Onsite II</td>
<td>2200 Lafitte Street 70119</td>
<td>11/7/2012</td>
<td>35</td>
<td>32</td>
<td>91%</td>
</tr>
<tr>
<td>Lafitte Senior</td>
<td>700 N Galvez St 70119</td>
<td>3/8/2017</td>
<td>70</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>King Rampart Apartments</td>
<td>1931 MLK Blvd 70113</td>
<td>12/5/2012</td>
<td>10</td>
<td>6</td>
<td>60%</td>
</tr>
<tr>
<td>McCaleb Supportive Housing</td>
<td>2412 Clio St 70113</td>
<td>10/17/2012</td>
<td>21</td>
<td>16</td>
<td>76%</td>
</tr>
<tr>
<td>Lafitte VA Rehab</td>
<td>2200 Lafitte Street 70119</td>
<td>10/6/2012</td>
<td>38</td>
<td>37</td>
<td>97%</td>
</tr>
<tr>
<td>Lafitte Senior</td>
<td>700 N. Galvez Street 70119</td>
<td>3/8/2017</td>
<td>70</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Redemptorist Apartments</td>
<td>950 Josephine St 70130</td>
<td>10/10/2007</td>
<td>107</td>
<td>87</td>
<td>81%</td>
</tr>
<tr>
<td>Redmellon 3501 St. Claude</td>
<td>3501 St. Claude 70117</td>
<td>12/31/2010</td>
<td>12</td>
<td>10</td>
<td>83%</td>
</tr>
<tr>
<td>Redmellon Opportunity Homes</td>
<td>Scattered Sites</td>
<td>2/28/2011</td>
<td>28</td>
<td>18</td>
<td>64%</td>
</tr>
<tr>
<td>Redmellon Renewal Homes</td>
<td>Scattered Sites</td>
<td>2/18/2011</td>
<td>11</td>
<td>11</td>
<td>100%</td>
</tr>
<tr>
<td>River Garden Elderly Apartments</td>
<td>2017 Laurel St. 70130</td>
<td>4/21/2009</td>
<td>57</td>
<td>55</td>
<td>96%</td>
</tr>
<tr>
<td>Rosa F. Keller Building</td>
<td>2222 Tulane Ave 70119</td>
<td>7/6/2012</td>
<td>15</td>
<td>15</td>
<td>100%</td>
</tr>
<tr>
<td>Roman Bienville - Lafitte</td>
<td>1810 Bienville St.</td>
<td>6/24/15</td>
<td>1</td>
<td>1</td>
<td>100%</td>
</tr>
<tr>
<td>Roman Bienville - Lafitte</td>
<td>219 N. Roman St.</td>
<td>6/9/2015</td>
<td>2</td>
<td>2</td>
<td>100%</td>
</tr>
<tr>
<td>Roman Bienville - Lafitte</td>
<td>201 – 213 N. Roman St.</td>
<td>6/11/2015</td>
<td>5</td>
<td>5</td>
<td>100%</td>
</tr>
<tr>
<td>Roman Bienville - Iberville</td>
<td>1830 Bienville St. &amp; 225 N. Roman</td>
<td>5/14/2015</td>
<td>9</td>
<td>7</td>
<td>78%</td>
</tr>
<tr>
<td>Savoy Place I</td>
<td>2906 Desire Parkway 70126</td>
<td>2/12/2009</td>
<td>51</td>
<td>40</td>
<td>78%</td>
</tr>
<tr>
<td>Savoy Place II</td>
<td>2906 Desire Parkway 70126</td>
<td>3/30/2011</td>
<td>28</td>
<td>27</td>
<td>96%</td>
</tr>
<tr>
<td>St. Ann Square</td>
<td>2123 Ursulines 70116</td>
<td>1/1/2002</td>
<td>43</td>
<td>32</td>
<td>74%</td>
</tr>
<tr>
<td>The Crescent Club</td>
<td>3000 Tulane Ave 701119</td>
<td>2/4/2011</td>
<td>30</td>
<td>28</td>
<td>93%</td>
</tr>
<tr>
<td>The Preserve New Orleans I LLC</td>
<td>4301 Tulane Ave 70119</td>
<td>2/4/2011</td>
<td>27</td>
<td>25</td>
<td>93%</td>
</tr>
<tr>
<td>Treasure Village</td>
<td>2906 Desire Parkway 70126</td>
<td>4/17/2004</td>
<td>6</td>
<td>5</td>
<td>83%</td>
</tr>
<tr>
<td>Tudor Square Elderly</td>
<td>3011 Milan St 70125</td>
<td>6/1/2012</td>
<td>41</td>
<td>41</td>
<td>100%</td>
</tr>
<tr>
<td>Walnut Square</td>
<td>8501 North I-10 Service Rd 70127</td>
<td>7/13/2009</td>
<td>48</td>
<td>39</td>
<td>81%</td>
</tr>
<tr>
<td>Wisdom Manor</td>
<td>8900 Quince St 70118</td>
<td>2/4/2012</td>
<td>20</td>
<td>19</td>
<td>95%</td>
</tr>
<tr>
<td><strong>Total Units Under PBV Contract</strong></td>
<td></td>
<td></td>
<td><strong>1,501</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
B.3 CIVIL RIGHTS CERTIFICATION

Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations*, must be submitted by the PHA as an electronic attachment to the PHA Plan.
PHA Certifications of Compliance with the PHA Plan and Related Regulations including Required Civil Rights Certifications

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the ___ 5-Year and/or ___ Annual PHA Plan for the PHA fiscal year beginning 10/01/2017, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.

2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA’s jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.

3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.

4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.

5. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.

6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those programs, addressing those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.

7. For PHA Plans that includes a policy for site based waiting lists:
   - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2010-25);
   - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
   - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
   - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing;
   - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).

8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.


10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.

11. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
12. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).

13. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.

14. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.

15. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.

16. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.

17. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).

18. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.

19. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.

22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

Housing Authority of New Orleans

PHA Name

LA 001

PHA Number/HA Code

X Annual PHA Plan for Fiscal Year Beginning 10/01/2017

5-Year PHA Plan for Fiscal Years 20   - 20

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Name of Authorized Official Alice Riener

Title President, Board of Commissioners

Signature

Date July 12, 2017
B.4 Most Recent Fiscal Year Audit.

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

Y  N
☒  ☐

(b) If yes, please describe:

Findings - Financial Statement Audit September 30, 2016

Findings - Major Federal Awards Program Audit:

CFDA # 14.871 Section 8 Housing Choice Vouchers
CFDA # 14.879 Mainstream Vouchers

2016-001 Voucher Client Files

Type of finding:  Compliance:  Eligibility, Reporting & Special Tests
Internal Control:  Material Weakness

Condition:  Of the 60 voucher client tested, the following deficiencies were noted:

- 2 out of the 60 lease files tested had errors on the Form 50058 that resulted in the incorrect amount of HAP/UAP being disbursed during the period under audit.
- 2 out of 60 lease files tested did not have proper support for the annual recertification of Form 50058 performed during the period under audit as required by the HUD Multifamily Occupancy Handbook.
- 4 out of 60 lease files tested relied on income verification performed greater than 120 days prior to effective date of certification performed for Form 50058.
- 3 out of 60 lease files tested did not have proper Housing Quality Standards (HQS) inspections performed within a reasonable time that the Form 50058 was effective or during the period under audit.

Effect:  Failing to ensure the required documents are obtained and retained in the lease files to complete the annual recertification process can result in incorrect information being reported on Form 50058. Incorrect reporting on Form 50058 from errors and insufficient information can result in an inaccurate amount of HAP/UAP to be disbursed to Housing Choice Voucher landlords and tenants for UAP as well as incorrect tenant rents. This affects not only the HAP expense reported on the financial statements and to HUD, but is directly related to the amount of Federal funding awarded to HANO. Insufficient supporting documentation could also lead to ineligible individuals receiving benefits under the program.

Significant delays from when income verification is initially performed and when information is reported on Form 50058 can result in incorrect information being used in HAP/UAP calculations and resulting disbursements.

Failing to provide for an annual inspection for each tenant can result in tenants living in units that are not decent, safe or sanitary; which is the mission of the Housing Choice Voucher Program.

Cause:  HANO has not adequately monitored its Housing Choice Voucher Program to ensure that sufficient and timely information is being obtained and retained in the lease files to support tenant certifications and correct information being reported on Form 50058 and HAP/UAP calculations. HANO has not adequately monitored the HQS inspection process to ensure all units are being inspected annually.
Criteria: HANO is required by HUD to maintain sufficient documentation that HAP/UAP disbursements are properly calculated and reported to ensure eligible individuals are receiving benefit from the program and at the correct funding. HANO is also required to perform annual inspections of units rented under the program to ensure that program participants are provided decent, safe and sanitary housing.

Auditor's Recommendation:

• We recommend that HANO establish procedures to ensure that tenant certifications and inspections are performed timely and completely in accordance with HANO and HUD requirements.

Question Cost: Undetermined

Views of Responsible Officials and Planned Corrective Action:

In February 2017, the Housing Authority of New Orleans (HANO) completed a full reorganization of the Housing Choice Voucher Program (HCVP) Department. As a part of this reorganization, HANO created a new staffing structure with detailed job descriptions for the existing and newly hired staff. The result of the reorganization is a streamlined HCVP Department headed by new leadership who are assessing and, if necessary, developing enhanced practices and policies. A new training system is in place, which will not only thoroughly train new hires on HUD regulations and HANO policies and practices, but will also provide continuing education for existing staff. These trainings will place a large focus on proper verification, timely scheduling and processing of tenant recertification, and correct tenant rent calculations. All Housing Specialist will be required to obtain certifications in HCV Rent Calculation from Nan McKay.

HANO’s new management structure will monitor performance through file audits by the individual managers. The Program Managers are directly responsible for assessing performance, communicating areas of improvement, and recommending further training when necessary. Each manager will be responsible for ensuring that the information and skills learned through the in-house and Nan McKay trainings are being correctly applied to staff’s daily operational work.

Through the reorganization, the Inspections Department will be responsible solely for performing inspections. This shift in operational procedures will reduce the administrative burden of the Inspections Manager – allowing this person to focus on monitoring the progress and timeliness of annual inspections. HANO is also exploring the option of adopting the Bi-annual inspection process according to HUD’s new guidance. Additionally, all Inspectors will be required to obtain certifications in HCV HQS from Nan McKay.

Responsible Person:
April Kennedy and Dawn Domengeaux, Interim Co-Directors
B.5 PROGRESS REPORT

Provide a description of the PHA’s progress in meeting its Mission and Goals described in the PHA 5-Year and Annual Plan.
**MISSION**
The mission of the Housing Authority of New Orleans is to provide affordable housing opportunities for low-income residents of the city of New Orleans, while laying the foundation for economic sustainability.

<table>
<thead>
<tr>
<th>HOUSING AUTHORITY OF NEW ORLEANS GOALS</th>
<th>PROGRESS TOWARDS GOALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>GOAL 1: Expand the supply of assisted housing.</td>
<td></td>
</tr>
<tr>
<td><strong>Objective 1.1</strong></td>
<td>Leverage private and other public funds to create more housing opportunities.</td>
</tr>
<tr>
<td></td>
<td>• While the Cooperative Endeavor Agreement between HANO and the Orleans Parish School Board (OPSB) to negotiate a swap of large-parcel properties expired at the end of 2014, the two agencies continue to work together to identify properties that can be exchanged. HANO sites for potential swap include Christopher Park, a portion of the BW Cooper site, and a portion of the Fischer site. OPSB sites include Lafon and Derham.</td>
</tr>
<tr>
<td></td>
<td>• The Guste III project is funded with bonds and 4% LIHTC, FEMA funds and HANO Capital funds and will include public housing units and project-based Section 8 units.</td>
</tr>
<tr>
<td></td>
<td>• Five projects with offsite replacement units for the Iberville/Choice Neighborhoods Initiative (CNI) project (up to 160 replacement units) began construction in FY 2016.</td>
</tr>
<tr>
<td><strong>Objective 1.2</strong></td>
<td>Continue housing development activities in and around HANO communities.</td>
</tr>
<tr>
<td></td>
<td>• Construction is nearing completion for three developments in HANO communities – Florida, Faubourg Lafitte, and Guste III. Leasing has begun at all of these sites.</td>
</tr>
<tr>
<td></td>
<td>o HANO is self-developing 51 public housing units, an office space, and a green space on a portion of the Florida site. Construction is nearing completion and leasing activities are expected to complete in the second quarter of 2017.</td>
</tr>
<tr>
<td></td>
<td>o The Guste III project includes 155 residential units and is self-developed by HANO through its non-profit entity, Crescent Affordable Housing Corporation. Construction began in 2013, and completion is expected in fall 2017.</td>
</tr>
</tbody>
</table>
| | o At Faubourg Lafitte, the market rate rental component was completed and leased in 2016. The elderly building (100 units) was completed in 2016, and leasing is underway. The renovation of the
final historic building and the on-site affordable and market rate homeownership phases are in predevelopment.

- Regarding housing development of Iberville/CNI, the following has been accomplished: Phases I (152 units), Phase II (75 units), and Phase III (105 units) are complete and occupied with Phase IV (164 units) beginning occupancy second quarter of 2017. Construction on Phase V (80 units) and VI (50 units) is underway simultaneously with leasing projected for second quarter of 2018.

### Objective 1.3
Implement HANO’s Scattered Sites Strategy.

An RFQ for development partners was completed in early 2015, and HANO awarded the development of the first neighborhood-specific RFP for the Bywater in 2016. Predevelopment activities are underway. Two additional RFPs were released in 2016 for the Uptown and Choice Neighborhood Initiative areas. The RFPs generally seek 25% public housing and 2/3 affordable housing on the scattered sites. Additional RFPs will be released in neighborhood bundles in 2017.

### Objective 1.4
Apply for additional rental vouchers should they become available.

HANO applied for and was awarded 22 additional VASH vouchers to be administered in partnership with the Department of Veterans Affairs (VA) facility and Southeast Louisiana Health Care System/New Orleans VA Medical Center. This award brought the total number of VASH vouchers to 400.

## GOAL 2:
Improve the quality of assisted housing.

### Objective 2.1
Improve public housing management. (PHAS score)

The Agency’s overall PHAS score has steadily increased from 2011, with a score of 75 in 2014, and a score of 77 in 2015, the latest year with a composite score. In addition, the PASS score component, which measures the physical condition of public housing units, scored a 29 in 2014, and HANO scored a 32 for 2015. This indicates an improvement in the physical condition of public housing units in HANO and third-party owned developments. Physical inspections are currently underway for the 2016 PASS score component.

### Objective 2.2
Improve voucher management. (SEMAP score)

HANO has moved from a standard performer to a high performer under HUD’s SEMAP assessment system which consists of 14 evaluation criteria. Under the latest assessment for FY 2016, HANO gained significant points in criterion 3 –
<table>
<thead>
<tr>
<th>Objective 2.3</th>
<th>Complete demolition of non-viable buildings.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Of 140 scattered site units that remain to be demolished, 132 have been demolished and the remainder is on track to be completed in FY 2017. HANO has completed the demolition of non-viable buildings on all remaining conventional sites such as BW Cooper, Florida, and Iberville. Slabs and foundations remain to be demolished at BW Cooper.</td>
</tr>
</tbody>
</table>

**Objective 2.4**

<table>
<thead>
<tr>
<th>Modernize buildings in need of system(s) upgrades or other renovations.</th>
</tr>
</thead>
<tbody>
<tr>
<td>• HANO, after resuming management of the Fischer Community in October 2015, has made great strides to improve unit conditions. Some of those improvements include replacement of security cameras, repair of the street light system at the site, improved railings, repaired floors, electrical distribution repairs, and A/C unit replacement at Fischer Senior Village.</td>
</tr>
<tr>
<td>• HANO continues modernization efforts at the Guste High Rise, including several mechanical upgrades.</td>
</tr>
<tr>
<td>• The Guste I site is scheduled to receive new roofing.</td>
</tr>
<tr>
<td>• Occupied Scattered Sites will receive upgrades including windows, flooring and paint.</td>
</tr>
<tr>
<td>• Painting and exterior trim repair took place at The Estates.</td>
</tr>
<tr>
<td>Objective 2.5</td>
</tr>
<tr>
<td>---------------</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>GOAL 3: Increase assisted housing choices.</td>
</tr>
<tr>
<td>---</td>
</tr>
</tbody>
</table>
| | | • HANO conducted several staff-led workshops with landlords to discuss and resolve program issues, and improve landlord education on program rules, regulations, roles and responsibilities.  
• In coordination with the City's proposed rental registry timeline and as part of the Assessment of Fair Housing (AFH) process, HANO plans to expand program participation by providing rental registry landlords with information on how to become HCV landlords. |
| Objective 3.2 | Provide voucher mobility counseling. |
| | | • At the time of voucher issuance, all HCVP participants are advised about the program’s portability feature that allows voucher holders to move to any housing authority jurisdiction in the United States. HANO also absorbs voucher holders porting into New Orleans from other jurisdictions to facilitate the return of families displaced by Hurricane Katrina.  
• As part of the Assessment of Fair Housing (AFH) Plan, HANO will be studying the implications of Small Area Fair Market Rents and other potential Section 8 mobility strategies. The results of the Study will be used to develop an Action Plan to facilitate voucher mobility for HCV participants. |
<p>| Objective 3.3 | Adjust voucher payment standards as market conditions warrant. |
| | | HCVP payment standards are currently set at 110% of HUD’s Fair Market Rents and are continuously monitored to ensure that program participants are successful in locating rental units in their neighborhood of choice. |
| Objective 3.4 | Continue implementation of public housing site-based waiting lists. |
| | | HANO continues to implement site-based waiting lists for HANO-owned and third party-owned developments. In February 2016, HANO opened its site-based public housing wait lists for the HANO Scattered Sites and New Florida for the first time in over 10 years. There was an enthusiastic response, with 10,322 people applying to both wait lists. In 2016, site-based public housing waiting lists were also opened for Columbia Parc, The Estates, Faubourg Lafitte and Lafitte Senior Housing, and Bienville Basin. River Gardens plans to open its site-based public housing waiting list in 2017. |</p>
<table>
<thead>
<tr>
<th>Objective 3.5</th>
<th>Implement HANO’s homeownership program.</th>
<th>HANO has successfully assisted low-income families with purchasing and maintaining homes since the inception of its Homeownership Program in 1999. By the end of 2016, HANO had assisted 31 public housing and 278 voucher participants in becoming homeowners. The program provides direct technical assistance and referrals to families through the entire home buying process, from the completion of an application to loan closing.</th>
</tr>
</thead>
<tbody>
<tr>
<td>GOAL 4: Improve living environment and quality of community life.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Objective 4.1</td>
<td>Implement measures to promote income mixing.</td>
<td>HANO intends to follow the procedures in its Admissions and Continued Occupancy Policy (ACOP) regarding income mixing and deconcentration. At this time, the majority of HANO’s public housing inventory is in mixed-income redeveloped communities.</td>
</tr>
</tbody>
</table>
| Objective 4.2 | Enact safety and security improvements in HANO communities. | - The HANOPD has obtained Community Policing training from representatives of the Los Angeles County Sheriff’s Office and the Housing Authority of the County of Los Angeles. Utilizing techniques and practices from these entities, the HANOPD has introduced Community Policing strategies to HANO developments that have been well received by the community.  
- HANO repaired security cameras at the Fischer site.  
- HANO is working to establish Neighborhood Watch programs at Fischer and The Estates. |
<p>| Objective 4.3 | Further the implementation of HANO’s Elderly Designated Housing Plan. | HANO has successfully designated elderly housing at four project sites. They are Fischer Senior Village which has 100 elderly designated housing units; Columbia Parc which has 120 elderly units, 36 of which are public housing; Faubourg Lafitte which has 100 elderly units, 30 of which are public housing; and Guste High Rise which has 385 units with all but 16 units designated for elderly occupancy. |
| Objective 4.4 | Partner with other agencies to provide housing assistance to the city’s special needs population, including the elderly, disabled and homeless. | - HANO partnered with UNITY of Greater New Orleans, the local COC, and the Southeast Louisiana Veterans Health Care System to provide vouchers for homeless veterans. The Permanent Supportive Housing (PSH) Program which is administered by the State of Louisiana, helps low-income persons with disabilities to obtain and maintain housing in the community. HANO has several PSH units embedded within its redeveloped communities. Under the PSH Program, disabled tenants receive individualized services specific to their needs including: pre-tenancy supports; move-in supports; housing stabilization; and service coordination in collaboration with community providers. |</p>
<table>
<thead>
<tr>
<th><strong>Objective 4.5</strong></th>
<th>Objective: Promote energy efficiency, green building, and other environmentally sustainable design and construction practices.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>HANO continues to incorporate energy efficiency and green building design in all of its units under construction including those at Guste III, Florida, Iberville, and Lafitte Senior. Third-party green building certifications are expected at all of the on-site Iberville redevelopment phases and the Lafitte Senior building as they are placed in service.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>GOAL 5:</strong></th>
<th><strong>Promote self-sufficiency among assisted families and individuals.</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Objective 5.1</strong></td>
<td>Increase the number and percentage of employed persons in assisted families.</td>
</tr>
<tr>
<td></td>
<td>• HANO has annually implemented a Summer Employment Program employing approximately 112 students from assisted families each summer. These students receive hands-on work experience in professional fields and ACT Prep courses and life skills seminars. HANO has partnered with 21st Century Job Readiness Sessions and local employers to implement the Sojourner Truth Neighborhood Center (STNC) Employment Program at Faubourg Lafitte that provides resume preparation, interview skills development, job readiness training and employment opportunities for residents and community members.</td>
</tr>
</tbody>
</table>

| **Objective 5.2** | Provide or attract supportive services to improve self-sufficiency among assisted families. |
| | • HANO in partnership with The City of New Orleans successful completed the first phase of an initiative to connect public housing residents to enhanced broadband services with the ConnectHome program. As a part of this initiative, 300 public housing residents in New Orleans with school-aged children now have access to affordable broadband services and digital literacy training in partnership with local internet providers. |
| | • The Fischer Community received two new computer labs donated by Capital One Bank. State-of-the-art technology equipment located in this dual READesign Technology Lab included large-screen monitors, a 3D printer and scanner, color laser printers and copiers, and digital and video cameras. The lab provides the community with on-demand access to business and financial literacy tools that empower users to develop the skills necessary for economic growth. The labs were designed and refurbished by a team of volunteers from The Heart of America Foundation. |
| | • Residents of Bienville Basin celebrated the opening of a new 903 square-foot Dell Community Technology Center with state-of-the-art technology equipment, 18 desktop computers, 20 “Chromebook” laptops with docking... |
carts, dedicated network servers, in addition to touch interactive projectors and screens all donated by Dell Computers. The Center will provide the appropriate spacing necessary to host and promote learning curricula for youth and adults participating in summer programming and job readiness classes. The facility also includes an outdoor technology garden designed as a courtyard and is equipped with Wi-Fi connections.

<table>
<thead>
<tr>
<th><strong>Objective 5.3</strong></th>
<th>Provide or attract supportive services to increase independence among elderly, disabled, and other individuals with special needs.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• Administered by the State of Louisiana, the Permanent Supportive Housing (PSH) Program is operating in selected HANO communities – helping low-income persons with disabilities to obtain and maintain housing. Under the PSH Program, disabled tenants receive individualized services specific to their needs including: pre-tenancy supports; move-in supports; housing stabilization; and service coordination in collaboration with community providers.</td>
</tr>
<tr>
<td></td>
<td>• Through partnership with Dillard University and other agencies, HANO and its third party managers offer nutrition and exercise programs, physical fitness, social outings, arts/crafts, computer classes, and financial literacy to seniors at various sites.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Objective 5.4</strong></th>
<th>Further Section 3 training, employment, and contracting opportunities.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>HANO has employed over 290 Section 3 residents, provided more than 225 Section 3 training slots, and awarded over $19,000,000 in contracts to Section 3 businesses. The Agency will continue its focus on resident training and employment opportunities and ensure that there is appropriate monitoring of HANO’s ongoing contracts.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Objective 5.5</strong></th>
<th>Partner with local service providers to increase residents’ access to educational programs, job training, healthcare, daycare, homebuyer assistance, and other services.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• HANO has partnered with 21st Century Job Readiness Sessions and local employers to implement the Sojourner Truth Neighborhood Center (STNC) Employment Program at Faubourg Lafitte that provides resumé preparation, interview skills development, job readiness training and employment opportunities for residents and community members.</td>
</tr>
<tr>
<td></td>
<td>• HANO has afterschool programs at multiple sites that are designed to help children enhance their academic skills, fitness levels, social skills, and self-esteem as well as learn conflict resolution and leadership abilities.</td>
</tr>
<tr>
<td></td>
<td>• HANO and Southeast Louisiana Legal Services have joined forces to alleviate collateral consequences associated with a juvenile criminal record by assisting youth up to age 24 expunge, seal, and/or correct records and by</td>
</tr>
</tbody>
</table>
GOAL 6: Ensure equal opportunity and affirmatively further fair housing.

<table>
<thead>
<tr>
<th>Objective 6.1</th>
<th>Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion, national origin, sex, familial status, and disability.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• HANO partnered with the City of New Orleans to complete a comprehensive assessment and to formulate 5-year goals and strategies to affirmatively further fair housing. The City and HANO’s joint Assessment of Fair Housing (AFH) Plan was approved by HUD in November 2016.</td>
</tr>
<tr>
<td></td>
<td>• HANO is updating its Limited English Proficiency (LEP) and Reasonable Accommodations Policies in conjunction with the PHA Planning process for FY beginning October 2017.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Objective 6.2</th>
<th>Collaborate with other agencies to create accessible housing opportunities for persons with disabilities.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• HANO was guided by stakeholder input in updating its Reasonable Accommodations Policy. Additionally, HANO has worked closely with HUD NOLA’s Fair Housing Enforcement to host a series of fair housing workshops.</td>
</tr>
<tr>
<td></td>
<td>• Through collaboration with development partners, the overall number of UFAS accessible public housing units in HANO’s inventory has increased from 281 to 346 between 2012 and 2017, expanding by 23%.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Objective 6.3</th>
<th>Ensure that the process for making reasonable accommodation shall be accessible to all persons.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• HCVP Department partnered with the Advocacy Center to conduct six (6) training sessions to educate the HCVP staff on reasonable accommodations. Segments of the training also focused on recognizing unarticulated needs for assistance and ways to improve customer satisfaction.</td>
</tr>
<tr>
<td></td>
<td>• HANO has revised its hearing procedures to ensure that Hearing Officers grant a continuance of any hearing if a resident has a pending reasonable accommodation application. In making this change, HANO acknowledged that the hearing outcome may change based on the outcome of the reasonable accommodation application.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Objective 6.4</th>
<th>Continue to educate staff on fair housing issues.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• HANO teamed with the Advocacy Center to offer six, three hour courses on fair housing to all staff within the HCVP Department.</td>
</tr>
<tr>
<td></td>
<td>• Members of HANO's executive team participated in NAHRO's Affirmatively Furthering Fair Housing e-Briefing and Virtual Town Hall Meeting which focused on the importance of building community partnerships for successful implementation of the fair housing regulations.</td>
</tr>
</tbody>
</table>
B.6   Resident Advisory Board (RAB) Comments
<table>
<thead>
<tr>
<th>Date</th>
<th>RAB Meeting Comments</th>
<th>HANO Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/10/17</td>
<td>HANO needs to provide assistance based on cost of living in an area.</td>
<td>Housing Choice Voucher Program (HCVP) payment standards are currently set at 110% of HUD’s Fair Market Rents and are continuously monitored to ensure that program participants are successful in locating rental units in the area.</td>
</tr>
<tr>
<td>5/10/17</td>
<td>What is the age that HUD considers elderly?</td>
<td>HUD considers those age 62 and over as elderly.</td>
</tr>
<tr>
<td>5/10/17</td>
<td>A problem exists with the lack of one bedrooms for disabled tenants.</td>
<td>The waitlist data does show that there is a substantial need for one bedroom units. HANO is trying to add additional one bedroom units through its programs.</td>
</tr>
<tr>
<td>5/10/17</td>
<td>Although Fischer has an elderly only designation, there are some units that are occupied by non-elderly because they were grandfathered in.</td>
<td>An elderly-only designated unit may be occupied by a near elderly tenant under certain conditions. Near elderly is defined by HUD as persons between the ages of 50 and 61.</td>
</tr>
<tr>
<td>5/10/17</td>
<td>HANO has to do better in educating HCV and PH residents.</td>
<td>HANO, in efforts to educate residents, publishes a biennial agency newsletter and posts new policies on its website.</td>
</tr>
<tr>
<td>5/10/17</td>
<td>What happens when a tenant has no income?</td>
<td>HANO has a minimum rent but based on circumstances this can be waived. A tenant should provide documentation at the management office.</td>
</tr>
<tr>
<td>5/10/17</td>
<td>Can a tenant get a utility allowance to help with utilities despite having no income?</td>
<td>Yes, the utility allowance is based on the type of units and average consumption used by a unit of that size in the surrounding area.</td>
</tr>
<tr>
<td>5/10/17</td>
<td>Can a letter stating that someone is gifting a tenant funds or donating to the tenant be considered as income?</td>
<td>Yes.</td>
</tr>
<tr>
<td>Date</td>
<td>RAB Meeting Comments</td>
<td>HANO Response</td>
</tr>
<tr>
<td>----------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>5/10/17</td>
<td>Under the new expedited terminations for criminal activity that replaced One Strike, will residents be evicted due to arrests for criminal activity prior to convictions?</td>
<td>Arrests alone will not be sufficient for evictions. There has to be sufficient evidence in addition to the arrest that supports that the resident was involved in criminal activity.</td>
</tr>
<tr>
<td>5/10/17</td>
<td>Regarding the Occupancy by Police Officer, is the policy just for HANO managed sites?</td>
<td>The proposed Occupancy by Police Officer policy is applicable to both HANO managed and to 3rd party managed public housing sites.</td>
</tr>
<tr>
<td>5/10/17</td>
<td>A problem exists with HANO selecting officers since the sites would know the most suitable officers.</td>
<td>HANO will not select the officers. The sites are expected to select the officers and HANO has to approve the selection after ensuring that they are in good standing.</td>
</tr>
<tr>
<td>5/10/17</td>
<td>Will there be a form for requesting Reasonable Accommodations?</td>
<td>Yes.</td>
</tr>
<tr>
<td>5/10/17</td>
<td>If a person completes a change of address and HANO continues to send eligibility screening to the wrong address, will they be reinstated if they miss their eligibility appointment?</td>
<td>Yes.</td>
</tr>
<tr>
<td>5/10/17</td>
<td>If a person is on the tenant based waitlist, can they receive a PBV voucher?</td>
<td>No, they have to be on the Project Based Voucher (PBV) waitlist. To receive a PBV voucher, residents must be on the tenant based waitlist and the PBV waitlist.</td>
</tr>
<tr>
<td>5/10/17</td>
<td>Utility allowance appears to be calculated differently for two people with the same income and the same type of unit. How is utility allowance calculated?</td>
<td>The utility allowance is based on the type of units, the average consumption used by a unit of that size in the surrounding area, and the utilities that the tenant is responsible to pay.</td>
</tr>
</tbody>
</table>


<table>
<thead>
<tr>
<th>Date</th>
<th>RAB Meeting Comments</th>
<th>HANO Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/10/17</td>
<td>People with zero income are not getting utility allowances at 3rd party managed public housing sites. HANO should oversee this process.</td>
<td>HANO will ensure oversight of 3rd party managed properties and run a report on all public housing units to determine whether utility allowances should be provided to the tenant and if the tenant is receiving the allowance.</td>
</tr>
<tr>
<td>5/10/17</td>
<td>How long does it take to house an applicant under the HCV program once they receive a leasing packet? Some applicants report that it has taken two months to be housed.</td>
<td>There are many factors that contribute to the actual timeframe between voucher issuance and lease-up; however, HCVP staff will continue to address specific hardship issues. Please note that it has been three months since the reorganization of HCVP and during this time HANO has seen a decrease in customer service issues.</td>
</tr>
<tr>
<td>5/10/17</td>
<td>Third Party Managers at Marrero Commons take at least two months to turnover units. Maintenance has a number of outstanding work orders. For instance, a unit has had water damage in a bathroom for 7 months. There are also delays with lease signing. HANO has to ensure accountability and build an oversight relationship.</td>
<td>HANO will investigate the matter and ensure timely dispensing of work orders by 3rd Party Managers.</td>
</tr>
<tr>
<td>5/10/17</td>
<td>HANO should establish meetings with Resident Leaders at each public housing site to understand issues with 3rd party management. There continues to be outstanding issues with maintenance at Lafitte.</td>
<td>HANO will readily participate in site-based resident meetings. Please provide prior notice and agenda items to be discussed.</td>
</tr>
<tr>
<td>5/10/17</td>
<td>If a refrigerator breaks in public housing, shouldn’t it be replaced in 24 hours? At Marrero Commons, the managers have to send the work order to St. Louis and it takes several months before receiving a refrigerator. HANO needs to review.</td>
<td>HANO will investigate the matter and ensure timely dispensing of work orders from 3rd Party Managers.</td>
</tr>
<tr>
<td>Date</td>
<td>RAB Meeting Comments</td>
<td>HANO Response</td>
</tr>
<tr>
<td>----------</td>
<td>--------------------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>5/10/17</td>
<td>When will summer applications for youth employment be provided?</td>
<td>They will be provided on May 12, 2017. The Summer Youth employment program will start June 5, 2017.</td>
</tr>
<tr>
<td>5/10/17</td>
<td>Resident leaders from sites such as CJ Peete and St. Bernard should be required to attend RAB meetings to receive perks like summer youth employment for their site.</td>
<td>Resident leaders are elected by their peers and serve in a voluntary capacity. If residents believe that their leaders are not fully representing their interests, when elections occur they will have an opportunity to choose another leader(s).</td>
</tr>
<tr>
<td>5/10/17</td>
<td>Will supervisors for the Summer Employment Program be site based?</td>
<td>No. The supervisors will come from prior summer youth employed by HANO who have now graduated from high school and are in college.</td>
</tr>
<tr>
<td>5/10/17</td>
<td>What happens with the 14 to 15 year old youth? Will they continue to go to Dillard?</td>
<td>Yes, however if they went to Dillard last year, HANO will not send them to Dillard to attend the same ready-for-work program. They will work 20 hours a week. The older youth will work 25 hours a week.</td>
</tr>
<tr>
<td>5/10/17</td>
<td>Why not use vacant scattered site land as playing fields or some type of positive community space for people until resources become available for development of affordable housing?</td>
<td>Establishing recreational areas on vacant scattered sites would increase maintenance and insurance costs beyond what HANO can afford with its limited public housing subsidy. Given the financial challenges, HANO is trying to minimize its maintenance/holding costs and keep scattered site properties readily available for development of affordable housing.</td>
</tr>
<tr>
<td>5/10/17</td>
<td>Will cameras be placed at New Florida because the unoccupied police cars will no longer be a deterrent?</td>
<td>HANO is refining the layout and number of cameras so that pricing and a contractor can be obtained to install a security camera system at New Florida.</td>
</tr>
</tbody>
</table>
Stakeholder Comments

- Stakeholder Comment Letters
- Response to Stakeholder Comments
- Link to Public Hearing Audio

[Link to Public Hearing Audio (06/06/17)]
June 9, 2017

Gregg Fortner, Executive Director
Housing Authority of New Orleans
4100 Touro Street
New Orleans, LA 70122

Please accept these comments and review of the Housing Authority of New Orleans (HANO's) annual 2017 Public Housing Authority (PHA) Plan, Administrative Plan, and Admissions and Continued Occupancy Policy (ACOP) on behalf of the Greater New Orleans Fair Housing Action Center (GNOFHAC). GNOFHAC is a private, non-profit civil rights organization dedicated to eradicating housing discrimination throughout the greater New Orleans area through education, investigation, and enforcement activities.

We congratulate you on your successful submission—in partnership with the City of New Orleans—of an Assessment of Fair Housing (AFH) plan, which is widely regarded as a model for the nation. GNOFHAC is grateful for the working relationship developed with HANO staff during that process and we will continue to offer our assistance in meeting the goals and metrics set out in the plan.

The following comments are structured around the goals and commitments set forth in the AFH.

**Goal 1: Lower barriers to expanded affordable housing in high opportunity areas through inclusive strategies.**

**Scattered Sites**
We commend HANO for its work to rebuild deeply affordable units on scattered site properties. In particular, the prioritization of properties in high-opportunity and gentrifying neighborhoods like the Bywater, Uptown, and the Choice Neighborhoods Initiative area specifically meets this first goal set forth in the AFH. GNOFHAC would also caution that rebuilding future tranches in high-poverty neighborhoods with few opportunities is likely to perpetuate segregation and leave residents stranded in areas with little access to jobs, transit, or other amenities.
Project Based Vouchers
The PHA plan also addresses future new building through the award of Project Based Vouchers (PBVs). PBVs offer an important opportunity to site deeply affordable units in high-opportunity neighborhoods, however, on pg. 23 the PHA plan states that it may be too difficult to site units in areas with poverty rates of 20% or less because of the high poverty rate throughout the city. The 2015 American Community Survey poverty rate for Orleans Parish has now dropped to 23.4%. GNOFHAC recommends that HANO reflect priority in scoring for new PBV developments in census tracts with poverty rates below the citywide rate of 23.4%. This practice would realize HANO’s commitment in the AFH to priority scoring.

Landlord Outreach and Streamlining
The AFH also commits HANO to work in partnership with nonprofit partners to develop streamlined policies and procedures for entry into the HCVP program in order to increase HCVP landlords in neighborhoods of opportunity. Though not necessarily connected to voucher-holder mobility in the Administrative Plan, the proposed change to biennial inspections for passing units may help attract new landlords. GNOFHAC’s only concern with this policy is the lack of knowledge among residents about their right to a complaint-based special inspection. We echo SLLS’s call to provide a document and explanation at contract signing and at each annual recertification specifically informing tenants of their right to request a special inspection at any time. PBV tenants should of course have the same access to special inspections.

The PHA plan also suggests some outreach to landlords has occurred, but it’s not clear how nonprofit partners have been engaged. GNOFHAC should be considered as a partner in publicizing future meetings or convening prospective HCVP landlords who have previously expressed interest in the program.

Small Area Fair Market Rents
GNOFHAC is also an eager partner in the study of Small Area Fair Market Rents (SAFMRs), as listed in both the PHA Plan and the AFH. Now that the HCVP department reorganization is complete, we look forward to convening a group to begin studying this and other voucher mobility strategies.

Goal 2: Reduce housing segregation and discrimination by aggressively conducting fair housing education and enforcement activities, in coordination and with fair housing organizations.

Fair Housing Trainings for Staff
HANO should be applauded for partnering with the Advocacy Center to conduct training sessions to educate the HCVP staff on reasonable accommodations. This meets one of the metrics under this section of the AFH.

Goal 3: Ensure that internal policies and practices advance access & mobility for groups with significant challenges in accessing safe and affordable housing
including people with disabilities, people with limited English proficiency, and people with criminal records.

**HCV Representation**
One of the AFHs metrics to be achieved in 2017 is adding HCV residents to the resident advisory board or reconvening an HCV specific resident advisory board. The importance of this metric is underscored by the fact that HCV households now make up roughly 90% of all households served by HANO. The PHA plan’s “progress report” section would be an ideal space to incorporate reporting on progress toward this goal.

**Criminal Background Policy**
As of the last stakeholder meeting, HANO’s new criminal background policy and review panel process appear to be serving prospective clients well. To ensure the composition of that panel—in particular the inclusion of a resident—is memorialized, we recommend adding this into the Administrative Plan on pg. 54. GNOFHAC also encourages HANO to make public the criminal background policies of all third party owners and managers to ensure consistency with the HANO policy.

**Limited English Proficiency**
In the AFH, HANO makes a commitment to provide better access to people with limited English proficiency (LEP). The statistics in the PHA plan suggest that this may be of particular concern as low-income Latino and Asian families are dramatically underrepresented on the HCVP wait list. Asian families make up nearly 2% of low-income renter households, but account for only two-tenths of a percent of families on the HCVP wait list. Latino families make up 5% of low-income renter households, but there is not a single Latino family reported on the HCVP wait list. The draft LEP policy in the ACOP and Administrative Plan may not be sufficient and GNOFHAC recommends that HANO work with Puentes and MQVN CDC to ensure the policy is meeting the needs of people with LEP.

**Grievance Procedures**
GNOFHAC strongly supports SLLS’s recommendations to improve grievance procedures among third party owners and managers. HANO has taken the lead on crafting efficient, progressive policies—like its criminal background policy—and should not let third party managers move the agency in the wrong direction.

**Occupancy by Police Officers**
GNOFHAC opposes the draft ACOP policy allowing for above-income NOPD officers to occupy low-income units. Given the staggering number of families on HANO’s wait list and the lack of affordable housing options in the city, above-income families should not be given preference. If NOPD officers desire to live in the market-rate units of mixed-income developments, they should be welcomed like any other prospective tenant.
Ms. Shelly Smith  
Strategic Planning Director  
Housing Authority of New Orleans  
4:00 Touro Street  
New Orleans, LA 70122

Re: Housing Authority of New Orleans Agency Plans

Ms. Smith,

The Greater New Orleans Housing Alliance (GNOHA) is a collaborative of non-profit housing builders and community development corporations working to rebuild the housing stock available in the city of New Orleans. The collaborative advocates for the preservation and production of affordable housing for people within the Greater New Orleans metropolitan region and places a special emphasis on the needs of the most vulnerable in society—seniors, people with disabilities, veterans, low-wage workers and low-income families.

GNOHA works closely with HousingNOLA and the implementation of the HousingNOLA 10 Year Strategy and Implementation Plan, which offers a road map to maximize the effectiveness of scarce government resources, increasing non-traditional resources, and assisting private sector investors in making strategic choices. HousingNOLA also offers a data framework to inform future housing policy, as well as shared leadership and engagement towards more thoughtful and scalable housing developments that are affordable for all income levels.

GNOHA’s Policy Committee, along with HousingNOLA, seeks to work closely with HANO Staff and Board to achieve better housing policies and practices in the fiscal year to come. Below are our comments to the Housing Authority of New Orleans’ Public Housing Agency Plans.

1. Deconcentration of Housing Choice Vouchers We applaud HANO for its efforts in working with the City on its Assessment of Fair Housing Plan, and being the first jurisdiction to have its plan approved by HUD. The goals and priorities set out in the AFH Plan present a vision for addressing long-standing disparities in access to housing and housing standards among the citizens of New Orleans. We strongly support the stated priority to decrease the percentage of Housing Choice Vouchers (HCV) in racially/ethnically-concentrated areas of poverty (R/ECAPs) by taking steps to increase landlord participation and HCV tenant mobility.

June 8th 2017
2. **Mobility Strategies** The recent reorganization of the Housing Choice Voucher Program (HCVP) Department provides the opportunity for HANO to tackle this priority with a renewed purpose. We are encouraged that the Housing Choice Voucher Administrative Plan includes the objectives of recruiting more landlords into the program outside of R/ECAPs and informing tenants on the benefits of living outside of R/ECAPs. We ask HANO to take more proactive steps in both of these areas and develop more robust plans and policies to achieve these goals. GNOHA should be considered a partner and resource in these efforts.

3. **Language Accessibility** The HousingNOLA plan emphasizes the importance that minority populations are fully able to access housing resources and programs. We ask that HANO be more proactive in making the HCVP and other programs more accessible for residents for non-English speaking residents. Particularly, Spanish and Vietnamese translations of important HANO documents is key to achieving this goal.

4. **Occupancy by Policy Officers** Public Housing Admissions and Continued Occupancy Policy provides that HANO will allow Police Officers to occupy one unit in any public housing community at restricted rents even if the Police Officer does not meet the income limitations of the property. This policy makes sense for the stated goal of increasing security; however, we are concerned about giving up a rent-restricted unit given the high demand for affordable units. Given that all New Orleans public housing properties are mixed-income and have market-rate units on site, there is an opportunity to work with property managers to reserve a market-rate unit at restricted rents for police officers instead of a public housing unit. This would allow HANO to address its goal of increased security without taking away an income-restricted affordable unit from an eligible low-income household.

5. **Energy Efficient Utility Allowance** We ask that HANO include a plan to implement an Energy Efficient Utility Allowance PILOT for the upcoming year. This program will reward owners of Housing Choice Voucher rentals that are built to a superior level of energy efficiency, thus encouraging efficiency measures that would lower utility bills for renters. GNOHA has been in talks with HANO staff around this initiative, and we are confident that it will be implemented, and should thus be included in the Annual Plan.

6. **Inspections** GNOHA supports Southeast Louisiana Legal Services’ comments regarding more education around compliance with Housing Quality Standards between inspections. At tenant contract signings/annual income recertifications, HANC should provide documents that inform tenants of their right to request a special inspection at any time.

7. **Terminations and Grievances** We are concerned that Signature Communities’ third party owners and managers are subject to standards less comprehensive than those for HANO-owned properties. Public housing tenants living in third party-managed sites should have the same protections as public housing tenants living in HANO owned sites. GNOHA supports SLLS’s submitted recommendations to HANO on this issue.
If you have any further questions regarding GNOHA’s comments, please do not hesitate to contact me at 504-244-8301 or at amorris@gnoha.org.

Sincerely,

[Signature]

Andreanea Morris
Chair/President, GNOHA Board of Governors
Executive Director, HousingNOLA
Friday, June 9, 2017

Housing Authority of New Orleans
Board of Commissioners
Development Committee
2100 Touro Street
New Orleans, LA 70122

RE: COMMENTS TO APRIL 2017 REVISIONS OF HANO ADMIN PLAN AND ACOP

On behalf of Southeast Louisiana Legal Services, the largest nonprofit civil legal aid law firm in Louisiana providing free civil aid to low-income people in twenty-two parishes, including Orleans Parish, we submit the following comments on the April 2017 draft of HANO’s Administrative Plan and ACOP. Based on our daily interactions with subsidized tenants and the agency, we have targeted only our top recommendations. We look forward to continued cooperation with HANO as we seek to serve our mutual clients.

Admin Plan Comments

1. LEP Policy: SLLS applauds HANO’s revisions to its LEP policy in 3.12.1. Offering free interpreters and translating vital documents for LEP individuals is of critical importance in ensuring HANO’s programs are accessible to all.

2. Disaster Preference: SLLS supports HANO’s addition of the Disaster Preference in 5.93 to assist low income individuals displaced by natural disasters.

3. Reasonable Accommodations: HANO’s revised Reasonable Accommodations policy found in the Fair Housing Appendix makes several improvements in providing equal access to families with disabled household members. Several provisions demonstrate HANO’s commitment to affirmatively furthering fair housing. For a few of the provisions, we are requesting clarification and offer suggestions along with our feedback:
   a. SLLS supports HANO’s decision to approve higher payment standards up to 120% of FMR as a reasonable accommodation.
We fully support permitting elderly and disabled families to recertify every other year will ease access to the program for these families.

b. Maintaining Reasonable Accommodations on file for three years will further preserve the right to fair housing.
   i. SLLS seeks clarification on this policy as to whether families who have been granted a reasonable accommodation will still be required to recertify this fact each year. It is our position that once the accommodation is granted, it should remain in place until the family informs HANO that it is no longer required. In cases where the disability is obvious and of a permanent nature, the accommodation should be a permanent part of the file. In other cases, it is reasonable for HANO to seek to verify continuing need for the accommodation every three years.

d. For ease of access, HANO should provide a copy of its Reasonable Accommodation form in the Admin Plan, on their website and at their front desk. The form should also be included at recertifications and contract signings.

4. Inspections: SLLS generally supports the proposed change in the Administrative Plan to biannual inspections for properties that passed their annual inspections on the first try two years in a row, to the extent that it reduces the administrative burden on participating landlords and tenants. However, SLLS has concerns about compliance with Housing Quality Standards between inspections absent increased education of participants on the complaint-based Special Inspection process. Many tenants are unaware that special inspections exist or can be requested at any time. SLLS encourages HANO to provide a document and explanation at contract signing and at each annual recertification specifically informing tenants of their right to request a special inspection at any time. (Currently the form provided at contract signing only discusses HCS obligations). In addition, PBV tenants must be able to access complaint-based special inspections if inspections are limited to biannual inspections.

5. Admissions: SLLS applauds HANO’s new criminal background and screening procedures. We encourage HANC to review the language in the Administrative Plan to ensure that it reflects the new policy, including the requirement that the review panel include a tenant member. Many participants currently do not know about the new policy. HANO should inform applicant and participant families of the new policy through public postings and fliers at recertifications, so that participants can take steps to reunify their families and do not resort to violating occupancy rules.

6. Inclusion of LGBT individuals and nontraditional families: SLLS recommends that HANO continue to take steps to make language more inclusive to transgender, non-binary, and gender nonconforming participants. For example, “pregnant people” should be substituted for “pregnant women.” SLLS applauds HANO for inclusion of many types of families through its “interdependent relationship” language, however in section 4.6.2 “the marriage partner may be a
ACOP Comments

1. Admissions: SLLS applauds HANO’s new criminal background and screening procedures. We encourage HANO to review the language in the ACOP to ensure it reflects the new policy, including the requirement that the review panel include a tenant member. Many participants currently do not know about the new policy as seen in our daily client interactions. HANO should inform participant families of the new policy through public postings and fliers at recertification, so that participants can take steps to reunify their families.

2. Request for Increased HANO Oversight of Signature Communities
   a. SLLS serves residents of HANO Signature Communities with high frequency and regularly encounters noncompliance with both the ACOP and federal public housing regulations by Third Party Property Managers. This noncompliance jeopardizes the housing of thousands of residents and subjects clients to arbitrary treatment, resulting in both illegal fees and evictions in violation of public housing regulations as well as their Regulatory and Operating Agreements.
   b. We strongly discourage the amendments to the ACOP giving deference to leases made by Third Party Property Management, which we believe would only further exacerbate noncompliance with public housing regulations. SLLS would like to meet with HANO to discuss these issues further as they impact nearly all public housing and LIHTC tenants in New Orleans.
   c. Of note is the concern that private Third Parties are not adhering to public housing regulations and the ACOP for residents living in mixed public housing and tax credit units. SLLS sees these issues daily and offers the following anecdote from an actual case:
      i. A single working mother pregnant with her second child, who lives in a mixed subsidy unit (public housing and tax credit) is served with a notice of outstanding balance equivalent to two months’ rent which states an eviction will be filed if she does not pay the total amount due. She works at a fast food establishment and went on maternity leave for two months, which was timely reported to the private Third Party Property Manager. Her employer also timely provided confirmation of her maternity leave. Under public housing regulations this timely reported decrease in income should have been reflected on her next month’s portion. (ACOP pg. 134) Third Party Property Management claims the reason her timely reporting to management did not
reduce her rent is because she is also in a tax credit unit, which requires additional paperwork. The client is not told about this until after she fails to pay rent for the two months. By the time she provides the paperwork, she is told it is too late to go back into the system to retroactively reduce her rent, a violation of the ACOP.

ii. The client now risks losing her housing at a Signature Community because Management strictly applied tax credit rules rather than public housing rules. She now owes roughly half of her monthly income, in addition to her existing rent towards this balance. Public housing regulations supersede tax credit rules in mixed units and permit management to reduce rent when proper notice is provided under public housing rules.

iii. While this is just one example, our office regularly encounters these issues across all HANO Signature communities. HANO clarification and oversight is critical to ensuring that Signature Communities comply with the requisite regulations.

d. Termination and Grievances: SLLS has concerns about the level of deference afforded to Signature Communities’ third party owners and managers in terminations and grievances. The revisions to the ACOP indicate a “hands off” approach when it comes to third party managers, to who oversee the vast majority of NOLA’s public housing. While third party leases may technically comply with HUD regulations, they frequently have less favorable terms than HANO’s policy for HANO-owned public housing units. HANO has decades of experience working with low-income families, has developed expertise in the particular needs and obstacles facing participant families, and has spearheaded some of the most progressive policy change in the country around criminal background. Public housing tenants living in third party-managed sites should have the same protections as public housing tenants living in HANO owned sites. We frequently have concerns about third party managers’ interpretation of their obligations under federal regulations absent HANO oversight. For example we see third party managers categorize any alleged violation as “criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises” in order to bypass the grievance process. We also see frequent issues with notices provided by third party managers, for example compliance with the requirement that where a grievance is not available due to the nature of the violation, tenants must be notified.

i. The revised ACOP says Signature Communities “may” have grievance hearing procedures in place. HANO must make it clear that third party managers must have grievance policies, they must be in the lease agreement, and tenants must be given proper notice of their grievance rights.
3. The ACOP’s Reasonable Accommodations Policy Should Mirror Admin Plan’s Policy, Consistent with Fair Housing Principles

a. The revisions to the ACOP’s Reasonable Accommodations policy are significant as HANO’s guiding principles for Signature Communities to respond effectively to the needs of tenants living with disabilities. As such, the policy should be internally consistent with the Fair Housing principles found in the “Fair Housing Appendix” to the HANO Admin Plan. The revised ACOP does not provide as concise and clear information on Reasonable Accommodations as the Fair Housing Appendix.

b. Notably, it lacks mention of the interactive process between HANO’s Agents and tenants necessary to provide meaningful access for people with disabilities. Whereas the Admin Plan states “HANO will seek to engage in a process of dialogue and joint problem solving with applicants and residents;” the ACOP states “It is up to the applicant or resident to actually request and/or inform HANO or its Agents of the need for a reasonable accommodation.” (emphasis added)(ACOP 12). This language appears to be in contradiction to the policies in the Fair Housing Appendix.

c. While the Admin Plan sets a 30 day time period for the agency to respond to a Reasonable Accommodation request, the ACOP is silent on a time period or procedure to be followed by the Signature Communities. Additional guidance on procedure should be provided to assure effective review and resolution of requests.

d. HANO’s Admin Plan is very clear that HANO staff will be trained in Reasonable Accommodations Procedures. (Fair Housing Appx 4). The ACOP provides no similar assurance that Third Party Property Managers will receive training on Reasonable Accommodations. SLLS believes this training should be mandatory for all Signature Community employees who work directly with tenants so that they may identify and properly respond to requests for reasonable accommodations.
4. Escrow requirement: Page 173 of the ACOP contains an outdated policy regarding the escrow requirement for grievance hearings. 24 CFR 966.55 was eliminated in 2016, HANO should update this section accordingly as the regulations no longer require a deposit in escrow to obtain a grievance or hearing on a rent dispute.

5. Inclusion of LGBT individuals and nontraditional families: HANO should take steps to make language more inclusive to transgender, non-binary, and gender nonconforming participants. For example, “pregnant people” should be substituted for “pregnant women.” SLLS should include the “interdependent relationship” language from its Administrative Plan in its ACOP. Many families include spouses or partners who are not legally married and do not wish to be legally married, but who have an interdependent relationship. These families should have the same rights within the public housing program.

6. Police Officer Occupancy: SLLS acknowledges that security is an important concern at public housing developments but encourages HANO to reconsider the current revised provision on Police Officer Occupancy. The ACOP will allow police officers to occupy public housing units for which they do not income-qualify. In consideration of the affordable housing crisis in New Orleans, where three out of five renters spend more than 30% of their income on rent, and two out of five spend over half of their income on rent, the small supply of available public housing should be strictly allocated to income eligible families only. NOPD officers, who make approximately $44,000 per year should be permitted to live in market rate or tax credit units at mixed-income developments; however, public housing units should be reserved for families in need. SLLS encourages HANO to consider other means of improving security that preserve the supply of public housing for those suffering economic hardship.

7. VAWA 2013 Additions: SLLS applauds HANO’s updates to its policy on domestic violence and sexual assault survivors consistent with the 2013 VAWA amendments. SLLS encourages HANO to train caseworkers on the acceptability of the Self-Certification form (HUD FORM 5382) as sufficient evidence of domestic violence when transfers or lease bifurcation are requested. “Split Households for Domestic Violence” on page 126 mistakenly omits this form of verification.
We thank you for your attention and look forward to discussing these recommendations further. We welcome a meeting with HANO staff to address our concerns.

Sincerely,

[Signature]

Southeast Louisiana Legal Services

Housing Unit
June 9, 2017

Greg Fortner, Executive Director
Housing Authority of New Orleans
c/o Strategic Planning Department
4100 Touro Street
New Orleans, LA 70122
info@hano.org

Cc: HANO Board Commissioners
    Alce Rienar, Andreaneceia M. Morris,  Dwayne G. Bernal, Toni Hackett
    Artrum, Donna Johnigan, Debra Joseph, Vonda Rice, and Cantrese Wilson

VIA EMAIL

RE: COMMENTS ON HOUSING AUTHORITY OF NEW ORLEANS’ PROPOSED POLICY ON OCCUPANCY BY POLICE OFFICERS

Dear Mr. Fortner,

We would like to begin by acknowledging this body’s commitment to continued provision of affordable housing for New Orleans’ residents and recognizing the importance of this board’s criminal background policy as a piece of increasing wellbeing of all our public housing communities. As always, Stand with Dignity shares this Commission’s belief that creating access to stable housing for individuals and families will ensure that New Orleans’ residents can thrive in the city. Today, we write in opposition to the proposed change in the 2017 draft of the Admissions and Continued Occupancy Policy (ACOP) creating Occupancy by Police Officers in Public Housing. We believe strongly that the proposed changes both fail to increase public safety in our communities, while also decreasing the availability of sorely needed affordable housing. True public safety can only come through stronger communities—strengthened through increased access to good jobs and mental health and educational opportunities.

Stand with Dignity (Stand) is a grassroots membership organization of structurally unemployed and underemployed Black workers dedicated to building career ladders for workers who have been locked out of work in the redevelopment of New Orleans and fighting for first class citizenship across New Orleans. Stand has worked closely with HANO over the last three years to support the development of a housing policy that includes all residents in this city. Most recently, we have worked closely together to develop and implement HANO’s nationally applauded criminal background policy.
Stand with Dignity opposes the proposed changes to HANO’s ACOP. In Chapter 2, HANO proposes to add language that allows for occupancy by police officers (see pg. 20).¹ Specifically, HANO states:

**Occupancy by Police Officers**

*For the purpose of increasing security, HANO may allow a Police Officer who is not otherwise eligible for residency in public housing to reside in a public housing dwelling unit. The number of Police Officers admitted shall not exceed more than one Officer per public housing community. HANO must approve residency of all Officers selected for occupancy under this policy. HANO must also receive HUD approval for each unit to be occupied by a Police Officer before the Officer may move into the unit.*

The proposed ACOP amendment mirrors § 960.505 in the Code of Federal Regulations that allows for occupancy by police officers who would not otherwise be eligible for occupancy in public housing “for the purpose of increasing security for residents of a public housing development … [where] a statement that such occupancy is needed to increase security for public housing residents.”²

1. **Community response to proposed ACOP “Police Occupancy” changes**

Stand with Dignity members and other community members surveyed overwhelmingly expressed opposition to the proposed policy change. See below for key representative responses:

- “It is a fearful thing considering how many police have murdered or committed acts of violence or poor people of color, especially Black people.”
- “Do they pass up the 20000+ already on the waiting list, and are they skipping poor people?”
- “The police have had offices in public housing in the past and it did not keep us safe then. What can be different about it now?”
- “Why is this a priority instead of getting reentering citizens back into housing? We won that in the previous ACOP and it was considered a national model yet people are still homeless because of previous convictions.”
- “Why can’t they get in under the same rules as the rest of us?”
- “Racial profiling will be heavier.”
- “This feels like a direct route to towards martial law…what’s next, the DA and judges living in our communities too?”
- “Will they use their powers to move us out so that their co-workers can have a place to stay too?”


² See C.F.R. § 960.505 (b): “Occupancy in public housing. For the purpose of increasing security for residents of a public housing development, the PHA may allow police officers who would not otherwise be eligible for occupancy in public housing to reside in a public housing dwelling unit. The PHA must include in the PHA annual plan or supporting documents the number and location of the units to be occupied by police officers, and the terms and conditions of their tenancies; and a statement that such occupancy is needed to increase security for public housing residents.”
Key quotes from national media express similar opinions:

- “When half of young Black Americans don’t expect to live through their 30s, and when undocumented immigrant families have to live in fear of losing their loved ones due to detention and deportation and when Sikhs and Muslims regularly face threats of violence, it becomes clear that there is a monopoly on who has the right to feel and be safe in this country. That monopoly is regulated and enforced by multiple government entities, from the Department of Homeland Security and Immigration and Customs Enforcement to local, militarized cops and even corporations that run private security and private prisons.”

- “Whenever a person of color is killed by a police officer in this country like Alton Sterling and Philando Castile were, my Twitter timeline erupts in protest and I am forced to contemplate my own relationship with the police. For the most part, I would estimate 90 percent I am a law abiding citizen. I have always paid my taxes, contributed to society through my work and volunteerism, completed both college and graduate school and have generally tried to live up to the standard (if there is one) of the ideal American. However, through a number of interactions with police officers in various states across the country, I have come to learn that the police do not see me as anything more than a potential suspect in a crime. The color of my skin means to them that I am likely a criminal and in need of police supervision. Because of this I do not feel safe around police officers. I did not create this adversarial relationship with the police. In most cases I have no reason to be worried about my behavior. Regardless, police officers stop me, harass me and generally make me feel like I am a second class citizen in my own country.”

II. Putting the policy in context: Increased presence of police in HANO housing will not increase public safety while also decreasing quantity of affordable housing

Increased policing in communities of color, especially by a police force with a documented history of racial profiling, will not lead to increased public safety for public housing residents. Even more importantly, giving badly needed affordable housing to police officers decreases the already very minimal stock of public housing for community members that cannot afford housing.

There are dire consequences for racial justice when we choose to place more police and increase surveillance within overly criminalized systems. In addition, within communities of color, there has come to be a large mistrust of police. Though police are supposed to keep communities safe, the high rate of racial profiling among police officers has led to a situation where instead of feeling protected by the police, people of color are fearful of being targeted with unwarranted violence based on prejudice and racism. In fact, in 2010, the Department of Justice investigated the New Orleans Police Department and found a pattern of discriminatory policing practices

---


5 For example, in 2010 Department of Justice investigations documented rampant racial profiling by the New Orleans Police Department, leading to a federal consent decree. See Investigation of the New Orleans Police Department, United States Department of Justice Civil Rights Division, 3/16/11, https://www.justice.gov/sites/default/files/crt/legacy/2011/03/17/nopd_report.pdf.
within the NOPD. Specifically, the report found that policing included rampant police actions on the basis of race and ethnicity, which manifested, for example, through frequent stops and being targeted and arrested for minor infractions. These practices created a wedge between the police and the public, which lead to alienation and fear among members of communities of color. In 2012, the DOJ and NOPD entered into a 490-paragraph consent decree detailing ways in which the department must improve — it was the most comprehensive consent decree in the nation. The decree called for sweeping reforms of the department, which would take many years to fully accomplish. Even currently, after reforms have started taking place, residents still have understandable fear and mistrust of police, stemming from the years of racial profiling and abuse by police. For many in New Orleans, the death of Henry Glover, the murder of several other black people since then, and the subsequent lack of accountability and seeming white-glove treatment of police by the courts are evidence of the continued issues with violent policing tactics in Black neighborhoods.

In addition, there is an affordable housing crisis in New Orleans. The following statistics starkly illustrate the issues facing New Orleans residents:

- The annual household income needed to afford rent in New Orleans is $38,000, but 71 percent of workers earn on average $35,000. Nearly 28 percent of the city’s residents live in poverty. According to the Data Center’s research on poverty in New Orleans, 39 percent of all children in the parish live in poverty, yet 82 percent of New Orleans families with children have at least one working parent, indicating that many of these children live in families where the bread winner is stuck in one of the many low-wage jobs offered in New Orleans.
- According to the 2016 Katrina Index compiled annually since the storm, home values have risen 54 percent and rent is up 50 percent since Katrina.
- Meanwhile, New Orleans has only 47 affordable rental units for every 100 low-income residents. Thirty-seven percent of households in the city are paying half of their income for housing. And 36 percent of renters pay more than 50 percent of their income for housing, a more than 100 percent increase from 2004, when about 24 percent residents spent more than half their earnings on housing. The New Orleans metro area ranks second in the top 10 worst metro areas for renters, according to the Make Room Initiative, a nationwide campaign launched in 2015 to raise awareness about and bring an end to the rental affordability crisis in America.

This is a problem HANO understands well. According to the 2017 Annual PHA Plan, there are 16,638 people on the waiting list for public housing; eighty-two percent of them are African American. Additionally, there are 24,192 people on the waiting list for Section 8 Tenant-based Assistance; ninety-two percent are African American. Within the context of such great need for increased affordable housing, we cannot decrease our stock for an idea, which has proven not to increase public safety.

III. We need real solutions to public safety—through jobs, mental health programs, and programs that keep our communities together.
Safer and healthier neighborhoods are strengthened by addressing poverty. This can only happen by truly investing into these communities—not by targeting already over-policed and over-criminalized communities.

The City of New Orleans spends two-thirds of its budget on local police, and yet continues to have the highest murder rates in the country. Communities of color are being systematically over-policed while also being displaced by rising rent and gentrification. We must repair the damage of mass criminalization and help people return to their communities instead of squandering resources. Resources that help our communities thrive, lift our social net and also lower core drivers of crime are key. Programs that support mental health services, transportation, education and job-training, and access to jobs are key.

Stand with Dignity urges the HANO Board to consider the multiple reasons providing policy occupancy in public housing will not benefit New Orleans’ communities. Please reach out to Latoya Lewis at toyawonorj.org or 504-421-4152 for more information. We hope you will act to remove the Police Occupancy Policy from the 2017 ACOP, and continue supporting community voices in the struggle for safe, livable and affordable housing for all.

Sincerely,

Toya Lewis
Alfred Marshall
Organizers, Stand with Dignity

Sima Atri
Legal Department, New Orleans Workers’ Center for Racial Justice
The Housing Authority of New Orleans appreciates the comments of residents, advocates, and other stakeholders and looks forward to a continued collaboration as we work to provide affordable housing opportunities for New Orleans residents. HANO staff has carefully considered all comments received during the PHA Plan review period including feedback provided at the June 6th Public Hearing and via comment letters received through June 9th. The Agency’s response is summarized below in three broad categories.

I. Comments which lead to additional policy changes and/or further review

After reviewing stakeholder comments, the following changes were made to HANO’s policy documents:

- Language was modified in the Public Housing grievance procedures to clarify the requirements for 3rd party managers and owners. The escrow requirement was also removed consistent with the 2016 HUD rule changes.
  ACOP: P. 172, P. 165

- The Public Housing Reasonable Accommodations (RA) Policy was modified to include 30-day response timelines and training for HANO staff and 3rd party managers – aligning more closely with the Housing Choice Voucher Program’s RA Policy.
  ACOP: P. 11-13

- Recommendations regarding the definition of family were addressed as relates to (1) “pregnant people” and (2) “interdependent relationships” – furthering the Equal Access amendments adopted by the HANO Board in March of 2016.
  ACOP: P. 21; ADMIN PLAN: P.3-1, P.4-3, P. 6-2
  ACOP: P. 21

- With regard to Violence Against Women Act (VAWA) provisions, additional language was added to the ACOP on the use of Victim Self-Certification Form-HUD 5382 as evidence of domestic violence. (It should also be noted that the ACOP discusses lease bifurcation under Emergency Transfers on page 159.)
  ACOP: P. 96, P. 159

- The proposed Occupancy by Police Officers policy is being reassessed based on a variety of concerns raised by stakeholders.
  ACOP: P. 20-21
II. Comments related to ongoing program operations

Many of the comments received were related to “procedure” versus “policy”, however they have been noted by HANO staff and are being addressed through ongoing program operations. Functions include:

- Continuing to inform clients of their rights to request a special inspection, particularly in the light of the transition to biennial inspections.
- Including Southeast Louisiana Legal Services (SLLS) as a contact for assistance into HANO’s notices of adverse action.
- Ensuring that fliers regarding a family’s ability to reunify with family members who have a criminal background are posted and distributed at recertification.
- Posting the criminal background policies of HANO’s 3rd Party owners and managers.
- Working with the Greater New Orleans Housing Alliance (GNOHA) and other stakeholders in creating an HCVP utility allowance for energy efficient units.
- Adhering to all applicable regulations when verifying need for ongoing reasonable accommodations.

III. Comments to be addressed through implementation of Assessment of Fair Housing (AFH) strategies

Other comments received were related to strategies prescribed in the Assessment of Fair Housing (AFH) Plan which will be implemented as part of the PHA Plan. Work items include:

- Developing a schedule and proposed methodology to study SAFMRs and other mobility strategies through a collaborative process with the Greater New Orleans Fair Housing Action Center (GNOFHAC) and other stakeholder organizations.
- Developing a plan of action for expanding the level of Section 8 representation on HANO’s Resident Advisory Board.
- Preparing a Language Access Plan to be used as a procedural framework for implementing HANO’s Limited English Proficiency (LEP) Policy. HANO will garner feedback and support from stakeholders including Puentes and Mary Queen of Vietnam, CDC and other local resource entities.
B.7 CERTIFICATION BY STATE OR LOCAL OFFICIALS

Form HUD 50077-SL, Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan, must be submitted by the PHA as an electronic attachment to the PHA Plan.
Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan

I, Ellen M. Lee, the Director, Housing Policy & Community Development

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the

Housing Authority of New Orleans

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of

Impediments (AI) to Fair Housing Choice of the

City of New Orleans

pursuant to 24 CFR Part 91.

Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State Consolidated Plan and the AI.

The PHA Plan is consistent with the Consolidated Plan and the Assessment of Fair Housing through a combined focus on providing affordable housing; fostering community development; and furthering fair housing in the city of New Orleans. Guided by mutual goals, these initiatives work together in addressing the housing and supportive service needs of low-income residents throughout the community.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warnings: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official
Ellen M. Lee

Title
Director, Housing Policy & Community Development

Signature
[Signature]

Date
05/31/17
| B.8 | **Troubled PHA.**  
(a) Does the PHA have any current Memorandum of Agreement, Performance Improvement Plan, or Recovery Plan in place?  
Y  N  N/A  
☐  ☒  ☐  
(b) If yes, please describe: N/A |
| --- | --- |
| C. | **Statement of Capital Improvements.** Required for all PHAs completing this form that administer public housing and receive funding from the Capital Fund Program (CFP).  
C.1 | **Capital Improvements.** Include a reference here to the most recent HUD-approved 5-Year Action Plan (HUD-50075.2) and the date that it was approved by HUD.  
**Optional 5-Year Action Plan**  
*See HUD Form 50075.2 approved by HUD on June 29, 2016.* |
D. Assessment of Fair Housing (AFH) Goals and Strategies
Approved by HUD November 11, 2016
<table>
<thead>
<tr>
<th>Goal</th>
<th>Strategy</th>
<th>Fair Housing Issue</th>
<th>Contributing Factor</th>
<th>Timeframe for Action</th>
<th>Measure of Achievement</th>
<th>Responsible Program Participant(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lower barriers to expanded affordable housing in high opportunity areas through inclusive strategies.</td>
<td>Reserve publicly owned land in high-opportunity neighborhoods for affordable housing.</td>
<td>Segregation; Disparity in Access to Opportunity; Disproportionate Housing Need</td>
<td>Location and Type of Affordable Housing; Displacement of Residents Due to Economic Pressures; Community Opposition</td>
<td>&lt;1 yr</td>
<td>20% of qualified tax adjudicated property is made available for development through OCD, NORA, HANO NOFAs.</td>
<td>OCD, HANO, NORA</td>
</tr>
<tr>
<td>Prioritize public subsidy for development in high-opportunity neighborhoods.</td>
<td>Segregation; Disparity in Access to Opportunity; Disproportionate Housing Need</td>
<td>Location and Type of Affordable Housing; Displacement of Residents Due to Economic Pressures; Community Opposition</td>
<td>&lt;1 yr</td>
<td>OCD, NORA, HANO NOFAs reflect priority in scoring for developments in high opportunity neighborhoods.</td>
<td>OCD, HANO, NORA, FANO</td>
<td></td>
</tr>
<tr>
<td>Support development of 400+ new affordable rentals in low poverty/high opportunity neighborhoods</td>
<td>Segregation R/ECAP Disproportionate Housing Needs</td>
<td>Location and type of affordable housing; Availability of affordable units in a range of sizes; Community opposition; Private Discrimination; Impediments to Mobility</td>
<td>3 - 5 yrs</td>
<td>1. Create 140 affordable rental units on HANO’s scattered site property in high opportunity areas in Bywater and Uptown by 2021. 2. Complete onsite construction of 302 affordable units (Phases III-VII) at Bienville Basin, (formerly Iberville) which is situated in a high opportunity area</td>
<td>HANO</td>
<td></td>
</tr>
<tr>
<td>Promote reforms to current zoning regulations including the development of mandatory inclusionary zoning policies to support the production of affordable housing in high opportunity neighborhoods.</td>
<td>Segregation; Disparity in Access to Opportunity</td>
<td>Location and Type of Affordable Housing; Community Opposition; Land Use and Zoning Laws</td>
<td>1 - 3 yrs</td>
<td>Revisions to voluntary zoning ordinance by 2017; Passage of mandatory inclusionary zoning ordinance by 2017.</td>
<td>OCD, CPC HousingNOLA</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>Prioritize City development incentives to support affordable housing investments in high opportunity neighborhoods.</td>
<td>Segregation; Disparity in Access to Opportunity;</td>
<td>Location and Type of Affordable Housing</td>
<td>&lt;1 yr</td>
<td>Developer Toolkit Created</td>
<td>Office of Economic Development, OCD, CPC</td>
<td></td>
</tr>
<tr>
<td>Implement administrative streamlining policies in accordance with HUD regulations to increase landlord participation and HCV tenant mobility. <strong>Federal Register Vol. 81 No. 45 FR-5743-F-03</strong></td>
<td>Segregation R/ECAP Disproportionate Housing</td>
<td>Location and type of affordable housing; Community opposition; Private Discrimination; Impediments to Mobility</td>
<td>1. &lt; 1 yr 2. &lt; 1 yr</td>
<td>1. Develop streamlining policies and procedures by 2017. 2. Conduct ongoing stakeholder workshops to engage with landlords and solicit program feedback.</td>
<td>HANO and nonprofit partners</td>
<td></td>
</tr>
<tr>
<td>Provide rental registry landlords with information on how to become an HCV landlord to expand program participation in coordination with the City’s rental registry timeline.</td>
<td>SegregationR/ECAPDisproportionate Housing</td>
<td>Location and type of affordable housing; Community opposition; Private Discrimination; Impediments to Mobility</td>
<td>3 - 5 yrs</td>
<td>Decrease HCV properties in R/ECAP areas from 33% according to HUD tables to 30% by 2021 and increase HCV properties in non-R/ECAPs to 70%.</td>
<td>HANO</td>
<td></td>
</tr>
<tr>
<td>Prioritize the award of Project Based Vouchers for developments in high-opportunity neighborhoods.</td>
<td>Segregation; Disparity in Access to Opportunity; Location and Type of Affordable Housing; Availability of Affordable Units in a Range of Sizes; Community Opposition</td>
<td>1. 3 - 5 yrs 2. &lt;1 yr</td>
<td>1. Decrease HCV properties in R/ECAP areas from 33% according to HUD tables to 30% by 2021 and increase HCV properties in non-R/ECAPs to 70% 2. Vet with HUD the possibility of issuing neighborhood-specific PBV solicitations.</td>
<td>HANO</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Reduce housing segregation and discrimination by aggressively conducting fair housing education and enforcement activities, in coordination and with fair housing organizations.</strong></td>
<td><strong>Provide monetary support for local fair housing groups' education and/or enforcement programs and/or other forms of support (letters, endorsements, etc.) for local fair housing groups' fundraising efforts.</strong></td>
<td><strong>Segregation</strong></td>
<td><strong>Segregation</strong></td>
<td><strong>&lt; 1 yr</strong></td>
<td><strong>Funding included in City budget</strong></td>
<td><strong>OCD, HANO, GNOFHAC, SLLS, Advocacy Center</strong></td>
</tr>
</tbody>
</table>

| **Study the implications of Small Area Fair Market Rents and other potential Section 8 mobility strategies.** | **Segregation** | **Displacement of residents due to economic pressures Impediments to Mobility Location and type of affordable housing Location of proficient schools Access to proficient schools for persons with disabilities Private Discrimination** | **1. The timeline is based on HUD issuance of final rule.**

2. 1 year after implementation of HUD rule.

3. 1 year after implementation of HUD rule.

4. < 1 yr | **1. Review HUD proposed rule on Small Area Fair Market Rents and develop policies in adherence to HUD SAFMR rules as they are promulgated**

2. Monitor the impact of implementation on access to affordable housing within 1 years of implementation.

3. Use monitoring results to refine HANO policies/strategies as feasible to further mobility.

4. Complete feasibility study. | **HANO** |
<p>| Expand fair housing outreach, education, and training for youth and other targeted populations through collaboration with NORD-C, Office of Neighborhood Engagement, One Stop Shop, and HANO. | Segregation | Private Discrimination; Lending Discrimination; Community Opposition; | &lt; 1 yr | Regular training and outreach schedule developed through 2018 | GNOFHAC, SLLS, Advocacy Center, Office of Neighborhood Engagement, NORD-C, CPC, HANO |
| Increase awareness about fair housing issues, resources, and equitable outcomes through enhanced media outreach especially during Fair Housing Month each year. | Segregation | Private Discrimination; Lending Discrimination; Community Opposition; | &lt; 1 yr | Press release developed, PSAs developed, and related activities conducted | GNOFHAC, SLLS, Advocacy Center, OCD, HANO |</p>
<table>
<thead>
<tr>
<th>Task</th>
<th>Segregation</th>
<th>Objective</th>
<th>Duration</th>
<th>Achievements</th>
<th>Responsible Parties</th>
</tr>
</thead>
</table>
| Launch a public awareness campaign to create broad based support for fair housing efforts by 2019. | R/ECAP      | Segregation: Private Discrimination; Lending Discrimination; Community Opposition; | 1 - 3 yrs | 1. Develop 2 PSA’s on fair housing.  
2. Develop informational brochures on fair housing to distribute to landlords citywide.  
3. Develop informational brochures to educate residents on their rights as renters.  
4. Develop informational brochures to educate prospective owners on their rights in the lending environment. | HANO, GNOFHAC, OCD                        |
<p>| Expand the capacity of public call centers, and HCV caseworkers, public agency front desk personnel including and 311 operators to provide information on resources to address. | Segregation | Segregation: Private Discrimination; Lending Discrimination; Community Opposition; | &lt; 1 yr   | Trainings conducted with public call center staff; resource guide provided to public agencies                                                                                                               | GNOFHAC, SLLS, Advocacy Center, City of New Orleans Departments, HANO |
| Implement transparent tracking and reporting of fair housing complaints to the Human Relations Commission. | Segregation | Segregation: Private Discrimination; Lending Discrimination; Community Opposition; | &lt; 1 yr   | Reports available publicly                                                                                                                                                                                   | HRC, GNOFHAC, OCD                        |
| Ensure that internal policies and practices advance access &amp; mobility for groups with significant challenges in accessing safe and affordable housing including people with disabilities, people with limited English proficiency, and people with criminal records. | Dedicate resources to support affordable homeownership and rental housing preservation and development for persons with disabilities. | Segregation; Disparity in Access to Opportunity; Disproportionate Housing Need | Location and Type of Affordable Housing; Displacement of Residents Due to Economic Pressures; Community Opposition; Land Use and Zoning | 1 - 3 yrs | Landlord Program Designed; 33% of home modification funds support accommodations for rental housing. | OCD |
| Create a public awareness campaign to ensure the majority of Section 8 voucher holders are aware that they can use their vouchers to become homeowners. | Disparity in Access to Opportunity; | Admissions and occupancy policies and procedures in publicly supported housing Impediments to mobility | | 1 - 3 yrs | Increase the number of Section 8 homeownership closings by 10% annually through 2018. | HANO |
| Increase engagement among individuals who have significant challenges in accessing safe and affordable housing. | Disproportionate Housing Needs Disparity in access to Opportunity | Admissions and occupancy policies and procedures in publicly supported housing Impediments to mobility | | 1. &lt; 1 yr 2. 1 - 3 yr | 1. Add HCV residents to existing resident advisory board or reconvene an HCV specific resident advisory board. 2. Invite individuals with disabilities, prior criminal history, and LEP to participate in stakeholder workshops. | HANO |</p>
<table>
<thead>
<tr>
<th>Review HANO’s reasonable accommodation process for HCVP and public housing tenants.</th>
<th>Disproportionate Housing Needs Disparity in access to Opportunity</th>
<th>Admissions and occupancy policies and procedures in publicly supported housing Impediments to mobility</th>
<th>1. ≤1 yr 2. 1 - 3 yrs</th>
<th>1. HANO will provide updates to its reasonable accommodation process by 2017 to improve processes for HCVP and public housing tenants. 2. HANO will offer bi-annual training to its employees in conjunction with this policy.</th>
<th>HANO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ensure that all new HANO constructed units are built according to Section 504 accessibility standards.</td>
<td>Disproportionate Housing Needs Disparity in access to Opportunity</td>
<td>Admissions and occupancy policies and procedures in publicly supported housing Impediments to mobility</td>
<td>1. 1 - 3 yrs 2. 1 - 3 yrs</td>
<td>1. Ensure that 5 - 15% of all new HANO constructed units are built according to Section 504 accessibility standards. 2. Create incentives to increase the number of accessible units in (Section 8 tenant-based and) project-based developments.</td>
<td>HANO</td>
</tr>
<tr>
<td>Prioritize resources to develop permanent supportive housing for persons experiencing homelessness.</td>
<td>Disparity in access to Opportunity</td>
<td>Location and Type of Affordable Housing; Displacement of Residents Due to Economic Pressures; Community Opposition; Land Use and Zoning</td>
<td>1. &lt; 1 yr 2. 1 - 3 yrs</td>
<td>1. 10% of OCD supported units developed are PSH units 2. Dedicate 120 project based vouchers to the City’s Cooperative Agreement to Benefit Health Initiative (CABHI) for homeless individuals.</td>
<td>OCD, HANO, NORA, Unity</td>
</tr>
<tr>
<td>Action</td>
<td>Segregation; Disparity in Access to Opportunity; Disproportionate Housing Need</td>
<td>Location and Type of Affordable Housing; Displacement of Residents Due to Economic Pressures</td>
<td>Timeframe</td>
<td>Outcome</td>
<td>Responsible Party</td>
</tr>
<tr>
<td>--------</td>
<td>------------------------------------------------------------------------------</td>
<td>---------------------------------------------------------------------------------</td>
<td>----------</td>
<td>---------</td>
<td>------------------</td>
</tr>
<tr>
<td>Redesign programs serving special needs populations including PLWHA to maximize number of people receiving appropriate, adequate, quality housing.</td>
<td>1 - 3 yrs</td>
<td>HOPWA program redesign completed; 33% of all funds support rental assistance</td>
<td>OCD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Implement HANO criminal background policy to integrate formerly incarcerated individuals back into the community.</td>
<td>Segregation R/ECAP Disparity in access to Opportunity Disproportionate Housing Needs</td>
<td>Community Opposition Admissions and occupancy policies and procedures in publicly supported housing Impediments to mobility</td>
<td>1. &lt; 1 yr 2. &lt; 1 yr</td>
<td>1. Begin review of formerly incarcerated applicants using new Criminal Background Policy in Summer 2016. 2. Track implementation with reporting at 6-month intervals.</td>
<td>HANO</td>
</tr>
<tr>
<td>Provide juvenile reentry services to youth to reduce barriers to future employment, education, or housing opportunities</td>
<td>Segregation R/ECAP Disparity in access to Opportunity Disproportionate Housing Needs</td>
<td>Community Opposition Admissions and occupancy policies and procedures in publicly supported housing Impediments to mobility Lack of employment opportunities</td>
<td>1. &lt; 1 yr 2. 1 - 3 yrs</td>
<td>1. Begin review of youth denied housing by 2017 2. Track implementation with reporting at 6-month intervals.</td>
<td>SLLS, HANO</td>
</tr>
<tr>
<td>Draft and pass an ordinance that requires transparency and accuracy in background checks used to secure public and private rental housing.</td>
<td>Segregation; Disparity in Access to Opportunity; Disproportionate Housing Need</td>
<td>Location and Type of Affordable Housing; Community Opposition; Admission and Occupancy Policies and Procedures; Impediments to Mobility</td>
<td>3-5 yrs</td>
<td>Ordinance passed</td>
<td>City Council, HousingNOLA</td>
</tr>
<tr>
<td>Ensure fair housing and other housing resource materials are available in languages other than English.</td>
<td>Segregation; Disparity in Access to Opportunity; Disproportionate Housing Need</td>
<td>Inaccessible government facilities or services</td>
<td>&lt;1 yr</td>
<td>Language accessibility provisions included in subrecipient grant agreements; OCD funded services available in languages other than English on City of New Orleans and HANO websites.</td>
<td>OCD, NORA, HANO</td>
</tr>
<tr>
<td>Revise HANO’s Limited English Proficiency Policy.</td>
<td>Disparity in Access to Opportunity;</td>
<td>Inaccessible government facilities or services</td>
<td>&lt; 1 yr</td>
<td>1. Ensure Spanish and Vietnamese languages are addressed in new policy by 2017. 2. Determine if any items should be standard issuance in top 3 languages in New Orleans by 2017. 3. Continue to provide documents in other languages upon request.</td>
<td>HANO</td>
</tr>
<tr>
<td>Identify alternate uses for vacant land to support food access, recreation and green space in underserved communities.</td>
<td>Disparity in access to opportunity</td>
<td>Lack of public investments in specific neighborhoods; Lack of private investment in specific neighborhoods</td>
<td>1 - 3 yrs</td>
<td>CNO Master Plan Adopted</td>
<td>NORA, CPC, CNO Development Committee, Economic Development</td>
</tr>
<tr>
<td>Prioritize public investments in transit, quality schools, housing, parks, and other amenities in underserved communities.</td>
<td>Prioritize blight reduction efforts to stimulate private sector investment.</td>
<td>R/ECAP; Disparity in access to opportunity;</td>
<td>Lack of public investments in specific neighborhoods; Lack of private investment in specific neighborhoods; Deteriorated and abandoned properties;</td>
<td>1 - 3 yrs</td>
<td>Code Enforcement Plan Developed</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Support development of 200+ affordable rentals in underserved communities.</td>
<td>Disproportionate Housing Needs</td>
<td>Availability of Affordable Units in a Range of Sizes Deteriorated and abandoned properties Lack of community revitalization strategies Access to publicly supported &amp; affordable housing by persons with disabilities</td>
<td>1. ≤1 yr 2. ≤1 yr 3. 3 - 5 yrs</td>
<td>1. Complete redevelopment of 51 units of various sizes at Florida by 2017. 2. Complete redevelopment of 155 units at Guste III (155 units) by 2017. 3. Initiate redevelopment of 50 units at various sizes at BW Cooper (Marrero Commons) by 2021.</td>
<td>HANO</td>
</tr>
<tr>
<td>Support development of affordable single family homes in underserved areas to support deconcentration of racial and ethnic concentrated areas of poverty.</td>
<td>Segregation R/EC AP Disproportionate Housing Needs</td>
<td>Availability of Affordable Units in a Range of Sizes Deteriorated and abandoned properties Lack of community revitalization strategies Access to publicly supported &amp; affordable housing by persons with disabilities</td>
<td>1. &lt;1 yr 2. 3 - 5 yrs 3. 3 - 5 yrs 4. 3 - 5 yrs</td>
<td>Develop 5 or more on-site homeownership units at the following locations: The Estates - vacant scattered sites inventory in Lower 9th Ward - vacant scattered sites inventory in New Orleans East - vacant scattered sites inventory in Westbank.  (Actual number of homes developed dependent on financing and the housing market. Number of homes could be more or less than the target)</td>
<td>HANO</td>
</tr>
</tbody>
</table>
| Action | Disparity in access to opportunity; | Lack of community revitalization strategies | 1. 1 - 3 yrs  
2. 1 yr  
3. 3 - 5 yrs  
4. 3 - 5 yrs  
5. 1 - 3 yrs | 1. Commercial Development at Columbia Parc (St. Bernard) with proposal to include a grocery, health clinic, & small commercial retail  
2. Commercial Development at Bienville Basin (Iberville) with proposal to include a Yoga studio, café, & small retail  
3. Study feasibility of commercial development at Marrero Commons (BW Cooper)  
4. Study feasibility of commercial development at The Estates (Desire)  
5. Commercial Development in Bywater utilizing scattered sites inventory – Small scale retail |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Develop new commercial sites in concentrated areas of poverty and at public housing sites to provide access to jobs, fresh food, and other quality of life amenities.</td>
<td>Disparities in access to opportunity;</td>
<td>Lack of public/private investments in specific neighborhoods</td>
<td>3-5 years</td>
<td>RTA Strategic Plan Developed</td>
</tr>
<tr>
<td>Direct more public land and financial subsidy towards affordable housing development, especially within a quarter-mile of any high frequency transit stop and proficient schools.</td>
<td>R/ECAP; Disparities in access to opportunity;</td>
<td>Availability, type, frequency, and reliability of public transportation; Location and Type of Affordable Housing; Location of proficient schools and school assignment policies.</td>
<td>3-5 years</td>
<td>OCD, Capital Projects, RTA, CPC, RPC</td>
</tr>
<tr>
<td>Action</td>
<td>Relevant Issues</td>
<td>Duration</td>
<td>Responsible Body</td>
<td></td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------------</td>
<td>----------</td>
<td>------------------------------</td>
<td></td>
</tr>
<tr>
<td>Prioritize City development incentives to support infrastructure upgrades, blight reduction efforts, and commercial development in underserved neighborhoods.</td>
<td>R/ECAP; Disparity in access to opportunity; Lack of public investments in specific neighborhoods; Lack of private investment in specific neighborhoods; Deteriorated and abandoned properties;</td>
<td>1 - 3 yrs</td>
<td>Developer Toolkit Created; Office of Economic Development, OCD, CPC</td>
<td></td>
</tr>
<tr>
<td>Expand efforts in creating equitable healthy housing that recognizes the direct connections between healthy housing and quality of life.</td>
<td>Adopt Health and Safety Standards for occupied rental housing in the form of a Rental Registry and provide resources to assist low-income property owners in making needed repairs to their properties to meet health and safety standards.</td>
<td>&lt; 1 yr</td>
<td>Rental Registry Ordinance Adopted; CAO, Code Enforcement, City Council</td>
<td></td>
</tr>
<tr>
<td>Develop smoke free policies in accordance with HUD final rule when promulgated.</td>
<td>Disparity in access to Opportunity; Disproportionate Housing Need; Location of environmental health hazards</td>
<td>1 - 3 yrs</td>
<td>Implementation of HANO's Smoke-Free Policy in public housing within 18 months of HUD's publication of the final rule; HANO</td>
<td></td>
</tr>
<tr>
<td>Conduct ongoing HQS inspections of all properties under Section 8 contracts and institute a system with the City to exempt Section 8 landlords from duplicative inspections in anticipation of the passage of a citywide Rental Registry.</td>
<td>R/ECAPs Disparity in access to opportunity; Deteriorated and abandoned housing Access to publicly supported housing for persons with disabilities Location of environmental health hazards</td>
<td>Based on timeline for City implementation of rental registry.</td>
<td>1. Conduct required HQS inspections of all properties under Section 8 contract. 2. Conduct inspections in response to tenant or neighbor complaints. 3. Institute a system with the City to exempt Section 8 landlords from multiple inspections resulting from HANO and City inspections.</td>
<td>HANO &amp; City</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Pursue additional federal resources to support lead and other environmental remediation efforts.</td>
<td>R/ECAP; Disparity in access to opportunity; Disproportionate Housing Need</td>
<td>Location of environmental health hazards; Land use and zoning laws; Deteriorated and abandoned properties</td>
<td>&lt; 1 yr</td>
<td>Three discretionary funding opportunities pursued annually</td>
</tr>
<tr>
<td>OCD</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Continue to implement housing health and safety standards for rehabilitation and development of publicly supported housing.</td>
<td>R/ECAP; Disparity in access to opportunity; Disproportionate Housing Need</td>
<td>Location of environmental health hazards; Deteriorated and abandoned properties: Lack of private investment in specific neighborhoods</td>
<td>&lt; 1 yr</td>
<td>Ongoing Monitoring and Enforcement</td>
</tr>
<tr>
<td>OCD, Code Enforcement, HANO, NORA, Health Department, Mayor's Office</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Stabilize neighborhoods vulnerable to gentrification by preserving existing ownership and affordable rental housing and developing affordable homeownership and rental housing.</strong></td>
<td>Develop and implement a strategic plan to address environmental hazards including lead, mold, toxic waste.</td>
<td>R/ECAP; Disparity in access to opportunity; Disproportionate Housing Need</td>
<td>Location of environmental health hazards; Deteriorated and abandoned properties: Land use and zoning laws</td>
<td>&lt; 1 yr</td>
</tr>
<tr>
<td>---------------------------------</td>
<td>------------------------------------------------</td>
<td>------------------------------------------------</td>
<td>------------------------------------------------</td>
<td>-----------</td>
</tr>
<tr>
<td><strong>Create incentives to preserve income-affordable rents at unsubsidized properties.</strong></td>
<td>Disparity in Access to Opportunity; Disproportionate Housing Need</td>
<td>Location and Type of Affordable Housing; Displacement of Residents Due to Economic Pressures</td>
<td>1 - 3 yrs</td>
<td>Program Designed; Resources Identified</td>
</tr>
<tr>
<td><strong>Develop 400+ affordable rental units in gentrifying neighborhood of Treme.</strong></td>
<td>Disproportionate Housing Needs Disparity in access to Opportunity</td>
<td>Displacement of residents due to economic pressures; Availability of affordable units in a range of sizes Location &amp; type of affordable housing</td>
<td>1. ≤1 yr 2. 3 - 5 yrs</td>
<td>1. Complete 100 housing units at Faubourg Lafayette by 2017 2. Develop 300+ Iberville CNI off-site replacement units in Treme</td>
</tr>
<tr>
<td>Utilize HANO scattered sites inventory in gentrifying areas to develop affordable single family homes</td>
<td>Disproportionate Housing Needs</td>
<td>Displacement of residents due to economic pressures; Availability of affordable units in a range of sizes; Location &amp; type of affordable housing</td>
<td>1 - 3 yrs</td>
<td>1. Develop 45 on-site homeownership units (1/3 affordable) at Faubourg Lafitte in gentrifying neighborhood of Treme by 2018. 2. Target development of 5+ affordable single family homes utilizing HANO’s scattered sites in Treme 3. Target development of 5+ affordable single family homes utilizing HANO’s vacant scattered sites in Carrollton. 4. Develop 5+ affordable single family homes utilizing HANO’s vacant scattered sites inventory in Upper 9th Ward. (Actual number of homes developed dependent on financing and the housing market. Number of homes could be more or less than the target)</td>
</tr>
<tr>
<td>Protect the quantity and affordability of government-assisted rental properties.</td>
<td>Disproportionate Housing Need</td>
<td>Location and Type of Affordable Housing; Displacement of Residents Due to Economic Pressures</td>
<td>1 - 3 yrs</td>
<td>Expanded Affordability Periods Implemented</td>
</tr>
<tr>
<td>Area</td>
<td>Issue Description</td>
<td>Time Frame</td>
<td>Proposed Action</td>
<td>Responsible Entities</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------------------</td>
<td>------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>Assist low-income homeowners in financial distress.</td>
<td>Disproportionate Housing Need</td>
<td>&lt; 1 yr</td>
<td>Develop New Programs such as low-interest loans to leverage additional financial resources.</td>
<td>OCD, FANO, Lenders</td>
</tr>
<tr>
<td>Educate and encourage participation in existing housing cost savings programs.</td>
<td>Disproportionate Housing Need</td>
<td>&lt; 1 yr</td>
<td>10% increase in seniors in tax abatement program; 10% increase in participation in energy efficiency programs.</td>
<td>HousingNOLA, LHC, Assessor</td>
</tr>
<tr>
<td>Provide reliable, frequent, and affordable access to multiple transportation options to transit-dependent populations.</td>
<td>Disparity in Access to Opportunity</td>
<td>1 - 3 yrs</td>
<td>Refine and Revise Place Based Areas; Tracking and Reporting on all CDBG funding used for non-housing investments; Continue Geographically Limited NOFAs</td>
<td>RTA, OCD</td>
</tr>
<tr>
<td>Better coordinate initiatives of housing agencies (OCD, HANO, NORA) and other departments (including Public Works, Parks and Parkways,) and agencies (RTA, Sewerage and Water Board) to ensure that investments in gentrifying neighborhoods can be paired with affordable housing.</td>
<td>Lack of public investments in specific neighborhoods; Lack of private investment in specific neighborhoods</td>
<td>1 - 3 yrs</td>
<td>Refine and Revise Place Based Areas; Tracking and Reporting on all CDBG funding used for non-housing investments; Continue Geographically Limited NOFAs</td>
<td>RTA, OCD</td>
</tr>
<tr>
<td>Ensure that the Regional Transit Authority (RTA) serves areas with higher concentration of affordable housing and transit dependent populations.</td>
<td>Availability, type, frequency, and reliability of public transportation; Location and Type of Affordable Housing</td>
<td>1 - 3 yrs</td>
<td>RTA Strategic Plan Developed</td>
<td>RTA, OCD</td>
</tr>
<tr>
<td>Include the participation of housing policymakers in the development of the RTA Strategic Plan</td>
<td>Segregation; Disparity in Access to Opportunity;</td>
<td>Availability, type, frequency, and reliability of public transportation; Location and Type of Affordable Housing</td>
<td>1 - 3 yrs</td>
<td>RTA Strategic Plan Developed with Housing Metrics Included</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Direct more public land and financial subsidy towards affordable housing development, especially within a quarter-mile of any high frequency transit stop and proficient schools.</td>
<td>Segregation; Disparity in Access to Opportunity;</td>
<td>Availability, type, frequency, and reliability of public transportation; Location and Type of Affordable Housing; Location of proficient schools and school assignment policies.</td>
<td>1 - 3 yrs</td>
<td>RTA Strategic Plan Developed; Identify adjudicated property in close proximity to transit lines</td>
</tr>
<tr>
<td>The City and HANO will work with community based organizations (advocates, developers, civic groups, homebuyer educator, etc.) to assess bank lending and performance practices in accordance with CRA metrics to ensure that private investments are expanded in low- and moderate-income areas and other underserved areas.</td>
<td>Segregation; Disparity in Access to Opportunity; Disproportionate Housing Need; R/ECAP;</td>
<td>Foreclosure rates that correlate with R/ECAPs; High denial rates for some protected classes; Lack of private investment in areas with protected classes; Low labor engagement; Lack of financial services are issues that inhibit fair housing choice.</td>
<td>&lt;1 yr</td>
<td>HousingNOLA and GNOHA will conduct an annual assessment in the fall of lenders’ performance in the City of New Orleans and the New Orleans MSA. They will also analyze the degree to which lenders are meeting community needs. development through OCD, NORA, HANO NOFAs.</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>To increase private, strategic investment, the City will engage with lenders to discuss investments and the pressing needs of the community.</td>
<td>Segregation; Disparity in Access to Opportunity; Disproportionate Housing Need; R/ECAP;</td>
<td>Foreclosure rates that correlate with R/ECAPs; High denial rates for some protected classes; Lack of private investment in areas with protected classes; Low labor engagement; Lack of financial services are issues that inhibit fair housing choice.</td>
<td>&lt;1 yr</td>
<td>HousingNOLA and GNOHA will host an annual public forum, with community based organizations, to discuss bank performance in the City of New Orleans and the Greater New Orleans Metropolitan Area.</td>
</tr>
</tbody>
</table>
E. Admissions and Continued Occupancy Policy
(Rev. 7/12/17)
THE HOUSING AUTHORITY OF NEW ORLEANS (HANO)

ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP)
Amended and Revised

Approved March 29, 2016
Includes Draft Revisions from April 21, 2017 and June 19, 2017
## Chapter 1
### STATEMENT OF POLICIES AND OBJECTIVES

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. HOUSING AUTHORITY MISSION STATEMENT</td>
<td>6</td>
</tr>
<tr>
<td>B. LOCAL OBJECTIVES</td>
<td>7</td>
</tr>
<tr>
<td>C. PURPOSE OF THE POLICY</td>
<td>7</td>
</tr>
<tr>
<td>D. FAIR HOUSING POLICY</td>
<td>7</td>
</tr>
<tr>
<td>E. SERVICE AND ACCOMMODATIONS POLICY</td>
<td>8</td>
</tr>
<tr>
<td>F. TRANSLATION OF DOCUMENTS</td>
<td>11</td>
</tr>
<tr>
<td>G. LANGUAGE ASSISTANCE</td>
<td>11</td>
</tr>
<tr>
<td>H. PUBLIC HOUSING ASSESSMENT SYSTEM (PHAS) OBJECTIVES</td>
<td>12</td>
</tr>
<tr>
<td>I. FAMILY OUTREACH</td>
<td>12</td>
</tr>
<tr>
<td>J. PRIVACY RIGHTS</td>
<td>13</td>
</tr>
<tr>
<td>K. POSTING OF REQUIRED INFORMATION</td>
<td>13</td>
</tr>
</tbody>
</table>

## Chapter 2
### ELIGIBILITY FOR ADMISSION

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. QUALIFICATION FOR ADMISSION</td>
<td>15</td>
</tr>
<tr>
<td>B. FAMILY COMPOSITION</td>
<td>16</td>
</tr>
<tr>
<td>C. MANDATORY SOCIAL SECURITY NUMBERS</td>
<td>18</td>
</tr>
<tr>
<td>D. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS</td>
<td>19</td>
</tr>
<tr>
<td>E. OTHER ELIGIBILITY CRITERIA</td>
<td>20</td>
</tr>
<tr>
<td>F. SCREENING FOR SUITABILITY</td>
<td>23</td>
</tr>
<tr>
<td>G. HEARINGS</td>
<td>28</td>
</tr>
</tbody>
</table>

## Chapter 3
### APPLYING FOR ADMISSION

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. HOW TO APPLY</td>
<td>29</td>
</tr>
<tr>
<td>B. SITE BASE WAITING LIST</td>
<td>29</td>
</tr>
<tr>
<td>C. APPLICATION PROCESS</td>
<td>31</td>
</tr>
<tr>
<td>D. PRE-APPLICATION PROCEDURE</td>
<td>31</td>
</tr>
<tr>
<td>E. NOTIFICATION OF APPLICANT STATUS</td>
<td>32</td>
</tr>
<tr>
<td>F. COMPLETION OF A FULL APPLICATION</td>
<td>32</td>
</tr>
<tr>
<td>G. PROCESSING APPLICATIONS</td>
<td>34</td>
</tr>
<tr>
<td>H. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY</td>
<td>34</td>
</tr>
</tbody>
</table>

## Chapter 4
### RESIDENT SELECTION AND ASSIGNMENT

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. SITE BASE WAITING LIST</td>
<td>36</td>
</tr>
<tr>
<td>B. WAITING LIST PREFERENCES</td>
<td>37</td>
</tr>
<tr>
<td>C. ORDER OF SELECTION FOR GENERAL OCCUPANCY (FAMILY) DEVELOPMENTS</td>
<td>38</td>
</tr>
<tr>
<td>D. ORDER OF SELECTION FOR MIXED POPULATION DEVELOPMENTS</td>
<td>38</td>
</tr>
<tr>
<td>E. VERIFICATION OF PREFERENCE QUALIFICATION</td>
<td>39</td>
</tr>
<tr>
<td>F. PREFERENCE DENIAL</td>
<td>39</td>
</tr>
<tr>
<td>G. FACTORS OTHER THAN PREFERENCES THAT AFFECT SELECTION OF APPLICANTS</td>
<td>40</td>
</tr>
<tr>
<td>H. INCOME TARGETING</td>
<td>40</td>
</tr>
<tr>
<td>I. UNITS DESIGNATED FOR THE ELDERLY</td>
<td>41</td>
</tr>
</tbody>
</table>
Chapter 5
OCCUPANCY GUIDELINES

A. DETERMINING UNIT SIZE ................................................. 49
B. EXCEPTIONS TO OCCUPANCY STANDARDS .......................... 50
C. ACCESSIBLE UNITS ..................................................... 52
D. FAMILY MOVES .......................................................... 51

Chapter 6
DETERMINATION OF TOTAL RESIDENT PAYMENT

A. COMPUTATION OF RENT .................................................. 53
B. MINIMUM RENT ............................................................ 54
C. INCOME AND ALLOWANCES ........................................... 56
D. DISALLOWANCE OF EARNED INCOME FROM RENT DETERMINATIONS ......................................................... 57
E. TRAINING PROGRAMS FUNDED BY HUD .............................. 60
F. WAGES FROM EMPLOYMENT WITHIN HANO OR RESIDENT ORGANIZATION ......................................................... 60
G. AVERAGING INCOME ....................................................... 60
H. MINIMUM INCOME ......................................................... 60
I. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME ............................................................ 60
J. REGULAR CONTRIBUTIONS AND GIFTS .............................. 61
K. ALIMONY AND CHILD SUPPORT ....................................... 61
L. LUMP-SUM RECEIPTS ....................................................... 61
M. CONTRIBUTIONS TO RETIREMENT FUNDS- ASSETS ............... 63
N. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE ......................................................... 63
O. CHILD CARE EXPENSES .................................................. 63
P. MEDICAL EXPENSES ....................................................... 64
Q. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES .............. 64
R. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS ......................................................... 65
S. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS ......................................................... 66
T. FAMILY CHOICE IN RENTS ................................................ 67

Chapter 7
VERIFICATION PROCEDURES

A. METHODS OF VERIFICATION AND TIME ALLOWED .............. 69
B. TYPES OF VERIFICATION .................................................. 75
C. RELEASE OF INFORMATION ................................................ 76
D. ITEMS TO BE VERIFIED ................................................... 77
E. VERIFICATION OF INCOME ................................................ 77
# Chapter 11
## RECERTIFICATIONS

A. ELIGIBILITY FOR CONTINUED OCCUPANCY .................................................. 117  
B. ANNUAL RECERTIFICATION ........................................................................... 117  
C. REPORTING INTERIM CHANGES .................................................................. 121  
D. INCOME CHANGES RESULTING FROM WELFARE PROGRAM  
   REQUIREMENTS .................................................................................................. 122  
E. OTHER INTERIM REPORTING ISSUES ............................................................. 124  
F. TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS) .................. 125  
G. REPORTING OF CHANGES IN FAMILY COMPOSITION ............................... 126  
H. REMAINING MEMBER OF RESIDENT FAMILY - RETENTION OF UNIT ........ 131  
I. CHANGES IN UNIT SIZE .................................................................................. 131  
J. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES ......................... 131

# Chapter 12
## LEASE TERMINATIONS

A. TERMINATION BY RESIDENTS ......................................................................... 133  
B. TERMINATION BY HANO ................................................................................ 133  
C. NOTIFICATION REQUIREMENTS .................................................................... 135  
D. RECORD KEEPING ........................................................................................... 136  
E. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS ..................... 137

# Chapter 13
## VIOLENCE AGAINST WOMEN ACT (VAWA)

A. VAWA DOCUMENTATION ............................................................................... 139  
B. HANO CONFIDENTIALITY REQUIREMENTS ............................................... 141  
C. VAWA DEFINITIONS ..................................................................................... 141  
D. NOTIFICATIONS TO APPLICANTS AND TENANTS REGARDING PROTECTIONS 142  
E. TERMINATING TENANCY OF DOMESTIC VIOLENCE OFFENDER ................ 143  
F. TRANSFERS UNDER VAWA ......................................................................... 143

# Chapter 14
## COMPLAINTS, GRIEVANCES AND APPEALS

A. INTRODUCTION ............................................................................................. 143  
B. APPLICABILITY ............................................................................................ 143  
C. DUE PROCESS ............................................................................................... 143  
D. DISPUTES ..................................................................................................... 144  
E. DEFINITIONS ................................................................................................ 144  
F. GRIEVANCE PROCEDURES .......................................................................... 145
Chapter 15
FAMILY DEBTS TO HOUSING AUTHORITY OF NEW ORLEANS (HANO)

A. INTRODUCTION.................................................................................................................. 153
B. PAYMENT AGREEMENT FOR FAMILIES ...................................................................... 153
C. DEBTS DUE TO FRAUD/NON-REPORTING OF INFORMATION ............................ 154
D. WRITING OFF DEBTS ................................................................................................... 155

Chapter 16
COMMUNITY SERVICE AND SELF-SUFFICIENCY

A. IMPORTANT STATEMENT .............................................................................................. 156
B. NON RENEWAL OF LEASE FOR NON-COMPLIANCE WITH THE
COMMUNITY SERVICE REQUIREMENT ........................................................................ 157

GLOSSARY
I. GLOSSARY OF HOUSING TERMS .............................................................................. 158
II. TERMS USED IN DETERMINING RENT ................................................................... 167
III. GLOSSARY OF TERMS USED IN THE NONCITIZENS RULE .................................. 174

PROGRAM INTEGRITY ADDENDUM

INTRODUCTION: PROGRAM INTEGRITY ADDENDUM.................................................. 175

A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD ................ PI Addendum-2-175
B. STEPS THE HOUSING AUTHORITY WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD ........................................................................................................ PI Addendum-3-176
C. STEPS HANO WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD ................ PI Addendum-4-177
D. HANO’S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD .......... PI Addendum-5-177
E. HOW HANO WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD ........ PI Addendum-6-178
F. PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY HANO ......................................................................................................................... PI Addendum-7-179
G. CONCLUSION HANO’S INVESTIGATIVE REVIEW ....................................................... PI Addendum-7-179
H. EVALUATION OF FINDINGS ........................................................................................ PI Addendum-7-179
I. ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED .......... PI Addendum-8-179
J. OTHER PROCEDURAL LISTINGS ................................................................................. PI Addendum-9-180
Chapter 1

STATEMENT OF POLICIES AND OBJECTIVES

INTRODUCTION

This Admissions and Continued Occupancy Policy (the "ACOP") defines the policies of the Housing Authority of New Orleans for the operation for the Public Housing Program, incorporating Federal, State and local law.

The Public Housing Program was created by the U.S. Housing Act of 1937. The Housing Authority of New Orleans offers public housing through HANO-owned developments and in partnership with private owners/developers of Signature Communities, which are mixed income communities with units reserved for eligible low income families. At the HANO-owned developments, HANO either manages the developments directly or through management agreements with private management agents. Signature Communities are managed by a private sector managing partner and are monitored by HANO for compliance with applicable public housing requirements and guidelines.

The administration of this housing program will also meet the requirements of the Department of Housing and Urban Development and Louisiana Housing Finance Agency. Such requirements include any Applicable Public Housing Requirements, and Tax Credit Requirements. All applicable Federal, State and local laws, including Fair Housing Laws and regulations also apply. Changes in applicable federal laws or regulations shall supersede provisions in conflict with this policy. Federal regulations shall include those found in Volume 24 CFR, Parts 1, 5, 8, 100 and 900-966 (Code of Federal Regulations).

In order to facilitate compliance with Tax Credit Requirements, HANO will not impose any policy within this ACOP upon any Signature Community if such policies would create non-compliance with Tax Credit Requirements and will not disapprove policies of Owner required for compliance with Tax Credit Requirements, unless Applicable Public Housing Requirements otherwise require such policies.

Authority for HANO policies is derived from many sources. Primary among these sources are regulations and guidance issued by HUD. State law also directs HANO’s policy. State law must be followed where such law exist and does not conflict with federal regulations. In the absence of the legal requirement or HUD guidance, industry practices may lead to HANO policy. Finally, the public housing lease/lease addendum will affect PHA policy and therefore must be consistent with federal and state law and regulations.

A. HOUSING AUTHORITY MISSION STATEMENT

The mission of the Housing Authority of New Orleans is to provide affordable housing opportunities for low-income residents of the city of New Orleans, while laying the foundation for economic sustainability. As the Legislature of the State of Louisiana has determined that the availability of decent, safe, affordable housing for low to moderate income citizens is a fundamental state value that creates economic
and ethnic diversity and is an essential public function.

It is therefore the Mission of the Housing Authority of New Orleans to provide and encourage the development of quality, affordable housing and the preservation of healthy, vibrant neighborhoods for the citizens of New Orleans in a manner that promotes self-sufficiency and economic opportunity.

B. LOCAL OBJECTIVES

This Admissions and Continued Occupancy Policy is designed to achieve the following objectives:

To provide improved living conditions for very low and low income families while maintaining their rent payments at an affordable level.

To avoid concentrations of economically and socially deprived families in any one or all of HANO's Public Housing Communities.

To provide opportunities for upward mobility for families who desire to achieve self-sufficiency.

To lawfully deny the admission of applicants or the continued occupancy of residents, whose habits and practices reasonably may be expected to adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood, or create a danger to HANO or its Agent’s employees, contractor or vendors.

To ensure compliance with Title VI of the Civil Rights Act of 1964 and all other applicable Federal laws and regulations so that the admissions and continued occupancy are conducted without regard to race, color, religion, creed, sex, national origin, handicap or familial status.

C. PURPOSE OF THE POLICY

This Admission and Continued Occupancy Policy ("ACOP") establishes the framework within which The Housing Authority of New Orleans ("HANO") will operate. Residents must comply with the ACOP as related to the admission and continued occupancy of HANO's conventional Public Housing Program as well as its PHA/ LIHTC units. This Policy considers the affordable housing needs of individuals and families. It also considers the statutory purpose in developing and operating socially and financially sound housing communities, which provide a decent home and a suitable living environment while also fostering economic and social diversity.

The ACOP is governed by the requirements of the Department of Housing and Urban Development (HUD), Applicable Public Housing Requirements and Section 42 of the U.S. Government Code as regulated by the Treasury Department, the Extended Use Agreement and Tax Credit Requirements as applicable.

D. FAIR HOUSING POLICY

It is the policy of the Housing Authority of New Orleans (HANO) to comply fully with all Federal, State and local nondiscrimination laws and with rules and regulations
governing Fair Housing and Equal Opportunity in housing and employment. HANO and its Agents will comply with all laws relating to Civil Rights, including:

- Title VI of the Civil Rights Act of 1964
- Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)
- Executive Order 11063
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise
- Section 504 and the Fair Housing Amendments govern any applicable state laws or local ordinances and any legislation protecting individual rights of residents, applicants or staff that may subsequently be enacted
- Violence Against Women Reauthorization Act of 2013
- The Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule, published in the Federal Register February 3, 2012

No person shall be discriminated because of race, color, sex, religion, familial status, disability, national origin, marital status, gender identity or sexual orientation in the leasing, rental, or other disposition of housing or related facilities. This includes land that is part of any project or projects under the Company’s jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended, or in the use or occupancy thereof.

To further its commitment to full compliance with applicable Civil Rights laws, the Company will provide Federal/State/local information to public housing residents regarding "discrimination" and any recourse available to them if they believe they are victims of discrimination. Such information will be made available to residents during orientation sessions.

The Community Office is accessible to persons with disabilities. The TDD telephone service provider provides accessibility for the hearing impaired. Posters and housing information will be displayed in the Community Office in such a manner as to be easily readable from a wheelchair.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, disability, marital status or sexual orientation be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under HANO programs

E. SERVICE AND ACCOMMODATIONS POLICY

It is the policy of HANO to provide courteous and efficient service to all applicants for housing assistance. HANO and its Agents will accommodate persons with disabilities in accordance with fair housing laws, as well as those persons with language and literacy barriers to the maximum extent feasible.
This policy is applicable to all situations described in this Admissions and Continued Occupancy Policy when a family initiates contact with HANO or its Agents and when HANO or its Agents schedules or reschedules appointments of any kind.

HANO policies and practices will be designed to provide assurances that all persons with disabilities will be provided reasonable accommodation so they may fully access and utilize the housing program and related services.

The availability of specific accommodations will be made known by including notices on HANO, or its Agents forms and letters to all families, and all requests will be verified so that HANO or its Agents can properly accommodate the need presented by the disability.

HANO and its Agents will ensure that applicants and residents are aware of their rights to request reasonable accommodations at all initial contacts.

**Federal Americans with Disabilities Act of 1990**

With respect to an individual, the term "disability," as defined by the 1990 Act means:

- A physical or mental impairment that substantially limits one or more of the major life activities of an individual; or
- A record of such impairment, or
- Being regarded as having such impairment.

**Undue Hardship**

Requests for reasonable accommodation from persons with disabilities will be granted upon verification that they meet the need presented by the disability and they do not create an "undue financial and administrative burden" for HANO or its Agents, meaning an action requiring "significant difficulty or expense."

In determining whether accommodation would create an undue hardship, the following guidelines will apply:

- The nature and cost of the accommodation needed;
- The overall current financial resources of the facility or facilities involved in the provision of the reasonable accommodation; and
- The number of persons currently employed at such facility, the number of families likely or currently need such accommodation, the effect on expenses and resources, or the likely impact on the operation of the facility as a result of the accommodation.

**Initial Request of a Request for Reasonable Accommodation:**

An applicant or resident may verbally request a reasonable accommodation. HANO and its Agents must consider the request without a provider has designated form, but HANO and its Agent will provide the applicant or the resident with the designated form to formalize the verification process.
Verification of a Request for Reasonable Accommodation

A reliable, knowledgeable professional will verify all requests for accommodation or modification of a unit.

Requests for reasonable accommodation from persons with disabilities will be granted upon verification that they meet the need presented by the disability.

HANO or its Agents will require verification from a knowledgeable professional when a request for a home visit recertification is submitted.

HANO and its Agents must comply with HUD/DOJ statement that provides instructions on verification of Reasonable Accommodations. See Addendum III.

Reasonable Accommodation

HANO recognizes that people with disabilities may need a reasonable accommodation in order to take full advantage of HANO housing programs and related services. If HANO grants the reasonable accommodations, such accommodations do not confer special treatment or advantage for the person with a disability. Rather, they make the program or service accessible that would otherwise not be possible due to their disability. A more detailed description of HANO’s reasonable accommodation process is set forth in HANO’s Reasonable Accommodation procedures. HANO and its Agent will make applicants and residents aware of the opportunity to request reasonable accommodations.

It is up to the applicant or resident to actually request and/or inform HANO of the need for a reasonable accommodation. \(24\text{ C.F.R. } '100.204\). However, HANO may assist the applicant or resident in making the accommodation request. The resident may be asked to provide verification and HANO will verify the need for the accommodation in making reasonable accommodations or proposed structural modifications for otherwise qualified persons with disabilities. HANO is not required to:

---

In an existing housing program, make each of its existing facilities accessible \(24\text{ C.F.R. } '8.24(a)(1)\); or make structural alterations when other methods can be demonstrated to achieve the same effect; \(24\text{ C.F.R. } '8.24(b)\)

---

Make structural alterations that require the removal or alteration of a load-bearing structural member; \(24\text{ C.F.R. } '8.32(e)\)

---

Provide an elevator in any multifamily housing community solely for the purpose of locating accessible units above or below the grade level;

---

Take any action that would result in a fundamental alteration in the nature of the housing program, activity or its services;

---

Take any action that would result in an undue financial and administrative burden on HANO.
If HANO or its Agents do not grant the requested accommodation, it may make an alternative suggestion for a reasonable accommodation.

If HANO denies the requested accommodation, HANO must inform the applicant or resident in writing and must inform the applicant or resident of the right to request an informal hearing or informal review regarding the requested accommodation in accordance with Section 504 of the Rehabilitation Act of 1974.

**E. FAIR HOUSING REASONABLE ACCOMMODATIONS POLICY**

It is HANO’s policy to provide a Reasonable Accommodation for applicants and residents with disabilities where an accommodation is necessary to provide them with an equal opportunity to use and enjoy participation in the Public Housing program. This policy is in furtherance of HANO’s goal of providing affordable housing to low income persons regardless of disability. HANO and its Agents will accommodate persons with disabilities in compliance with Fair Housing laws, federal regulations, and local codes and laws.

A Reasonable Accommodation is a modification or accommodation that HANO or its Agents can make for a qualified individual with a disability which would assist an otherwise eligible person to have equal opportunity to housing and participation in the Public Housing program. Under the Fair Housing Act, a reasonable modification is a structural change made to the premises whereas a reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service. Reasonable modifications can include structural changes to interiors and exteriors of dwellings and to common and public use areas. A person with a disability may need either a reasonable accommodation or a reasonable modification, or both, in order to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces. A request for a reasonable modification or reasonable accommodation may be made at any time during tenancy. For purposes of this policy, a Reasonable Accommodation may mean either an accommodation or a modification.

For the purpose of this policy, a person with a disability is defined as an individual who has a physical or mental impairment that substantially limits one or more major life activities. Major life activities includes functions such as caring for one’s self, performing manual tasks, walking, talking, seeing, hearing, speaking, breathing, learning, or working. A mental or physical impairment includes, but is not limited to, a physiological disorder or condition, anatomical loss, disease or condition affecting one or more of the body systems (i.e., neurological or musculoskeletal) or such conditions as cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus (HIV) infection, mental retardation, organic brain syndrome, emotional or mental illness, specific learning disabilities, drug addiction, and alcoholism. A person with a disability may have a history or record of such impairment or be a person who is perceived by others as having such an impairment.

Persons not covered by this definition include those who are currently and illegally using controlled substances or persons who pose a significant threat to the health and safety of others or damage to property, unless the threat can be eliminated by the reasonable accommodation.
It is up to the applicant or resident to actually request and/or inform HANO or its Agents of the need for a reasonable accommodation. However, HANO or its Agents may assist the applicant or resident in making the accommodation request. An applicant or resident may make a verbal request for a reasonable accommodation. HANO and its Agents must consider the request without a designated form, however, written authorization from the applicant or resident to verify any necessary documentation of the disability and accommodation must be completed in order to begin the verification process. A third party representative, upon presentation of appropriate authorization, may fill out and sign the Request for Reasonable Accommodation form as well as assist with the verification process for an individual with a disability.

If the applicant’s or resident’s disability and the need for the requested accommodation is readily apparent, obvious, or known, then HANO or its Agents may certify the requestor’s disability or disability related need for an accommodation without need for further verification or documentation.

HANO or its Agents may require reliable documentation or verification of the disability from a medical or rehabilitation professional or expert, or a non-medical service agency whose function is to provide services to the disabled, detailing that the individual needs the accommodation, and that the accommodation is likely to provide assistance to the individual. There must be an identifiable relationship or nexus between the accommodation and the individual’s disability. The requested accommodation must help to alleviate barriers caused by the disability limiting the applicant to fully enjoy use of or participation in the housing program.

The accommodation cannot pose an undue financial or administrative burden to HANO or its Agents nor result in a fundamental alteration of the public housing program requirements. The determination of whether a requested accommodation constitutes an undue financial or administrative burden or a fundamental alteration in the housing program shall be made on an individual case basis, taking into consideration the circumstances and resources available at the time of the decision.

HANO and its Signature Communities are not required to:

- In an existing housing program, make each of its existing facilities accessible\((24 \text{ C.F.R. } 8.24(a)(1))\); or make structural alterations when other methods can be demonstrated to achieve the same effect; \((24 \text{ C.F.R. } 8.24(b))\)
- Make structural alterations that require the removal or alteration of a load-bearing structural member; \((24 \text{ C.F.R. } 8.32(c))\)
- Provide an elevator in any multifamily housing community solely for the purpose of locating accessible units above or below the grade level;
- Take any action that would result in a fundamental alteration in the nature of the housing program, activity or its services;
- Take any action that would result in an undue financial or administrative burden on HANO.
HANO or its Agents may propose an alternative accommodation if the original proposed accommodation cannot be approved and the alternative is an effective accommodation to remove barriers to a disabled person’s equal housing opportunity. If there are several different accommodations that would be effective in meeting the need of the disabled person, HANO or its Agents may select the accommodation which is most convenient and cost effective for HANO or the owner, provided that there is no significant detrimental impact on the disabled person which directly relates to his/her disability.

Any approval or conditioned approval of an applicant’s or resident’s request for Reasonable Accommodation will be communicated in writing to the applicant by HANO or its Agents within 30 days after the date upon which the request is submitted or, if applicable, within 30 days after the date upon which any additional information or verification reasonably necessary for making a decision is provided. The approval or conditioned approval shall describe the accommodation that will be provided, including any terms, conditions, and performance expectations that would be subject to the applicant’s or resident’s agreement, and shall indicate the date for implementation.

If HANO or its Agents denies the requested accommodation, the applicant or resident will be informed in writing within 30 days of receipt of the request, and the notice will include the right to request an informal hearing or informal review regarding the requested accommodation in accordance with Section 504 of the Rehabilitation Act of 1974.

HANO and its Agents will ensure that applicants and residents are aware of their rights to request reasonable accommodations at all initial contacts, at eligibility screening and during their tenancy. Verifications of an applicant’s or resident’s disability and the need for the requested accommodation will comply with the 2008 HUD/DOJ statement that provides instructions on verification of Reasonable Accommodations. HANO and its Agents will keep a log of all requests for Reasonable Accommodation and their outcomes.

HANO shall provide training on the Reasonable Accommodation process to all of its property management staff, as well as property management staff of all third party property owners and managers, which focuses on identifying, determining, and implementing appropriate reasonable accommodations for individuals with disabilities. New property management staff at HANO and at all third party property owners and managers shall also undertake the training within three months of the commencement of employment.

**TRANSLATION OF DOCUMENTS**

HANO or its Agents will assist non-English speaking families in Spanish and may consider providing translation of documents into Spanish upon request by an applicant or resident.

In determining whether it is feasible to translate documents into other languages, HANO and its Agents will consider the following factors:
• Evaluation of the need for translation by a bilingual person and by agencies that work with the non-English speaking clients.

• The availability of local organizations to provide translation services to non-English speaking families.

• The expenditure required to provide translation services.

• HANO and Agents will ensure that residents are adequately informed of the availability of translation of documents for person with Limited English Proficiency.

G. LANGUAGE ASSISTANCE

The Housing Authority of New Orleans and its Agents will endeavor to have bilingual staff or access to people who speak languages other than English to assist families. HUD states a Person with LEP (Limited English Proficiency) vital documents must be made available to Non-English speaking applicants and residents. A vital document is any document that is critical for ensuring meaningful access to the recipients’ major activities and program.

Examples of language assistance are:

- Oral interpretation services
- Bilingual staff
- Telephone services line with an interpreter
- Written translation services
- Notices to staff and recipients of availability of LEP services
- Referrals to community liaisons proficient in the language of LEP persons

Additional resources are available at: [http://www.hud.gov/offices/fheo/promotingfheo/lep.cfm](http://www.hud.gov/offices/fheo/promotingfheo/lep.cfm)

Residents will be referred with literacy barriers to appropriate community literacy programs for assistance with the completion of the application and certification process.

The Housing Authority of New Orleans will provide readers to assist persons with literacy barriers in completing the application and certification process.

HANO or its Agents will refer persons with literacy barriers to appropriate community literacy programs for assistance with the completion of the application and certification process.

F. IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

Language for Limited English Proficiency Persons (LEP) can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the Public Housing program.
In accordance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166, HANO will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as LEP. LEP is defined as persons who do not speak English as their primary language and who also have a limited ability to read, write, speak or understand English. For purposes of this ACOP, LEP persons are applicants and resident of public housing, and family members or companions involved in making decisions regarding and individual's housing plan.

In order to determine the level of access needed by LEP persons, HANO will balance the following four factors:

- The number or proportion of LEP persons eligible to be served or likely to be encountered by the Public Housing program;
- The frequency with which LEP persons come into contact with the program;
- The nature and importance of the program, activity, or service provided by the program to people's lives; and
- The resources available to HANO and costs.

Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on HANO.

**Oral Interpretation**

Each HANO department office or location that provides direct services must provide oral interpretation upon request and at no charge to LEP persons to ensure meaningful access to HANO's direct services. HANO shall notify all applicants, residents, and participants of their ability to request an interpreter in notices from HANO for hearings, interviews, scheduled appointments, and adverse action. If necessary, appointments/interviews/hearings/conferences may need to be rescheduled to a later date in order to provide language assistance services.

Examples of language assistance are:

- Oral interpretation services
- Bilingual staff
- Telephone services line with an interpreter
- Written translation services
- Notices to staff and recipients of availability of LEP services
- Referrals to community liaisons proficient in the language of LEP persons

AN LEP person is not required to bring their own interpreter, and may request that a language interpreter is provided at no cost to the applicant or resident. An LEP person may request that an adult family member or friend (18 years of age or older) provide interpretation, but only if it is his/her choice. Family members, companions, or friends are not always acceptable as qualified interpreters in situations where it might invade that LEP person's privacy or impede communication of information. The employee must advise the LEP person about the availability of free language services and document in writing if the LEP person still chooses to have his/her own interpreter.

There are some situations where the use of family members or friends is not appropriate e.g., in situations involving domestic abuse, sexual assault, or in hearings related to adverse actions. In these instances qualified HANO interpreters or others must provide language assistance. In situations where the HANO proposes to take adverse action against a LEP person, a qualified interpreter must provide language assistance.
Written Translation
Documents which contain vital information or information that is critical for ensuring meaningful access to HANO’s or its Agents’ direct services are considered vital documents. Vital documents will be translated as required by applying the four factor analysis. Translation of other documents, if needed, can be provided orally. If HANO is not required to translate vital written materials, HANO will provide written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials.

Training
HANO will provide ongoing training for appropriate staff about the Limited English Proficiency Policy. Training will include:
- An overview of HANO’s Limited English Proficiency Policy.
- How to identify the language in which the LEP person needs assistance.
- How and when to access language services through bilingual staff or other resources.
- How to work with an interpreter.
- Prohibition against requiring or asking any LEP person to bring his or her own interpreter.
- Cultural sensitivity.

H.G. PUBLIC HOUSING ASSESSMENT SYSTEM (PHAS) OBJECTIVES

HANO and its Agents operate its public housing program with efficiency and can demonstrate to HUD or independent auditors that they are using the resources in a manner that reflects its commitment to quality and service. HANO policies and practices are consistent with the new Public Housing Assessment System (PHAS) outlined in the 24 CFR Parts 901, 902 and 907 final published regulations.

HANO is continuously assessing its program and consistently strives to make improvements. HANO acknowledges that its performance ratings are important to sustaining its capacity to maintain flexibility and authority. HANO intends to diligently manage its current program operations and continuously make efforts to be in full compliance with PHAS. The policies and procedures of this program are established so that the standards set forth by PHAS are demonstrated and can be objectively reviewed by an auditor whose purpose is to evaluate performance.

SIGNATURE COMMUNITIES PHAS REQUIREMENTS

The Manager at each Signature Community will cooperate with HANO’s request to assure its compliance with the Public Housing Assessment System (“PHAS”) outlined in 24 CFR Part 902. The Site Manager will continuously assess its program and consistently strive to make improvements. The Site Manager will diligently manage the Residential Community in accordance with the Tax Credit Requirements and continuously make efforts to be in full compliance with PHAS and the R&O.
The policies and procedures related to PHAS requirement found in this ACOP are established so that the standards set forth by PHAS are demonstrated and can be objectively reviewed by an auditor whose purpose is to evaluate such performance. These policies will also be found in each site specific Management Plan.

**I.H. FAMILY OUTREACH**

HANO or its Agents will publicize the availability of the Public Housing Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means to ensure that all units remain leased.

To reach people who cannot or do not read the newspapers; HANO or its Agents will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service providers. HANO or its Agents may use public service announcements and conduct targeted outreach to other nonprofit and/or other service providers in the community. Notices will also be posted on HANO's website, at all HANO office locations, and at all and Signature Communities.

HANO will inform the public and other service providers of eligibility factors for housing and guidelines so proper referrals for the Public Housing Program can be made.

**J.I. PRIVACY RIGHTS**

All adult applicants and participants are required to sign the form HUD-9886 for all affordable housing programs. Authorization for Release of Information and Privacy Act Notice or such equivalent form as HANO may design. The Authorization for Release of Information and Privacy Act Notice states how family information will be released and includes the Federal Privacy Act Statement.

HANO will not release applicant or resident information unless there is a: (i) signed release of information request from the applicant or resident; (ii) lawful court order or through lawful civil or criminal discovery processes; (iii) a request for cooperation or for information from other governmental agencies or regulatory bodies; (iv) as authorized by HUD regulations; or (v) as otherwise authorized by law.

"Authorization for Release of Information and Privacy Act Notice." This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD will release family information.

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

All information that would lead one to determine the nature and severity of a person's disability must be kept in a separate folder and marked "confidential."

The personal information in this folder must not be released except on an "as needed" basis in cases where an accommodation is under consideration. The staff person designated by the Director of Admissions and Occupancy must approve all requests for access and granting of accommodations based on this information.
Files should never be left unattended or placed in common areas.

HANO or its Agents staff will not discuss or access family information contained in files unless there is a business reason to do so. Staff will be required to disclose whether he/she has relatives living in Public Housing.

Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

**K.J. POSTING OF REQUIRED INFORMATION**

The Housing Authority of New Orleans will maintain a bulletin board in a conspicuous area of the Central Office and all of its housing communities, which will contain:

- Statement of policies and procedures governing Admissions and Continued Occupancy Policy (ACOP) or a notice of where the policy is available
- Directory of the HANO’s communities including names, address of offices and office hours at each facility
- Income limits for Admission
- Current schedule of routine maintenance charges
- Copy of the Lease
- Fair Housing Poster
- An Equal Opportunity in Employment poster
- Current Resident Notices
- Required public notices
- Security Deposit Charges
- Schedule of Utility Allowances (if applicable)
- Screening Criteria

In addition, the signature Communities will be required to maintain bulletin boards that will maintain the following:

- An Equal Opportunity in Employment Poster, Required public notices
- Fair Housing Poster, Screening Criteria Income Limits and Current Rent Schedule and all other governing documents will be maintain at the on-site management office and made available upon request.
Chapter 2
ELIGIBILITY FOR ADMISSION

INTRODUCTION

This Chapter defines both HUD's and the HANO’s criteria for admission and denial of admission to the program. HANO’s Agents may employ additional criteria for admission and denial. Additional admission or denial criteria must be approved by HANO and included as a part of the Management’s Agents Screening Criteria found in the Management Plan for the specific Signature Community.

The policy of HANO is to strive for objectivity and consistency in applying these criteria to evaluate the qualifications of families who apply. HANO or its Agent’s 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 pertaining to their eligibility.

It is the intention of the HANO and its Agents to 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;
- Support parental efforts to instill values of personal responsibility and hard work;
- Help maintain an environment where children can live safely, learn and grow up to be productive citizens; and
- Assist families in their vocational/educational goals in the pursuit of self-sufficiency.

A. QUALIFICATION FOR ADMISSION

It is HANO’s policy to admit qualified applicants only. Agents are responsible for the selection of applicants in accordance with the guidelines outlined in the ACOP as well and their company policy, approved by HANO, to determine if an applicant is qualified.

An applicant is qualified if he or she meets the following criteria:

- Must be a family, as defined in this Chapter;
- Head of household, where at least one member of the household is either a citizen or eligible non-citizen;
- Has an Annual Income at the time of admission that does not exceed the low-income limit for occupancy established by HUD or, specifically for PHA/LIHTC units, Section 42 of the U.S. Government Tax Code and the Extended Use
Agreement which is maintained separately in the Company offices;

Provides Social Security number for all family members;

Meets or exceeds the resident Selection Criteria as set forth in this policy or the approved Agent’s selection criteria, including the attendance and successful completion of pre-occupancy or resident orientation class.

Timing for the Verification of Qualifying Factors

The qualifying factors of eligibility will not be verified until the family is in a position on the waiting list to be offered a unit.

Occupancy by Police Officers

For the purpose of increasing security, HANO may allow a Police Officer who is not otherwise eligible for residency in public housing to reside in a public housing dwelling unit. The number of Police Officers admitted shall not exceed more than one Officer per public housing community. HANO must approve residency of all Officers selected for occupancy under this policy. HANO must also receive HUD approval for each unit to be occupied by a Police Officer before the Officer may move into the unit.

Terms of Tenancy for Police Officers

— Police Officers who apply for HANO public housing will be subject to the same terms (other than income) and the same verification and screening procedures that are applied to all other HANO Applicants. Those terms and procedures are outlined in this Admissions and Continued Occupancy Policy (ACOP).

— Police Officers shall pay monthly rent in an amount equivalent to the Flat Rent scheduled for the relative bedroom size.

— Police Officers shall execute a lease with HANO or its agents providing for the terms of occupancy.

— “Any and all Officers approved for residency under this policy shall execute a hold harmless agreement with HANO, which shall relieve HANO from any liability for damages of any kind incurred by the Officer while on the property.”

— All Police Officers must be members in good standing with the New Orleans Police Department (NOPD) and must occupy the public housing dwelling unit as their only place of residence.

— Police Officers are required to undergo annual recertification and must submit proof of continued employment with NOPD. Failure to remain employed as an NOPD Police Officer will therefore result in a refusal to renew the Officer’s lease agreement. (Officer must immediately report his/her separation from NOPD whether voluntary or involuntary. Said Officer may complete the remaining term of his/her lease with monthly rental payment at “market rate”.)

For purposes of this policy, a Police Officer is defined as a duly licensed law enforcement professional employed on a full-time basis by the New Orleans Police Department with “State of Louisiana Peace Officers Standardized Training”
Consistent with federal regulations, Flat Rent for a HANO public housing dwelling unit is calculated at approximately 80% of the HUD-established market rent for Orleans Parish. Market rent is the rent charged for comparable units in the private, unassisted rental market.

**B. FAMILY COMPOSITION**

**Definition of Family**

-A family may be a single person or a group of persons. Discrimination on the basis of familial status is prohibited. Familial status includes children under the age of 18 living with parents or legal custodians, pregnant individuals, and persons securing custody of children under the age of 18. A group of persons may not be denied solely on the basis that they are not related by blood, marriage, or operation of law. For occupancy standards purposes, the applicant may claim a spousal or interdependent relationship (see chapter on Occupancy Guidelines).

HUD defines the term “family” in CFR 5.403.

The term "Family" includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

1. A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person
   Or
2. A group of persons residing together and such a group includes, but is not limited to:
   a. A family with or without children
   b. An elderly family
   c. A near-elderly family
   d. A disabled family
   e. A displaced family
   f. The remaining member of a tenant family

The terms for disabled family, elderly family, and near-elderly family are defined as:

*Disabled family* means a family whose head (including co-head), spouse, or sole member is a person with a disability.

*Elderly family* means a family whose head (including co-head), spouse, or sole member is a person who is at least 62 years of age.

*Near-elderly family* means a family whose head (including co-head), spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62.
The temporary absence of a child from the home due to placement in foster care shall not be considered in determining the family composition and family size.

**Head of Household**

The head of household is the adult member of the household who is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State/local law.

Emancipated minors who qualify under State law will be recognized as head of household if there is a court order recognizing them as an emancipated minor.

**Spouse of Head**

Spouse means the husband or wife of the head.

For proper application of the Noncitizens Rule, the definition of spouse is the marriage partners whom, in order to dissolve the relationship, and would have to be divorced.

**Co-head**

An individual in the household who is equally responsible for the lease with the Head of Household. A household may have either a spouse or co-head, but not both. A co-head never qualifies as a dependent.

**Live-in Attendants**

A Family may include a live-in aide provided that such live-in aide:

- Is determined by HANO or its Agents to be essential to the care and well-being of an elderly person, a near-elderly person, or a person with disabilities,
- Is not obligated for the support of the person(s), and
- Would not be living in the unit except to provide care for the person(s) and may be accepted as reasonable accommodation.

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

- Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.
- Live-in aides are subject to Non-citizen Rule requirements.
- Live-in aides may not be considered as a remaining member of the resident 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.

Family members of a live-in attendant may also reside in the unit, providing doing so does not increase the subsidy by the cost of an additional bedroom and that the
presence of the family member(s) does not overcrowd the unit.

A Live-in Aide may only reside in the unit with the approval of HANO or its Agents. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or caseworker.

The verification provider must certify that a live-in aide is needed for the care of the family member who is elderly, near elderly (50-61) or disabled. Verification of the need for a live-in aide must include the hours the care will be provided.

After HANO or its Agents approves the addition of a live-in aide on behalf of a resident, the resident must submit a specific live-in aide’s name and other information requested for approval by HANO or its Agents within 30 calendar days of notification. If the 30 calendar days expire, the resident will have to resubmit an application for approval of a live-in aide.

A specific live-in aide may only reside in the unit with the approval of HANO or its Agents. The live-in aide will be subject to the agency’s normal screening criteria; criminal and sex offender background checks.

The resident will be responsible for any actions of the live-in aide.

HANO or its Agents have the right to disapprove a request for a live-in aide based on the "Other Eligibility Criteria" described in this Chapter.

C. MANDATORY SOCIAL SECURITY NUMBERS

Families are required to disclose Social Security numbers of all individuals applying for or participating in HUD’s rental assistance programs except for those who do not contend to have eligible immigration status.

HANO and its Agents must inform applicants and residents of the revisions to the SSN disclosure and verification requirements. Applicants will be required to disclose and provide verification of the SSN for all members of their household before they can be admitted. Current residents will be required to disclose and provide verification of SSNs for all members of their household, where disclosure and verification has not occurred, at the time of their next interim or annual recertification.

HANO and its Agents are encouraged to continue informing applicants and residents who have not disclosed their SSN, or the SSN of a child under the age of 6 or who have certified they do not have a SSN of the final rule and that they must begin the process of obtaining a SSN within 90 days of application for admission or application to add a family member.

HANO and its Agents with access to the Enterprise Income Verification (EIV) system must verify and correct all SSNs for individuals listed on the Failed EIV Pre-screening and the Failed Verification Report as having invalid SSNs.

Verification of Social Security Numbers
Social security numbers must be provided as a condition of eligibility for all family members if they have been issued a number.

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/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 valid 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)
- Benefit award letters from government agencies
- Retirement benefit letter
- Verification of benefits or SSN from Social Security Administration

New family members will be required to produce their Social Security Card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and accurate. New family members under the age of six will have 90 days to submit a social security number. HANO has discretion to allow an additional 90 days to submit a social security number for new family members under the age of six. This information is to be provided at the time the change in family composition is reported to HANO or its Agents.

If an applicant or Resident is able to disclose the Social Security Number but cannot meet the documentation requirements, the applicant or Resident must sign a certification to that effect provided by HANO or its Agents. The applicant/Resident or family member will have an additional 60 days to provide proof of the Social Security Number. If they fail to provide this documentation, the family’s tenancy will be terminated.

In the case of an individual at least 62 years of age, HANO or its Agents may grant an extension for an additional 60 days up to a total of 120 days. If, at the end of this time, the elderly individual has not provided documentation, the family’s tenancy 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.

HANO and its Agents must terminate tenancy of resident households if the regulatory requirements for SSN disclosure and documentation are not met. If the family submits falsified documents, tenancy will be denied or terminated.

D. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS

In October 1998 Congress passed the Quality Housing and Work Responsibility Act of 1998. As a result, Housing Authorities must immediately begin to apply the provisions of section 214 of the HCDA of 1980.
In order to receive assistance, a family member must be an U.S. citizen or eligible immigrant. Individuals who are neither may elect not to contend their status. Eligible immigrants are persons who are in one (1) of the six (6) immigrant categories as specified by HUD. For the Citizenship/Eligible Immigration requirement, the status of each member of the family is considered individually before the family’s status is defined.

**Mixed Families**

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

**Non-Eligible Members**

Applicant families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.

**Non-Citizen Students**

Defined by HUD in the non-citizen regulations, Non-citizen students are not eligible for assistance.

No individual or family applying for housing assistance may receive such housing assistance prior to the affirmative establishment and verification of eligibility of at least one individual or family member. Recently HUD published in the Federal Register a Final Rule making citizens of Freely Associated States eligible for both Public Housing and Section 8. “Or a citizen of the Republic of Marshall Islands, the Federated States of Micronesia, or the Republic of Palau. However, people in the last category are not entitled to housing assistance in preference to any United States citizen or national resident within Guam.”

**Certification of Citizenship**

All families must be notified of the requirement to provide certification of their citizenship status.

1. New applicants must be notified when their name is pulled from the waiting list.
2. New additions to a family must be notified and certified at the time the family member is added.

All family members must certify their status regardless of previous documentation received regarding each person’s identity (such as birth certificates and other forms of identification).

No family member may receive assistance until at least one family member has
submitted the required documentation.

E. OTHER ELIGIBILITY CRITERIA

All applicants will be processed in accordance with HUD’s regulations and sound management practices. Applicants will be required to demonstrate ability to comply with essential provisions of the lease as summarized below.

All applicants must demonstrate through an assessment of current and past behavior the ability:

- to pay rent and other charges as required by the lease in a timely manner;
- to care for and avoid damaging the unit and common areas;
- to use facilities, appliances and equipment in a reasonable way;
- to create no health or safety hazards and to report maintenance needs in a timely manner;
- not to interfere with the rights and peaceful enjoyment of others and to avoid damaging the community of others;
- not to engage in criminal activity or alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents or staff and not to engage in drug-related criminal activity on or off HANO or its Agents premises;
- to comply with necessary and reasonable rules and program requirements of HUD and HANO’s ACOP and Tax Credit Requirements;
- and to comply with local health and safety codes.

Denial of Admission for Previous Debts to HANO or any other PHA or Landlord

Previous outstanding debts (debts that have not prescribed) to the HANO or any PHA or private landlord resulting from a previous tenancy in the public housing or Section 8 program or any other landlord must be paid in full prior to admission. No Payment Agreement will be accepted.

Either spouse is responsible for the entire debt incurred as a previous resident. Children of the head or spouse who had incurred a debt to the PHA will not be held responsible for the parent's previous debt.

In situations where a family’s indebtedness to landlords is a direct result of Hurricane Katrina or Rita HANO or extenuating circumstances result in a family’s indebtedness to landlords, HANO and its Agents may make exceptions to families on a case-by-case basis.

Screening for Criminal Records and for Drug and Alcohol Abuse
All screening procedures shall be administered fairly and in such a way as not to discriminate based on race, color, nationality, religion, sex, familial status, sexual orientation, disability or against other legally protected groups, and not to violate right to privacy.

To the maximum extent possible, HANO or its Agents will involve other community and governmental entities in the promotion and enforcement of this policy.

This policy will be posted on HANO’s or its Agent’s bulletin board and copies made readily available to applicants and residents upon request.

**Screening for Criminal Record**

HANO or its Agents will conduct a criminal record check for all applicants who are 18 years of age or older in the household to determine: (1) whether any member of the household is subject to a mandatory federal requirement for denial of admission, and (2) whether any member of the household has one or more criminal conviction(s) that represent a risk to the safety and well-being of the community. This record check will be conducted prior to determination of final eligibility.

For any denial based on a household member’s criminal record, HANO or its Agents may permit eligibility for occupancy conditioned on the exclusion of the denied family member from residency in the unit.

**Federally Barred Admissions**
HANO and its Agents are required by federal law to deny assistance to an applicant if any of the household members:

- Is subject to a lifetime registration requirement under a state sex offender registration program
- Has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing
- Has been evicted from federally assisted housing for drug-related criminal activity during the previous three years, except if one of the following occurred:
  - The circumstances leading to the eviction no longer exist.
  - The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program.

**Other Criminal Records**

Except as mandated by federal law, no applicant for HANO-assisted housing will be automatically barred from receiving housing assistance because of his or her criminal background.

For applicants not barred by federal law, the applicant’s criminal conviction(s) will be assessed to determine the risk the applicant poses to the safety and well-being of the community using valid written criteria, applicable laws including fair housing laws, applicable regulations, and sound management practices.

Applicants whose conviction(s) do not suggest a significant level of risk will be deemed
admissible to housing if otherwise eligible.

Applicants whose conviction(s) suggest a significant level of risk will be reviewed by a panel of HANO officials or its Agents to assess, based on the totality of the circumstances including any information the applicant wishes to provide, whether the applicant should be admitted to housing or denied. HANO or its Agents may, at their full discretion, include external experts in the panel. If the panel recommends denial of an applicant, the applicant may request an appeal of the decision. All appeals shall follow the procedures in Chapter 14 of the ACOP: Complaints, Grievances, and Appeals. The risk assessment criteria HANO and its Agents use and the review process are detailed in the criminal background screening procedures.

**Screening for Drug and Alcohol Abuse**

In an effort to prevent drug-related criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or the right to peaceful enjoyment of the premises by other residents, HANO and its Agents will endeavor to screen applicants as fairly as possible.

HANO or its Agents will screen applicants to determine whether any household member is currently engaging in the illegal use of a drug.

*Currently engaged in the illegal use of a drug* means a person has engaged in the behavior recently enough (within the past twelve months) to justify a reasonable belief that there is continuing illegal drug use by a household member. Neither HANO nor its Agents will deny admission if the household member who is currently engaging in the illegal use of a drug is enrolled in a supervised drug rehabilitation program.

HANO or its Agents will screen applicants to determine if there is reasonable cause to believe that any household members’ alcohol abuse or pattern of alcohol abuse may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents. Neither HANO nor its Agents will deny admission if the household member who is currently engaging in the abuse of alcohol is enrolled in a supervised rehabilitation program.

In determining reasonable cause or reasonable belief, HANO or its Agents will consider all credible evidence, including but not limited to, any record of convictions, arrests, or evictions of household members related to the use of illegal drugs or the abuse of alcohol. HANO or its Agents will also consider evidence from treatment providers or community-based organizations providing services to household members, self-admission, admission during testimony, or admissions on a police report. A record of arrest alone will not be used to determine reasonable cause or reasonable belief, unless HANO or its Agents have sufficient evidence other than the fact of arrest that the individual engaged in the conduct within the past twelve months.

**Confidentiality of Criminal Records**

HANO and its Agents 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.

If the family is determined eligible for initial or continued assistance, HANO's or its Agents copy of the criminal report shall be shredded as soon as the information is no longer needed for eligibility or continued assistance determination.

If the family's assistance is denied or terminated, the criminal record information shall be shredded immediately upon completion of the review or hearing procedures and a final decision has been made.

HANO or its Agents will document in the family's file that the family was denied admission or the tenancy was terminated due to findings in the Criminal History Report.

**Disclosure of Criminal Records to Family**

Before HANO or its Agents takes any adverse action based on a criminal conviction record, the applicant and subject of record will be provided with a copy of the criminal record and an opportunity to dispute the record. Applicants will be provided an opportunity to dispute the record at a grievance hearing. Residents may contest such records at the grievance hearing or court hearing in the case of evictions.

**F. SCREENING FOR SUITABILITY**

In developing its admission policies, the aim of HANO is to attain a resident body composed of families with a broad range of incomes and to avoid concentrations of the most economically deprived families and families with serious social problems. Therefore, it is the policy of the HANO or its Agents to deny admission to applicants whose habits and practices may reasonably be expected to have a detrimental effect on the operations of the community or neighborhood or on the quality of life for its residents.

HANO or its Agents will conduct a detailed interview of all applicants. The interview form will contain questions designed to evaluate the qualifications of applicants to meet the essential requirements of tenancy as well as the applicants need for a reasonable accommodation if requested by the applicant. Answers will be subject to third party verification.

An applicant's intentional misrepresentation of any information related to eligibility, award of preference for admission, housing history, allowances, family composition or rent would result in denial of admission.

Applicants must be able to demonstrate the ability and willingness to comply with the terms of the lease, either all or with assistance that they can demonstrate they have or will have at the time of admission. The availability of assistance is subject to verification by HANO or its Agents. It is not permitted for a parent or legal guardian to co-sign the Lease on the applicant's behalf if the head of household is under 18 and, under State/local law, does not have the legal capacity to enter into a legally binding contract.
As a part of the final eligibility determination, each applicant household will be screened to assess their suitability as renters.

Rental history, utility and credit check will be conducted on the head and the co-head.

The Housing Authority and its representatives shall rely upon sources of information which may include, but are not limited to, HANO or its Agents records, personal interviews with the applicant or resident, interviews with previous landlords, employers, family social workers, parole officers, criminal and court records, clinics, physicians or the police department, and home visits for persons who have had negative landlord reference(s) for poor housekeeping habits.

This will be done in order to determine whether the individual attributes, prior conduct, and behavior of a particular applicant is likely to interfere with other residents in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety or welfare.

Factors to be considered in the screening are housekeeping habits, rent paying habits, prior history as a resident, the ability of the applicant to maintain the responsibilities of tenancy, and whether the conduct of the applicant in present or prior housing has been such that admission to the program would adversely affect the health, safety or welfare of other residents, or the physical environment, or the financial stability of the project.

Examination of relevant information pertaining to past and current habits or practices will include, but is not limited to, an assessment of:

- The applicant’s past performance in meeting financial obligations especially rent;
- Eviction or a record of disturbance of neighbors sufficient to warrant a police call, destruction of community, or living or housekeeping habits at present or prior residences which may adversely affect the health, safety, or welfare of other residents or neighbors;
- Any history or evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy by neighbors;
- Any history of initiating threats or behaving in a manner indicating intent to assault employees or other residents;

The ability and willingness of an applicant to comply with the essential lease requirements will be verified and documented by HANO and/or its Agents. The information to be considered in the screening process shall be reasonably related to assessing the conduct of the applicant and other family members listed on the application in present and prior housing.

The history of an applicant’s conduct and behavior must demonstrate that the applicant family can reasonably be expected not to:

i. Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare.
ii. Adversely affect the physical environment or financial stability of the project.

iii. Violate the terms and conditions of the Lease.

iv. Require services from HANO or its Agent’s staff that would alter the fundamental nature of its program.

**Screening and Reasonable Accommodations:**

- Many applicants with disabilities will pass screening, will not need a reasonable accommodation, will not need special accessibility features, and will be admitted in exactly the same manner as applicants without disabilities.

- Applicants who fail screening will receive a rejection letter. This letter must provide all applicants with information concerning the PHA’s informal review process and their right to request a hearing. The letter must also state that applicants with disabilities have the right to request reasonable accommodations to participate in the informal hearing process. The PHA is obligated to provide such reasonable accommodation unless doing so would result in a fundamental alteration in the nature of the PHA’s program. If requested by the applicant, a PHA must consider verifiable mitigating circumstances that explain and/or overcome any prior misconduct related to a previous tenancy. If a reasonable accommodation would allow an applicant with a disability to meet the eligibility requirements for housing, a housing provider must provide the requested accommodation.

**Rent Paying Habits**

HANO or its Agents will examine records from a prior tenancy, and will request written references from the applicant’s current landlord and may request written references from former landlords for up to the past 12 months. Based upon these verifications, HANO or its Agents will determine if the applicant was chronically late with rent payments, was evicted at any time during the past 12 months for nonpayment of rent, or had other legal action initiated against him/her for debts owed. Any of these circumstances could be grounds for an ineligibility determination, depending on the amount of control the applicant had over the situation. HANO and its Agents will undertake a balancing test that will consider: (1) amount of former rent; (2) loss of employment; (3) death or divorce from primary support; (4) illness or other circumstances beyond applicant’s control. Any of these circumstances could be grounds for an ineligibility determination, depending on the amount of control the applicant had over the situation. The lack of credit history will not disqualify a family, but a poor credit history will, with the exceptions noted above. Where past rent paying ability cannot be documented, the utility company(s) payment history will be used to determine whether the family has been current and timely on their payments.

The Signature Communities, at a minimum, will apply the same screening criteria set forth for residents applying for or living in HANO’s conventional public housing units.

**Screening Applicants Who Claim Mitigating Circumstances**

Mitigating circumstances are facts relating to the applicant’s record of unsuitable rental history or behavior, which, when verified would indicate both: (1) the reason for the unsuitable rental history and/or behavior; and (2) that the reason for the unsuitable
rental history and behavior is no longer in effect or is under control, and the applicant's prospect for lease compliance is an acceptable one, justifying admission.

If unfavorable information is received about an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. In order to be factored into the screening assessment of the applicant, mitigating circumstances must be verifiable.

If the mitigating circumstances claimed by the applicant relate to a change in disability, medical condition or course of treatment, HANO or its Agents shall have the right to refer such information to persons who are qualified and knowledgeable to evaluate the evidence and to verify the mitigating circumstance. HANO or its Agents shall also have the right to request further information reasonably needed to verify the mitigating circumstance, even if such information is of a medically confidential nature.

Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.

Mitigation of disqualifying information for victims of domestic violence, dating violence or stalking will be considered when negative reporting is the consequences of domestic violence, dating violence or stalking. Any inquiries related to the mitigation circumstances must be remain confidential.

A rejected applicant has a right for an informal review and a right to have a representative present.

**Examples of Mitigating Circumstances**

Evidence of the applicant family's participation in and completion of social service or other appropriate counseling service approved by HANO or its Agents;

Evidence of successful and sustained modification of previous disqualifying behavior.

Consideration of mitigating circumstances does not guarantee that the applicant will qualify for admission. HANO or it's Agents; will consider such circumstances in light of:

- The applicant's ability to substantiate through verification, the claim of mitigating circumstances and his/her prospects for improved future behavior and

- The applicant's overall performance with respect to all the screening requirements.

**Qualified and Unqualified Applicants**

Information that has been verified by the Housing Authority or its Agents will be analyzed and a determination will be made with respect to:

- Eligibility of the applicant as a family;
- Income eligibility of the applicant with respect to maximum income limits for the property and/or unit;
- Eligibility of the applicant with respect to citizenship or eligible immigration status;
- Any local preference to which the family is entitled.
Assistance to a family may not be delayed, denied or terminated on the basis of the family's ineligible immigration status, unless and until the family completes all the verification and appeals processes to which they are entitled under both INS, HANO, or the Agents procedures, except for a pending hearing.

Applicants who are determined to be unqualified for admission will be promptly notified within 48 hours with a Notice of Denial of Admission stating the reason for the denial. The applicant shall be provided an opportunity for an informal hearing (see Chapter titled "Complaints, Grievances, and Appeals").

Applicants who have requested a reasonable accommodation as a person with a disability and who have been determined eligible, but fail to meet the Applicant Selection Criteria, will be offered an opportunity for a second meeting to have their cases examined to determine whether mitigating circumstances or reasonable accommodations will make it possible for them to be housed in accordance with the screening procedures.

Every effort will be made to accurately estimate an approximate date of occupancy. However, the date given by HANO or its Agents does not mean that applicants should expect to be housed by that date.

The availability of a suitable unit to offer a family is contingent upon factors not directly controlled by HANO or its Agents, such as turnover rates, and market demands as they affect bedroom sizes and project location.

**Documenting Findings**

An authorized representative of the Housing Authority or its Agents shall document any pertinent information received relative to the following:

- **Pattern of Violent Behavior** - includes evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy of neighbors.

- **Initiating Threats** - behaving in a manner indicating intent to assault employees or other residents.

- **Abandonment of a Public Housing Unit** - without advising the Management Staff so that staff may secure the unit and protect its community from vandalism.

- **Non-Payment of Rightful Obligations** - including rent and/or utilities and other charges owed to HANO or its Agents or any other PHA.

- **Intentionally Falsifying an Application for Leasing** - including uttering or otherwise providing false information about family income and size, using an alias on the application for housing, or making any other material false statement or omission intended to mislead.

- **Record of Serious Disturbances of Neighbors, Destruction of property or other Disruptive or Dangerous Behavior** - consists of patterns of behavior which endanger
the life, safety, or welfare of other persons by physical violence, gross negligence or irresponsibility; which damage the equipment or premises in which the applicant resides, or which are seriously disturbing to neighbors or disrupt sound family and community life, Indicating the applicant's inability to adapt to living in a multi-family setting.

Includes judicial termination of tenancy in previous housing on the grounds of nuisance or objectionable conduct, or frequent loud parties, which have resulted in serious disturbances of neighbors.

**Grossly Unsanitary or Hazardous Housekeeping** - includes the creation of a fire hazard through acts such as hoarding rags, papers, or other materials; severe damages to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage in halls; or serious neglect of the premises. This category does not include families whose housekeeping is found to be superficially unclean or due to lack of orderliness, where such conditions do not create a problem for neighbors.

**Destruction of property** from previous rentals.

In the event of the receipt of unfavorable information with respect to an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors, which might indicate a reasonable probability of favorable future conduct or financial prospects.

HANO or its Agents may waive the policies prohibiting admission in these circumstances if the person demonstrates to HANO or its Agent's satisfaction that the person is no longer engaging in illegal use of a controlled substance or abuse of alcohol and has successfully completed a supervised drug or alcohol rehabilitation program.

**G. HEARINGS**

If information were revealed that would cause HANO or its Agents to deny admission to the household and the person disputes the information, she/he shall be given an opportunity for an informal hearing according to HANO’s hearing procedures outlined in the Chapter on Complaints, Grievances and Appeals.
Chapter 3
APPLYING FOR ADMISSION

INTRODUCTION

The policy of the Housing Authority of New Orleans 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 housing, 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 HANO and its Agents 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 Policy.

A. HOW TO APPLY

Families who wish to apply for any of HANO’s program or Signature Communities must complete a written application form when the waiting lists are open. Applications will be made available in an accessible format upon request from a person with a disability.

Persons with disabilities may call the site of interest to receive an application through the mail or make other arrangements to complete their pre-application when the list is opened.

Applications will be mailed to interested families upon request and must be returned within the timeline expressed in the application.

B. SITE- BASED WAITING LIST

Rules governing the Site-Based Waiting List for PHA and PHA/LIHTC units for placement on the Site Based Waiting List are as follows:

1. The Housing Authority will provide the initial waiting to each Community, which includes both HANO’s conventional and Signature Communities units. Hurricanes Katrina and Rita will make up the initial list of former Head of Household HANO residents who have indicated a desire to return to the communities in accordance with the HANO’s relocation or reoccupancy plan including those families affected.
2. This list will also be consistent with the goals of Title VI of the Civil Rights Act of 1964 but will only be open to those former residents as outlined above until that time in which substantially all those former residents have been offered their option to return. HANO or its Agents can set a timeline by which the waiting list will close for former residents.

HANO or its Agents must take considerable steps to outreach to all former residents prior to closing the Site-Base Waiting List by sending the initial contact letter and two additional notices for a total of three notices. The third notice will be the final notice informing the resident that name will be removed from the waiting list. As all former head of household residents will have the right to return. The initial Site-Based Waiting List may be updated to allow former head of household residents to be added to the list. Any former residents not interested in returning to the community must provide notification, in writing, of their desire not to return. The former resident’s name will be removed from the waiting.

3. Management must advise the resident, in writing, no later than 10 days after the receipt of the former resident’s notice that their name has been removed from the waiting list and that they no longer have a position on the waiting list.

4. Management must mail the letter by regular first class and by certified mail.

5. Only when the Initial Site Based Waiting List has been exhausted, then the Site Based Waiting List for the public will be opened.

6. Management will inform HANO of their need to open the Site-Based Waiting List.

7. When management opens any Site-Based Waiting List the public notice will state where and when to apply.

8. Pre-applications should be made available at locations that serve the public.

9. When deemed appropriate by management, the Site-Based Waiting List will be closed and public notice will be given.

10. Families applying for PHA or PHA/LIHTC units must obtain and return a fully completed pre-application form. If the fully completed pre-application form is returned by mail within the time frame given, the pre-application or application will be deem eligible to be placed on the Site-Based Waiting List. No pre-application is deemed received until it is received and stamped by the United States Post Service and picked up by HANO or its Agents.

11. HANO or its Agents will not accept incomplete pre-applications.
12. Placement on the Site-Based Waiting List will be by official USPS date stamped on envelope.

13. The date stamp will govern an applicant's position on the Site-Based Waiting List. The Site Based Waiting List will be sort by date, by preference and then bedroom size.

14. As units become available for occupancy, bedroom size will dictate who will be first served. The first family on the waiting list whose needs fit the bedroom size available will move to the first position.

Families who are "skipped" over due to unavailability of a bedroom size will not lose their position on the Site-Based Waiting List. Families will be “skipped” over at Signature Communities if they do not fit the Tax Credit Requirements for the available unit(s).

C. Application Process

Families wishing to apply for the Public Housing and/or Affordable programs will be required to complete an application for housing during a period of in which the waiting list are opened. (24 CFR 1.4(b)(2)(ii), 24 CFR 960.202(a)(2)(iv). Applications are generally made in person, and are accepted during designated hours at the management offices of HANO’s communities. HANO may, from time to time, alter the times and places for taking and receiving applications, including requests for applications by telephone and accepting applications through the mail. At HANO’s option, families may also be required to submit a pre-application prior to completing the full application. If this is the case, instructions will be provided to families regarding the pre-application process. HANO may allow applicants to apply for public housing and PHA/LIHTC program benefits electronically, through the mail, or by a combination of both means. HANO may also acknowledge receipt of all applications and preliminarily place the applicant on the waiting list, according to the specific housing category and the requested preference, for further eligibility and suitability determinations. For purposes of this entire Chapter 3, the term “application” shall also mean any required “pre-application”, moreover, the term “HANO” shall also include any management agent or contractor undertaking the eligibility, screening, placement and transfer activities for any HANO conventional public housing community.

i. Accessibility of the Application Process

Disable Population: HANO and its Agent 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 PHA process. HANO and its Agents will provide equal access for the disabled population. [24 CFR 8]

D. PRE-APPLICATION PROCEDURES

The Housing Authority of New Orleans, HANO or its Agents may utilize a preliminary-application form (pre-application) for the application for public housing and the
PHA/LIHTC units. The application may be mail or submitted in person depending on the parameter by which the waiting list was opened.

Translation of the application will be provided for non-English-speaking applicants as requested.

The pre-application will contain questions designed to obtain the following information:

- Names, DOB and Social Security Number for all family members
- Bedroom size needed
- Permanent address and telephone numbers
- Mailing address (if PO Box or other permanent address)
- Annual income
- Occupation/Job Training
- Student Status
- Source(s) of income, assets and expenses for household members to determine preference qualification
- Sufficient additional information to determine preference qualification
- Information regarding request for reasonable accommodation or for accessible unit
- Questions regarding previous participation in HUD programs

The pre-application is the premise by which the Site-Based Waiting list is created and updated.

E. NOTIFICATION OF APPLICANT STATUS

HANO or its Agent will notify the family in writing (in an accessible format upon request, as a reasonable accommodation) that they officially hold a position on the waiting list.

This written notification of preliminary eligibility will be mailed to the applicant by first class mail.

F. COMPLETION OF A FULL APPLICATION

The application will contain questions designed to obtain the following information:

- Names, DOB and Social Security Number for all family members
- Bedroom size needed
- Permanent address and telephone numbers
- Mailing address (if PO Box or other permanent address)
- Annual income
- Occupation/Job Training
- Student Status
- Source(s) of income, assets and expenses for household members to determine preference qualification
- Sufficient additional information to determine preference qualification
- Information regarding request for reasonable accommodation or for accessible unit
- Arrests/Convictions for Drug Related or Criminal Activity
Questions regarding previous participation in HUD programs

All preferences claimed on the application or while the family is on the waiting list will be verified after the family is selected from the waiting list and prior to completing the final eligibility determination. If a preference cannot be verified, said applicant will be returned to their proper place on the waiting list and preference removed. The qualification for preference must exist at the time the preference is verified regardless of the length of time an applicant has been on the waiting list because the preference is based on status.

Applicants on the waiting list who will be selected in the near future will be sent a preference verification and eligibility appointment letter (see Chapter on Resident Selection and Assignment Plan). The letter will notify the applicant of an application interview and request the applicant to bring all documents, which verify all factors to be verified. Factors to be verified will be listed in the letter. These documents will be used for verification only if third-party verification cannot be obtained.

**Requirement to Attend Interview**

The applicant interview is designed to discuss the family’s circumstances in detail, to clarify information that has been provided by the family, and to ensure that the information is complete.

The interview is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process, as well as to advise the family of other services or programs, which may be available.

All family members 18 years or older must attend the interview and sign the housing or LIHTC application. Exceptions may be made for adult students attending school out of state or for members for whom attendance would be a hardship.

It is the applicant’s responsibility to reschedule the interview if she/he misses the appointment. If the applicant does not reschedule or misses one scheduled meeting(s), the application will be rejected. If an applicant is rejected due to a missed scheduled meeting, the missed scheduled meeting was due to applicant’s disability, and the applicants can provide documentation that their disability was the cause of their missed meeting, HANO or its Agent may reschedule the meeting.

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

Reasonable accommodation will be made for persons with a disability who requires an advocate or accessible offices. A designee will be allowed to provide some information, but only with permission of the person with a disability.

If an application is denied due to failure to attend the applicant interview, the applicant will be notified in writing that he/her name will be removed from the waiting list within ten (10) working days from the date of the removal letter. Applicant will be notified that he/she is entitled to an informal hearing. (See Chapter on Complaints, Grievances and Appeals.)
All adult members, and head of household and spouse regardless of age, must sign the HUD-9886, "Release of Information," the declarations and consents related to citizenship/immigration status and any other documents required by HUD, HANO or other regulatory agencies, such as Louisiana Housing Finance Agency, FEMA, LRA, etc.

Applicants will be required to sign specific verification forms for information that is not covered by the HUD-9886 Failure to do so will be cause for denial of the application for failure to provide necessary certifications and required releases. Information provided by the applicant will be 3rd party verified, including information related to family composition, income, allowances and deductions, assets, eligible immigration status, full-time student status and other factors related to preferences, eligibility and rent calculation.

If HANO or its Agents determines at or after the interview that additional information or document(s) are needed, HANO or its Agents will request the document(s) or information in writing. The family will be given 10 working days to supply the information.

If the information is not supplied in this time period, HANO or its Agent will provide the family a notification of denial for assistance. (See Chapter on Complaints, Grievances and Appeals.)

G. PROCESSING APPLICATIONS

As families approach the top of the waiting list, the following items will be verified to determine qualification for admission to HANO’s Public Housing or Signature Communities:

- Preference verification
- Family composition and type (elderly/non elderly)
- Annual Income
- Assets and Asset Income
- Deductions from Annual Income
- Social Security Numbers of all family members
- Information used in applicant screening such as rental history or utility payment history
- Citizenship or eligible immigration status
- Student Status
- Credit, Rent and Criminal History including Sex Offender Reports
- Copy of State ID for all adult members of the household

H. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

After the verification process is completed, the Site Manager will make a final determination of eligibility. This decision is based upon information provided by the family; the 3rd party verification and the resident suitability determination (see Chapter on Eligibility for Admission).
Because HUD and the Tax Credit Requirements can make changes in rules or regulations and family circumstances may have changed during the review process that affect an applicant’s eligibility, it is necessary to make final eligibility determination.

The household is not actually eligible for a unit offer until this final determination has been made, even though they may have been preliminarily determined eligible and may have been listed on the waiting list.

Any time after final eligibility determination, applicants must report changes in family status, including income, family composition, and address, in writing, within 10 calendar days of the change.

If the family did not report the change within the required time frame, the family will be determined ineligible and offered an opportunity for an informal hearing.
Chapter 4
RESIDENT SELECTION AND ASSIGNMENT

INTRODUCTION

It is the Housing Authority of New Orleans policy that each applicant shall be assigned an appropriate placement on the waiting list for the project(s) in which the applicant wishes to reside.

Applicants will be listed in sequence based upon:

- factors of preference or priority;
- the size and type of unit they require;
- date and time the application is received,

In filling an actual or expected vacancy, the dwelling unit will be offered to an applicant in the appropriate sequence with the goal of accomplishing deconcentration of poverty and income-mixing objectives. With respect to the Signature Communities, a dwelling unit will be filled consistent with any Tax Requirement as well as any other governing documents that applicable. The unit will be offered until it is accepted. This Chapter describes HANO’s policies with regard to the number of unit offers that will be made to applicants selected from the waiting list.

Objectives

HANO and its Agents’ policies will be followed consistently and will affirmatively further HUD's fair housing goals.

It is the objective to ensure that families are placed in the proper order on the waiting list so that the offer of a unit is not delayed to any family unnecessarily or made to any family prematurely. This chapter explains the policies for the management of the waiting list.

When appropriate units are available, families will be selected from the waiting list in their preference-determined sequence.

By maintaining an accurate waiting list, HANO and its Agents will be able to perform the activities, which ensure that an adequate number of qualified applicants will be available to fill unit vacancies in a timely manner. Based on turnover and the availability of appropriate sized units, families will be selected from the waiting list to form a final eligibility "pool." Selection from the pool will be based on completion of verification.

A. SITE BASED WAITING LISTS

The Housing Authority offers a system of site-based waiting lists at the conventional Public Housing and Signature Communities.

Applicants may choose on which site-based waiting list they wish to be placed by applying directly at community in which they seek to reside.
When there are insufficient applicants on a site-based waiting list, HANO or the Agents must following the criteria for re-opening the site-based waiting list.

Every reasonable action will be taken to assure that applicants can make informed choices regarding the project(s) in which they wish to reside. Information regarding the location of available sites, occupancy number and size of accessible units will be disclosed to the resident including basic information relative to amenities such as day care, security, transportation, training programs, and an estimate of the period of time the applicant will likely have to wait to be admitted to units of different types.

**Monitoring Site-Based Waiting Lists**

The system of site-based waiting lists will be periodically monitored by HANO’s Asset Management Department to assure that civil rights and fair housing are affirmatively furthered.

HANO will at least every three years use independent testers or other means satisfactory to HUD to assure that the site-based waiting list systems is not being implemented in a discriminatory manner, and that no patterns or practices of discrimination exist. If there are found to be any problems, HANO will take immediate steps to remedy. HANO will provide results of any such test or review to HUD. HANO will assess changes in racial, ethnic or disability-related resident composition at each site that has occurred during the implementation of the site-based waiting lists.

The adoption of site-based waiting lists is not in violation of any court order or settlement agreement, and is inconsistent with any pending complaint brought by HUD.

**B. WAITING LIST PREFERENCES**

A preference does not guarantee admission to the program. Preferences are used to establish the order of placement on the waiting list. Every applicant must meet HANO or its Agent’s Selection Criteria as defined in this policy. Every applicant must meet HANO’s or it’s Agents Selection Criteria as defined in this Policy or in Regulatory and Operating Agreement or the Management Plans that govern the Signature Community.

The preference system will work in combination with requirements to match the characteristics for the family to the type of unit available, including units with targeted populations, and further deconcentration of poverty in public housing.

When such matching is required or permitted by current law, HANO or its Agents will give preference to qualified families.

Families who reach the top of the waiting list will be contacted by HANO or its Agents to verify their preference and, if verified, HANO or its Agents will complete a full application for occupancy. Applicants must complete the application for occupancy, continue through the application processing, and may not retain their place on the waiting list if they refuse to complete their processing when contacted by HANO or its Agents.

Among applicants with equal preference status, the waiting list will be organized by date and time.
**Local Preferences**

Preferences will be used to select among applicants on the waiting list. Public notice with opportunity for public comment will be held before HANO adopts any preference.

The notice will be publicized using the same guidelines as those for opening and closing the waiting list.

The notice will be distributed following the same guidelines as those used for opening or closing the waiting list.

**Working Preference:**

- It must be apparent that the employment is of a continuous, at least six (6) consecutive months immediately prior to the date of placement, opposed to a temporary nature, and the head of household must anticipate such continuous employment after the date of placement. This preference is automatically extended to elderly families or families whose head or spouse meets the HUD/Social Security definition of disability.

Applicants will be ranked as followed:

<table>
<thead>
<tr>
<th>Preference</th>
<th>Hours</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Working</td>
<td>30+</td>
<td>5</td>
</tr>
<tr>
<td>Elderly/Disabled</td>
<td>Exempted</td>
<td>5</td>
</tr>
<tr>
<td>Working</td>
<td>29 to 25</td>
<td>4</td>
</tr>
<tr>
<td>Working</td>
<td>24 to 20</td>
<td>3</td>
</tr>
<tr>
<td>Fulltime student</td>
<td>12+ credit hours</td>
<td>3</td>
</tr>
<tr>
<td>Working/Job training</td>
<td>20 &lt; and in job training</td>
<td>2</td>
</tr>
<tr>
<td>Working</td>
<td>19 or less</td>
<td>1</td>
</tr>
<tr>
<td>Not Working</td>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

**Disaster Preference Policy**

Low-income residents that are involuntarily displaced by a federally declared disaster may be admitted to HANO’s public housing program if they meet specified conditions and program eligibility and admission requirements. Upon verification of displacement, HANO may offer public housing assistance to victims even though they are not on the waiting list. Such offers will be made in accordance with the extent and type of housing resources available at the time of the need and in consideration of other HANO preference categories. Priority will be given to displaced public housing residents.

**Verification and Admission:**

Displaced residents must request the disaster preference within 60 days of the date that the disaster occurred; provide documentation of disaster-related displacement; and undergo the agency’s standard application, eligibility, screening, and verification processes.
Documentation will be needed to verify that the applicant’s permanent residence was rendered uninhabitable by a federally declared disaster. This documentation includes:

- A copy of the former lease, or other documentation verifying that the applicant was permanently housed at an affected address at the time the federally declared disaster occurred; and
- Correspondence/report(s) from units of government such as FEMA, HUD, City or Public Housing agencies, and/or from recognized disaster relief organizations such as the Red Cross specifying that the applicant’s dwelling unit was rendered uninhabitable due to a federally declared disaster.

The applicant must supply all disaster-related documentation within 15 business days of making a request for this preference. HANO may extend this requirement, at its discretion, if such documentation is not readily available due to the disaster. Once processing is completed and an eligibility determination is made, the displaced applicant will be offered a public housing unit in accordance with existing HANO policies and procedures. Security deposits and rent amounts payable will be based on the agency’s standard policies and procedures.

Agents of Signature Communities may have other regulatory eligibility requirements that exceed HANO’s local preferences that are not listed here, but will be included as needed in Operating Agreements or the Management Plans and Management Agreements that are site specific.

C. ORDER OF SELECTION FOR GENERAL OCCUPANCY (FAMILY) COMMUNITIES

HANO has established local admissions preferences for general occupancy (family) Conventional Public Housing and the Signature Communities.

D. ORDER OF SELECTION FOR MIXED POPULATION COMMUNITIES

A mixed population community is a public housing community, or portion of a project that was reserved for elderly families and disabled families at its inception.

In accordance with the 1992 Housing Act, elderly families whose head spouse or sole member is at least 62 years of age, and disabled families whose head, co-head or spouse or sole member is a person with disabilities, will receive equal preference to such units.

No limit will be established on the number of elderly or disabled families that may occupy a mixed population community. All other HANO preferences will be applied.

HANO has established the following local admissions preferences for Mixed Population communities. Per HUD regulations, equal preference must be given to Elderly Families and Disabled Families:

First Priority: Elderly families or disabled families

This Preference unless otherwise specifically specific in the Operation Agreements does not apply to Signature Properties.
E. VERIFICATION OF PREFERENCE QUALIFICATION

Upon verification of the family preference, the family will be placed on the waiting list. When the family is selected from the waiting list for the final determination of eligibility, the preference will be verified.

If the preference verification indicates that an applicant does not qualify for the preference, the applicant will be returned to the waiting list and ranked without the Local Preference.

Change in Circumstances

Changes in an applicant's circumstances while on the waiting list may affect the family's entitlement to a preference. HANO or its Agents will notify applicants in writing that they are required to inform Management of their preference changes.

Applicants are required to notify HANO or its Agents in writing when their circumstances change. When an applicant claims an additional preference, she/he will be placed on the waiting list in the proper order of their newly claimed preference.

F. PREFERENCE DENIAL

If HANO or its Agents deny a preference, the applicant will be placed on the waiting list without benefit of the preference.

HANO or its Agents will notify the applicant in writing of the reasons why the preference was denied.

HANO or its Agents will also inform the applicant about the available preferences and give the applicant an opportunity to show that he/she qualifies for available preferences. Applicants may exercise other rights if they believe they have been discriminated against.

Any applicant who falsifies documents or makes false statements in order to qualify for any preference will be removed from the waiting list with notification to the family.

G. FACTORS OTHER THAN PREFERENCES THAT AFFECT SELECTION OF APPLICANTS

Before applying its preference system, HANO or its Agents will first match the characteristics of the available unit to the applicants available on the waiting lists. Factors such as unit size, accessible features, deconcentration or income mixing, income targeting, or units in housing designated for the elderly limit the admission of families to those characteristics that match the characteristics and features of the vacant unit available.

By matching unit and family characteristics, families who are lower on the waiting list
may receive an offer of housing ahead of families with lower number.

HANO’s Deconcentration Policy, as described in the Agency Plan, may include selecting families on the waiting list either to bring families above the established income range, EIR, into communities that are below the established income range, or to bring families below the established income range into communities that are above the established income range, EIR.

Any admission mandated by court order related to desegregation or Fair Housing and Equal Opportunity will take precedence over the Preference System. Other admissions required by court order will also take precedence over the preference system. If permitted by the court order, HANO may offer the family a Section 8 housing voucher.

**H. INCOME TARGETING**

HANO will monitor its admissions to ensure that at least 40 percent of families admitted to public housing in each fiscal year shall meet HUD’s definition of an “extremely low income family” in HANO’s jurisdiction. Have incomes that do not exceed 30% of area median income of HANO’s jurisdiction.

Hereafter families whose incomes do not exceed 30% of area median income will be referred to as “extremely low-income families.”

An extremely low-income family is a family whose annual income does not exceed the federal poverty level or 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 the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

HANO shall have the discretion, at least annually, to exercise the “Fungibility” provision of the Quality Housing Work Responsibility Act (QHWRA) by admitting less than 40 percent of “extremely low income families” to public housing in a fiscal year, to the extent that admissions of extremely low income families to HANO’s Housing Choice Voucher Program (Section 8) during its fiscal year exceeds the 75 percent minimum targeting requirement for HANO’s Housing Choice Voucher Program.

The Fungibility credits will be used to drop the annual requirement below 40 percent of admissions to public housing for extremely low-income families by the lowest of the following amounts:

- The number of units equal to 10 percent of the number of newly available vouchers in the fiscal year; or
- The number of public housing units that 1) are in public housing projects located in census tracts having a poverty rate of 30% or more, and 2) are made available for occupancy by and actually occupied in that year by, families other than extremely low-income families.

**The Fungibility Floor:** Regardless of the above two amounts, in a fiscal year, at least
30% of admissions to public housing unit will be to extremely low-income families. The Fungibility floor is the number of units that cause HANO’s overall requirement for housing extremely low-income families to drop to 30% of its newly available units.

Fungibility shall only be utilized if the HANO is anticipated to fall short of its 40% goal for new admissions to public housing.

Income Targeting may not be applicable as stated due to the compliance with the Operating Agreements established with private lenders/syndicators. Often the selection of affordable units exceeds the requirement of the Fungibility Floor. Each Signature Community will be viewed individually.

**Low Income Family Admissions**

HANO or is Agents will admit only families whose incomes do not exceed 80% of the HUD approved area median income for conventional public housing units only. No LIHTC unit shall be rented to residents who fail to meet the Tax Credit Income Requirements.

**I. UNITS DESIGNATED FOR THE ELDERLY**

In accordance with the 1992 Housing Act, elderly families with a head, spouse or sole member at least 62 years of age will receive a preference for admission to such units or buildings covered by a HUD-approved Designated Housing Plan except for the units, which are accessible, which may be offered to persons with disabilities.

HANO will take the following action when processing families for communities designated for the elderly:

- Near elderly families are only eligible for admission to projects designated for the elderly if the PHA determines there are an insufficient number of elderly families designed elderly.

- Every applicant near elderly applicant whose is 50 to 61 years of age has a preference for an elderly designated unit.

- Families with members who require a unit with accessible features will receive preference for such units over families who do not require such features.

**J. UNITS DESIGNATED FOR THE DISABLED**

In accordance with the 1992 Housing Act, disabled families with a head, spouse or sole member who qualifies as a person with disabilities will receive a preference for admission to units that are covered by a HUD-approved Designated Housing Plan.

**K. DECONCENTRATION OF POVERTY AND INCOME-MIXING**

HANO’s admission policy is designed to provide for deconcentration of poverty and income mixing by bringing higher income residents into lower income projects and lower income residents into higher income projects.

Nothing in the deconcentration policy relieves HANO of the obligation to meet the
income-targeting requirement.

Gross annual income is used for income limits at admission and for income-mixing purposes.

**Deconcentration and Income-Mixing Goals**

To the extent this deconcentration policy is applicable to the public housing units in Signature Communities, HANO acknowledges that its Signature Communities are mixed-income or mixed-finance developments that include policies intended to promote income mixing in public housing, increase incomes of public housing residents, or the income mix is otherwise subject to individual review and approval by HUD through mixed-finance review or other approval processes. As such, the incomes of public housing Residents may fall outside the Established Income Range (as defined below). In such an event, HANO will provide appropriate explanation of such an occurrence in its Annual Plan.

HANO’s deconcentration and income-mixing goal, in conjunction with the requirement to target at least 40 percent of new admissions to public housing in each fiscal year to "extremely low-income families", will be to admit families above HANO’s Established Income Range (EIR) to communities below the EIR, and families below HANO’s EIR to communities above the EIR.

Deconcentration applies to transfer families as well as applicant families.

**Project Designation Methodology**

Annually, HANO will determine the average income of all families residing in general occupancy communities, excluding the Signature Communities.

HANO will then determine the average income of all families residing in each community.

HANO will then determine whether each general occupancy communities fall above, within or below the Established Income Range (EIR).

The EIR is 85 percent to 115 percent (inclusive of 85 percent and 115 percent) of the HANO-wide average income for general occupancy.

HANO will then determine whether communities outside EIR are consistent with local goals and strategies in the Housing Authority Plan. Any deconcentration policy as needed is described in the Agency Plan.

**Deconcentration Policy**

If, at annual review, there are found to be communities with average income above or below the EIR, and where the income profile for general occupancy communities above or below the EIR is not explained or justified in the Agency Plan, HANO shall list these covered communities in its Annual Plan.

The Housing Authority shall adhere to the following policies for deconcentration
of poverty and income mixing in applicable communities.

HANO shall establish a preference for admission of working families in covered communities below the EIR.

HANO shall target investment and capital improvements toward covered communities below the EIR to encourage applicant families whose income is above the EIR to accept units in those communities. These incentives are described in the Agency Plan.

Deconcentration Compliance

If, at annual review, the average incomes at all covered communities are within the Established Income Range, HANO will be considered to be in compliance with the deconcentration requirement.

L. PROMOTION OF INTEGRATION

Beyond the basic requirement of nondiscrimination, HANO and its Agents shall affirmatively further fair housing to reduce racial and national origin concentrations.

HANO or its Agents shall not require any specific income or racial quotas for any communities. This does not apply to the Signature Communities where they must comply with the Tax Credit Requirements that govern specific income limits.

HANO or its Agents shall not assign persons to a particular section of a community or to a development or building based on race, color, religion, sex, disability, familial status or national origin for purposes of segregating populations.

M. REMOVAL FROM WAITING LIST AND PURGING

Mailing letters of continued interest to all applicants to ensure that the waiting list is current and accurate will purge the waiting list at least annually. The letters will ask for current information and confirmation of continued interest.

If an applicant fails to respond within 30 days, she/he will be removed from the waiting list. If the Post Office without a forwarding address returns a letter, the applicant will be removed without further notice, and the envelope and letter will be maintained in either an electronic or hard copy the file for up to three years. It is the resident obligation to notify HANO or its Agents of any address and telephone changes.

If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless a person with a disability requests a reasonable accommodation for being unable to reply within the prescribed period.

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.

N. OFFER OF ACCESSIBLE UNITS
HANO or its Agents have units designated for persons with mobility, sight and hearing impairments, referred to as accessible units.

Non-mobility impaired families will not be offered these units until all eligible mobility-impaired applicants have been considered.

Before offering a vacant accessible unit to a non-disabled applicant, units will be offered as follows:

First, to a current occupant of another unit of the same community, or other public housing communities under HANO’s control, who has a disability that requires the special features of the vacant unit.

Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

When offering an accessible/adaptable unit to a non-disabled applicant, HANO or its Agents will require the applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant. This requirement will be a provision of the lease agreement.

HANO or its Agents will make modifications to the unit in keeping with the Section 504 Transition Plan as the need arises and until the agency determines that, an adequate number of units have been rehabilitated in numbers sufficient to evidence compliance with the Plan. After such point in time, HANO or its Agents may approve the family's plan to make physical modifications at the family's expense and consistent with the terms of the Authority's 504 Plan as it relates to resident modifications.

O. PLAN FOR UNIT OFFERS

HANO’s or its Agents Tenant Selection Plan assure that selection of applicants and assignment in accordance with equal opportunity and non-discrimination on grounds of race, color, sex, religion, or national origin. HANO and its Agent’s tenant selection plan must be posted where applicant receives applications.

Applicants are selected in sequence on the waiting list will be made two offer of a unit of the appropriate size at a site in which the applicant seeks to reside.

If more than one unit of the appropriate type and size is available, the first unit to be offered will be the first unit that is ready for occupancy and/or the one that has been ready the longest.

HANO or its Agents will maintain a record of units offered, including location, date and circumstances of each offer, each acceptance or rejection, including the reason for the rejection.

P. CHANGES PRIOR TO UNIT OFFER
Changes that occur during the period between removal from the waiting list and an offer of a suitable unit may affect the family’s eligibility or Total Resident Payment. The family will be notified in writing of changes in their eligibility or level of benefits and offered their right to an informal hearing, when applicable.

Q. APPLICANT STATUS AFTER UNIT OFFER

If an applicant rejects the second unit offer, without good cause, HANO or its Agents will remove the applicant's name from the waiting list.

Their application will remain on the list in the same order for their second location. Applicants may not choose another list(s) as a replacement for the location of the refusal. Removal from the waiting list means the applicant must reapply.

R. TIME-LIMIT FOR ACCEPTANCE OF UNIT

Applicants must accept a unit offer within 15 calendar days of the date the offer is made. The letter postmark begins the offer period. Offers made over the telephone will be confirmed by letter. If unable to contact an applicant by telephone, HANO or its Agents will send a letter.

Applicants Unable to Take Occupancy

If an applicant is willing to accept the unit offered, but is unable to take occupancy at the time of the offer for "good cause," the applicant will not be removed from the waiting list, keeping their same place on all waiting lists.

Examples of "good cause" reasons for the refusal to take occupancy of a housing unit include, but are not limited to:

- An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing;

- Inaccessibility to source of employment or children's day care, such that an adult household member must quit a job, drops out of an educational institution, or a job-training program;

- Presence of lead paint in the unit offered when the applicant has children under the age specified by current law;

- The family demonstrates that accepting the offer will result in a situation where a family member's life, health or safety will be placed in jeopardy. The family must offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency. The reasons offered must be specific to the family. Refusals due to the location of the unit alone are not considered good cause;

- A qualified, knowledgeable, health professional verifies the temporary hospitalization or recovery from illness of the principal household member, other household members, or a live-in aide necessary to care for the principal household member;

- The unit is inappropriate for the applicant's disabilities;
An applicant demonstrates that acceptance of the offer would cause undue hardship not related to considerations of the applicant's race, color, national origin, etc;

Inaccessibility to medical care and medical resources.

**Applicants with a Change in Family Size or Status**

Changes in family composition, status, or income between the time of the interview and the offer of a unit will be processed. HANO or its Agents shall not lease a unit to a family whose occupancy will overcrowd or underutilize the unit.

The family will take the appropriate place on the waiting list/in the selection, pool according to the date they first applied/date interviewed.

**S. REFUSAL OF OFFER**

If the unit offered is inappropriate for the applicant's disabilities, the family will retain their position on the waiting list.

If the unit offered is refused for other reasons, management will follow the applicable policy as listed in the "Plan for Unit Offers" section and the "Applicant Status after Unit Offer" section.

**T. OPENING AND CLOSING WAITING LIST PROTOCOL**

**Opening and Closing the Waiting Lists**

HANO or its Agents, at their discretion, may open and close the waiting list, but waiting list should not remain open indefinitely without the approval of HANO.

When HANO or its Agents open the waiting list, it will be advertised through public notice in the specific newspapers, minority publications and media entities. Location and program for which applications are being accepted in the local paper of record, "minority" newspapers and other media outlets, other nonprofits, community stakeholders, and corresponding website.

To reach persons with disabilities, HANO or its Agents will provide separate notice to local organizations representing the interests and needs of the disabled.

The notice will contain:

- The dates, times, and the locations where families may apply. The Community that is accepting application for the site-based waiting list. A brief description of the programs requires.

- Timelines by which to return the application and the dates that the list will close.

- A statement that Section 8 participants must submit a separate application if they
want to apply for Public Housing as well as Section 8 Participants and families residing in any Public Housing Community that want to apply for a Signature Community must submit a separate applications.

Limitations, if any, on who may apply.

The notices will be made in an accessible format, if requested. It will provide potential applicants with information that includes the site’s address and telephone number, how to submit an application and information on eligibility requirements.

Upon request from a person with a disability, additional time may 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. HANO or its Agents will view each situation on a case-by-case basis.

The waiting list may be open or close according to need based on local preference category or by bedroom size.

The decision to close the waiting list will be based on the number of applications available for a particular size and type of unit or on, the number of applicants who qualify for a local preference.

**When Application Intake Closes**

During the period when the waiting list is closed, HANO or its Agents will not maintain a list of individuals who wish to be notified when the waiting list is open.

Closing of waiting list is announced in the same manner as opening the waiting list. The closing of the list may be included in the opening announce of this waiting list. The open period shall be long enough to achieve a waiting list adequate to cover projected turnover over the next time limit between 24 and 48 months. When the period for accepting applications is over, HANO or its Agents will not add new applicants to the list.

HANO and its Agents will purge and update the waiting list at least once annually by removing the names of those families who are no longer interested, no longer qualify for housing, or cannot be reached by mail or telephone.

At the time of initial intake, HANO and its Agents will advise families of their responsibility to notify the Management when mailing address or telephone numbers change.

**Reopening the List**

If the waiting list is closed and HANO and its Agents decide to open the waiting list, the opening of the list will be publicly announced.

Any reopening of the list will be done in accordance with the HUD and Tax Credit Requirements.
Multiple Families in Same Household

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

The Occupancy Guidelines are established by HANO to ensure that families of the appropriate size occupy units. This policy maintains the maximum usefulness of the units, while preserving them from excessive wear and tear or underutilization. This Chapter explains the Occupancy Guidelines used to determine minimum and maximum unit sizes for various sized families when they are selected from the waiting list, or when a family’s size changes, or when a family requests an exception to the occupancy guidelines.

A. DETERMINING UNIT SIZE

Neither HANO nor its Agents will determine who shares a bedroom, but there must be at least one person per bedroom. HANO’s Occupancy Guideline standards for determining unit size shall be applied in a manner consistent with Fair Housing guidelines.

For occupancy standards, an adult is a person 18 years or older or an emancipated minor. All guidelines in this section relate to the number of bedrooms in the unit.

Dwelling units will be so assigned that:

- Generally, one bedroom for two people will be assigned within the following guidelines:
  - Adults of different generations, persons of the opposite sex (other than spouses), and unrelated adults will not be required to share a bedroom.
  - Separate bedrooms should be allocated for persons of the opposite sex (other than adults who have a spousal or interdependent relationship and children less than 5 years).
  - Foster children will be included in determining unit size only if they will be in the unit for more than 6 months.
  - Live-in attendants will generally be provided a separate bedroom, but is not mandatory that live-in attendants have a separate bedroom. No additional bedrooms are provided for the attendant’s family.
  - Space may be provided for a child who is away at school but who lives with the family during school recesses.
  - Space will not be provided for a family member who will be absent most of the time, such as a member who is away in the military.
  - Single person families shall be allocated one bedroom.
• The living room will not be used as a bedroom except for purposes of reasonable accommodation or at the request of the family.

GUIDELINES FOR DETERMINING BEDROOM SIZE

<table>
<thead>
<tr>
<th>Bedroom Size</th>
<th>Persons in Household: (Minimum #)</th>
<th>Persons in Household: (Maximum #)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 Bedroom</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>1 Bedroom</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>2 Bedrooms</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>3 Bedrooms</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>4 Bedrooms</td>
<td>4</td>
<td>8</td>
</tr>
<tr>
<td>5 Bedrooms</td>
<td>6</td>
<td>10</td>
</tr>
<tr>
<td>6 Bedrooms</td>
<td>8</td>
<td>12</td>
</tr>
</tbody>
</table>

B. EXCEPTIONS TO OCCUPANCY STANDARDS

Exceptions from the guidelines in cases where it is the family’s request or HANO determines the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances, and there is a vacant unit available may be granted. If an applicant requests to be listed on a smaller or larger bedroom size waiting list, the following guidelines will apply:

Applicants may request to be placed on the waiting list for a unit size smaller than designated by the occupancy guidelines, (as long as the unit is not overcrowded according to local codes). The family must agree not to request a transfer until their family composition changes and they have occupied the unit for 2 years.

For a three-person family that includes two adults and an infant, HANO or its Agents may allow the family to lease a one-bedroom unit in a desired general occupancy project.

However, HANO will not lease a one-bedroom unit to a three-person family that includes two adults and an adolescent or teenager.

In cases such as those above, a family that voluntarily accepts a unit that is smaller than what the family is eligible for will be required to sign a statement stating that unless there is an increase in family size the family agrees that they are not eligible for transfer to a larger unit within the term of the lease.

HANO or its Agents may offer a family a unit that is larger than required by HANO’s occupancy standards, if the waiting list is short of families large enough
to fill the vacancy and/or Management determines that the unit for the project is insufficient for accommodating any additional large families.

In all cases, where the family requests an exception to the general occupancy standards, Management will evaluate the relationship and ages of all family members and the overall size of the unit.

The family may request to be placed on a larger bedroom size waiting list than indicated by HANO’s occupancy guidelines. The request must explain the need or justification for a larger bedroom size, and must be verified by HANO or its Agents before the family is placed on the larger bedroom size list. HANO or its Agents will consider these requests:

**Person with Disability**

Reasonable accommodations are the only area where under-housing or over-housing situations will be employed.

HANO or its Agents will grant an exception upon request as a reasonable accommodation for persons with disabilities, if the need is appropriately verified and meets requirements in the [Service and Fair Housing Reasonable Accommodations Policy](#) section of Chapter 1.

**Other Circumstances**

Circumstances may dictate a larger size than the occupancy standards permit when:

Persons cannot share a bedroom because of a need for medical equipment due to its size and/or function. Requests for a larger bedroom due to medical equipment must be verified by a doctor.

Requests based on health related reasons must be verified by management and qualified professional. HANO or its Agents will not assign a larger bedroom size due to additions of family members other than by birth, adoption, marriage, or court-awarded custody.

An exception will be granted if the family has submitted an "Appointment of Temporary Guardian" to HANO or its Agents.

If this form has been submitted, HANO or its Agents will also require that the family has initiated legal proceedings for guardianship or legal custody.

HANO or its Agents must approve all members of the family residing in the unit.

The family must obtain approval of any additional family member before the person occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform management within 10 days.
To avoid vacancies, HANO or its Agents may provide a family with a larger unit than the occupancy standards permit.

The family must agree to move to a suitable, smaller unit when another family qualifies for the larger unit and there is a suitable smaller unit available.

C. ACCESSIBLE UNITS

The Communities have units designed for persons with mobility, sight and hearing impairments. These units were designed and constructed specifically to meet the needs of persons requiring the use of wheelchairs and persons requiring other modifications.

Preference for occupancy of these units will be given to families with disabled family members who require the modifications or facilities provided in the units.

No non-mobility-impaired families will be offered these units until all eligible mobility-impaired applicants have been considered.

Accessible units will be offered and accepted by non-mobility impaired applicants only with the understanding that such applicants must accept a transfer to a non-accessible unit at a later date if a person with a mobility impairment requiring the unit applies for housing and is determined eligible.

D. FAMILY MOVES

When a change in the circumstances of a resident family such as a change in family composition, reasonable accommodation, and VAWA requirements requires another unit size, the family’s move depends upon the availability of a suitable size and type of unit. If the unit is not available at the time it is requested, the family will be placed on the Transfer List.

The unit considerations in this section should be used as a guide to determine whether and when the bedroom size should be changed. If an unusual situation occurs, which is not currently covered in this policy, the case should be taken to the manager who will make determination after review of the situation, the individual circumstances, and the verification provided.
INTRODUCTION

The accurate calculation of Annual Income and Adjusted Income ensures that families do not pay more or less in rent than obligated under the relevant Federal regulations.

This Chapter defines the allowable deductions from Annual Income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 5, Subpart F and further instructions set forth in HUD Notices, Memoranda and Addenda. However, the Quality Housing and Work Responsibility Act now give PHA's broader flexibility. The PHA's policies in this Chapter address those areas that allow the PHA discretion to define terms and to develop standards in order to assure consistent application of the various factors including those that are consistent to the Tax Credit Requirements that relate to the determination of TTP.

Notwithstanding anything to the contrary in this Chapter 6, HANO or its Agents will follow the Low Income Housing Tax Credit Requirements in calculating Total Tenant Payment (TTP) to the extent such Tax Credit Requirements are more stringent than those described herein.

A. COMPUTATION OF TENANT RENT

The first step in computing rent is to determine each family’s TTP. If the family is occupying a unit that has tenant-paid utilities, the utility allowance must be subtracted from the TTP. The result of this computation, if a positive number, is the tenant rent. If the TTP, less the utility allowance, is a negative number, the result is the utility reimbursement, which is paid to the tenant.

TTP is the highest of:
- 30% of adjusted monthly income; or
- 10% of monthly income;
- But, TTP is never less than the Minimum Rent; and
- TTP is never more than the Flat Rent, if chosen by the family

For public housing units with Low Income Housing Tax Credits (LIHTC), the TTP cannot exceed the maximum allowed rent under Section 42 Requirements, the Extended Use Agreement and Louisiana Housing Finance Agency restrictions.

The TTP does not include charges for excess utility consumption or other charges.

Charges for excess utility consumption or other utility related consumptions do not apply to residents residing in the Signatures Communities.
B. MINIMUM RENT

The minimum rent for HANO is $50.00. The minimum rent refers to a minimum total Tenant payment and not a minimum Tenant rent.

HANO or its Agents recognize that in some instances even the minimum rent may create a financial hardship for families.

HANO and its Agents will review all relevant circumstances brought to its attention regarding financial hardship as it applies to minimum rent. The following section states that procedures and policies are in regard to minimum rent financial hardship as set forth by the QHWRA.

Procedures for Notification to Families of Hardship Exemptions

- All families subject to a minimum rent will be notified of their right to request a minimum rent hardship exemption under the law.

- All families at the annual recertification appointment will be notified of their right to request a minimum rent hardship exemption.

- HANO or its Agents will notify all families at time of lease-up of their right to request a minimum rent hardship exemption.

The interviewer will document in the family’s file that the family has been notified of their right to request a minimum rent hardship exemption.

Notification will advise the family that hardship exemption determinations are subject to grievance procedures.

HANO or its Agents will review all Tenant requests for exemption from the minimum rent due to financial hardships.

All requests for minimum rent exemption are required to be in writing.

HANO or its Agents notification will be provided to residents in writing and verbally during the re-examination process.

Requests for minimum rent exemption must state the family circumstances that qualify the family for an exemption.

Exemptions to Minimum Rent

Minimum rent exemption will be immediately granted to all families who request it, pending verification.

The Minimum Rent will not be suspended until management determines whether the hardship is covered by statute and it whether it is temporary or long term. If it is determined that the minimum rent is not covered by statute, management will impose a minimum rent including payment for minimum rent from the time of suspension.
Standard verification procedures will be used to verify circumstances that have resulted in financial hardship, such as loss of employment, death in the family, etc.

Residents with any form of income do not qualify for exemption with special circumstances.

**HUD Criteria for Hardship Exemption**

In order for a family to qualify for a hardship exemption, the family’s circumstances must fall into one of the following criteria:

- The family has lost eligibility or is awaiting an eligibility determination for Federal, State, or local assistance;
- 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
  - Death in the family
  - Other circumstances as determined by HANO or HUD

**HANO Policy Regarding Hardship Exemption**

For purposes of providing the hardship exemption to minimum rent in a fair and consistent manner, HANO has established policy regarding the above-mentioned HUD criteria.

"Loss of employment" is defined as being laid off or terminated through fault or no fault of the employee. Loss of employment does not, for the purposes of exemption to minimum rent, include voluntarily quitting employment.

"Death in the family." Family, for the purposes of exemption to minimum rent, includes head of house or spouse, any adult on the public housing lease or any family member on the public housing Lease.

**Temporary Hardship**

If management determines that the hardship is temporary (less than 90 days), a minimum rent will be imposed, including back payment from time of suspension, but the family will not be evicted for nonpayment of rent during the 90-day period commencing on the date of the family’s request for exemption.

**Repayment Agreements for Temporary Hardship**
A repayment agreement will be offered to the family for any such rent not paid during the temporary hardship period.

If the family owes HANO or its Agents money for rent arrears incurred during the minimum rent period, the total amount of rent owed will be calculated and divided by 12 to arrive at a reasonable payment increment that will be added to the family’s regular monthly rent payment. The family will be required to pay the increased amount until the arrears are paid in full.

HANO’s policies regarding repayment agreements are further discussed in the chapter entitled "Family Debts to the PHA."

Retroactive Determination (This policy does not apply to the Signature Communities). HANO will reimburse the family for minimum rent charges that took effect after October 21, 1998 that qualified for one of the mandatory exemptions.

If the family is owed a retroactive payment, HANO will offer the family a choice of either a cash refund or a credit towards their rent.

Retroactive Determinations are not applicable to the Agents of the Signature Communities.

C. INCOME AND ALLOWANCES

Income: HUD defines the types of money that are to be used as income for purposes of calculating the TTP in federal regulations. In accordance with this definition, income from all sources of each member of the household is documented. (See Income Inclusions and Income Exclusions in the Glossary of Terms of this policy.)

Annual Income is defined as the gross amount of income anticipated to be received by the family during the 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 that has been excluded by HUD. Annual income is used to determine whether applicants are within the applicable income limits.

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

Allowable Deductions

HUD has five allowable deductions from Annual Income:

1. Dependent allowance: $480 each for family members (other than the head or spouse), who are minors, and for family members who are 18 and older who are full-time students or who are disabled.

2. "Elderly" allowance: $400 per household for families whose head or spouse are 62 or over or disabled.
3. Allowable unreimbursed medical expenses for all family members are deducted for elderly and disabled families.

4. Childcare expenses for children under the age 13 years are deducted when childcare is necessary to allow an adult family member to work, actively seek work, or attend school (including vocational training).

5. Expenses for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.

D. DISALLOWANCE OF EARNED INCOME FROM RENT DETERMINATIONS

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

A family qualified for the earned income exclusion is a family that occupies a dwelling unit in a public housing project, is paying income-based rent; and

1. Whose annual income increases as a result of employment of a family member who was previously unemployed for one or more years prior to employment;

2. 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

3. Whose annual income increases, as a result of new employment or increased earnings of a family member during or within six months after receiving assistance, benefits or services under any State program for TANF provided that the total amount over a six-month period is at least $500. The qualifying TANF assistance may consist of any amount of monthly income maintenance, and/or at least $500 in such TANF benefits and services as one-time payments, wage subsidies, and transportation assistance.

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

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 that is subject to the disallowance is the amount of incremental increase in income of a family member.

The incremental increase in income is calculated by comparing the amount of the family member’s income before the beginning of qualifying employment or increase in earned income to the amount of such income after the beginning of employment or increase in earned income.

**Initial Twelve-Month Exclusion**

During the cumulative 12-month period, beginning on the date a member of a qualified family is first employed or the family member first experiences an increase in employment income, HANO will exclude from annual income the full amount of any increase in income of the family member as a result of employment over the prior income of that family member.

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

During the second cumulative 12-month period after the expiration of the initial cumulative 12-month period referred to above, management must exclude from annual income of a qualified family 50 percent of any increase in income of a family member as a result of employment over income of that family member prior to the beginning of such employment.

**Maximum Four-Two-Year Disallowance**

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

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

No earned income disallowance will be applied after the 48-month period following the initial date the exclusion was applied. The earned income disallowance is limited to a
lifetime 24-month period for each family member. For each family member, the
disallowance only applies for a maximum of 12 months of full exclusion of incremental
increase, and a maximum of 12 months of phase-in exclusion during the 24-month
period starting from the date of the initial exclusion.

If the period of increased income does not last for 12 consecutive months, the
disallowance period may be resumed at any time within the 24-month period. No earned
income disallowance will be applied after the 24-month period following the initial date
the exclusion was applied.

Once a family member is determined to be eligible for the EID, the 24–calendar month
period starts. If the family member discontinues the employment that initially qualified
the family for the EID, the 24–calendar month period continues.

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

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

**Tracking the Earned Income Exclusion**

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

Such documentation will include:

- Date the increase in earned income was reported by the family
- Name of the family member whose earned income increased
- Amount of the increase in earned income (amount to be excluded)
- Date the increase in income is first excluded from annual income and ending date
  of 12 month period of exclusion.
- Date(s) earned income ended and resumed during the initial cumulative 12-month
  period of exclusion (if any).
- Date the family member has received a total of 12 months of the initial exclusion
- Date the 12-month phase-in period will begin
- Date(s) earned income ended and resumed during the second cumulative 12-
  month period (phase-in) of exclusion (if any)
- Date the family member has received a total of 12 months of the phase-in
  exclusion
Ending date of the maximum 24-48-month (two-four year) disallowance period (48-24 months from the date of the initial earned income disallowance)

HANO or its Agents will maintain a tracking system to ensure correct application of the earned income disallowance.

Inapplicability to Admission

The earned income disallowance is only applied to determine the annual income of families residing in public housing, and therefore does not apply for purposes of admission (including the determination of income eligibility or any income targeting that may be applicable).

E. TRAINING PROGRAMS FUNDED BY HUD

All training income from a HUD sponsored or funded training program, whether incremental or not, is excluded from the resident’s annual income while the resident is in training. Income from a resident services training program, which is funded by HUD, is excluded.

F. WAGES FROM EMPLOYMENT WITH THE PHA OR RESIDENT ORGANIZATION

Upon employment with HANO, at Signature Community or an officially recognized Resident Organization, the full amount of employment income received by the person is counted. There is no exclusion of income for wages funded under the 1937 Housing Act Programs, which includes public housing and Section 8.

G. AVERAGING INCOME

When Annual Income cannot be anticipated for a full twelve months, HANO or its Agents will:

Annualize current income and conduct an interim recertification, if income changes.

If there are bonuses or overtime, which the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year will be used.

Income from the previous year may be analyzed to determine the amount to anticipate when third party or check-stub verification is not available.

If by averaging, an estimate can be made for those families whose income fluctuates from month to month; this estimate will be used so that the housing payment will not change from month to month.

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

There is no minimum income requirement. Families who report zero income are required to complete a written certification every 30 days, which will be provided by management.

Families that report zero income will be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc. This income may be counted as income for calculation of the Total Tenant Payment.

Where credit reports show credit accounts open and payments current, HANO or its Agents will take action to investigate the possibility of fraud or program abuse.

I. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, their income will be calculated to determine the Total Tenant Payment by:

Excluding the income and deductions of the member if he/her income goes directly to the facility.

J. REGULAR CONTRIBUTIONS AND GIFTS

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the Total Tenant Payment. Any contribution or gift received every month or more frequently will be considered a "regular" contribution or gift. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (See Chapter on "Verification Procedures," for further definition.) If the family's expenses exceed their known income, management will make inquiry of the family about contributions and gifts.

K. ALIMONY AND CHILD SUPPORT

Regular alimony and child support payments are counted as income for calculation of Total Tenant Payment.

If the amount of child support or alimony received is less than the amount awarded by the court, HANO and its Agents must use the amount awarded by the court unless the family can verify that they are not receiving the full amount.

HANO or its Agents will accept as verification that the family is receiving an amount less than the award if:

- If verification is received from the agency responsible for enforcement or collection;
- 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 or other documentation necessary to verify the child support amount and receipt of payments.

**L. LUMP-SUM RECEIPTS**

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

Lump-sum payments caused by delays in processing periodic payments (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 amount of retroactive resident rent that the family owes as a result of the lump sum receipt:

The Lump Sum will be calculated retroactively if the receipt was not reported for 30 days of recertifications.

**Prospective Calculation Methodology**

If the payment is reported on a timely basis, the calculation will be done prospectively and will result in an interim adjustment calculated as follows:

The entire lump-sum payment will be added to the annual income at the time of the interim.

The percent of the year remaining will be determined until the next annual recertification as of the date of the interim (three months would be 25% of the year).

At the next annual recertification, HANO or its Agents will apply the percentage balance (75% in this example) to the lump sum and add it to the rest of the annual income.

The lump sum will be added in the same way for any interims that occur prior to the next annual recertification.

**Retroactive Calculation Methodology**

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

It will be determined the amount of income for each certification period, including the lump sum, and recalculate the resident rent for each certification period to determine the amount due HANO or the Agents.
The family has the choice of paying this "retroactive" amount to HANO or its Agents in a lump sum.

It is at the discretion of Management to enter into a Repayment Agreement with the family.

The amount owed by the family is a collectible debt even if the family becomes unassisted.

**Attorney Fees Associated with Lump Sum Payments**

The family’s attorney fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

**M. CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS**

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

While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment.

After retirement or termination of employment, count any amount the employee elects to receive as a lump sum.

**N. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE**

Assets disposed of for less than fair market value during the two years preceding certification or recertification must be counted.

Management will count the difference between the market value and the actual payment received in calculating total assets. The difference will be included in calculating total assets for two years.

Assets disposed of as a result of foreclosure or bankruptcy is not considered 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.

**O. CHILD CARE EXPENSES**

Unreimbursed childcare expenses for children under 13 may be deducted from annual income if they enable an adult to work, actively seek work, attend school full time, or attend full-time vocational training.

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

If a resident is eligible for the earned income disallowance, the amount of deduction for childcare expenses necessary to permit employment shall not exceed the amount of employment income that is included in annual income. Therefore, the disregarded or
excluded amounts cannot be used in determining the cap for the childcare expense deduction.

Childcare expenses cannot be allowed as a deduction if there is an adult household member capable of caring for the child who can provide the childcare. Examples of those adult members who would be considered unable to care for the child include:

- The abuser in a documented child abuse situation, or a person with disabilities or elderly or disabled person unable to take care of a small child, as verified by a reliable knowledgeable source.

Childcare expenses must be reasonable. Reasonable is determined by what the average childcare rates are in HANO’s jurisdiction.

Allowability of deductions for childcare expenses is based on the following guidelines:

- **Childcare to work**: The maximum childcare expense allowed must be less than the amount earned by the person enabled to work. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working.

- **Childcare for school**: The number of hours claimed for childcare may not exceed the number of hours the family member is attending school (including one hour/other amount of travel time to and from school).

- **Amount of Expense**: HANO and its Agents will survey the local care providers in the community to determine what is reasonable. HANO or its Agents will use the collected data as a guideline. If the hourly rate materially exceeds the guideline, the allowance may be calculated using the guideline.

**P. MEDICAL EXPENSES**

Medical expense deduction is permitted ONLY for households in which the head, spouse, or sole member is at least age 62, or handicapped or disabled regardless of their age.

- If the household is eligible for a medical expense deduction (i.e., is an “elderly” family), the medical expenses of all family members are counted.

- “Total medical expense” includes medical insurance premiums, and other medical expenses, which are anticipated during the period for which annual income is computed, and that are not covered by insurance or any other source.

- “Medical Expense” also includes medically needed equipment and assistive animals and the upkeep of both. Examples of equipment include hearing aids, walkers, artificial limbs, and eyeglasses.

- Allowable medical expenses are the portion of total medical expenses that is in excess of three percent (3%) of annual income.
• Three percent of annual income must first be deducted from the disability assistance expenses. Any remainder is then deducted from total medical expenses.

• If a family has both medical expenses and disability assistance expenses, a special calculation is required.

Q. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES

Applicability

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

"Mixed" families that were participants on June 19, 1995, and that do not qualify for continued assistance must be offered prorated assistance. (See Chapter titled "Recertifications.") Applicant mixed families is entitled to prorated assistance. Families that become mixed after June 19, 1995, by addition of an ineligible member are entitled to prorated assistance.

Prorated TTP Calculation for Mixed Families

Prorated assistance will be calculated by subtracting the Total Tenant Payment from the applicable Maximum Rent for the unit the family occupies to determine the Family Maximum Subsidy. The family's TTP will be calculated by:

Dividing the Family Maximum Subsidy by the number of persons in the family to determine Member Maximum Subsidy.

Multiplying the Member Maximum Subsidy by the number of eligible family members to determine Eligible Subsidy.

Subtracting the amount of Eligible Subsidy from the applicable Maximum Rent for the unit the family occupies to get the family's Revised Total Tenant Payment.

Prorated Flat Rent for Mixed Families

HANO or its Agents will compare the flat rent for the unit to the applicable Maximum Rent. If the flat rent is greater than the Maximum Rent, the family will pay the flat rent for the unit. If the Maximum Rent is greater than the flat rent, and the family chooses flat rent, the flat rent will be prorated by:

Subtracting the flat rent from the Maximum Rent to determine Family Maximum Subsidy.

Dividing the Family Maximum Subsidy by the number of persons in the family to determine the Member Maximum Subsidy.

Multiplying the Member Maximum Subsidy by the number of eligible family
members to determine Eligible Subsidy.

Subtracting the amount of Eligible Subsidy from the applicable Maximum Rent for the unit the family occupies to get the family’s Revised Flat Rent.

**TTP CALCULATION FOR MIXED FAMILIES**

The following methodology will be used in calculating the prorated TTP for mixed families.

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

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

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

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

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

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

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

**R. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS**

HANO or its Agents will not reduce the public housing rent for families whose welfare assistance is reduced specifically because of fraud, failure to participate in an economic self-sufficiency program or noncompliance with a work activities requirement.

However, HANO or its Agents 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 a family member has complied with welfare agency economic self-sufficiency or work activities requirements but cannot or has not obtained employment; or a situation where a family member has not complied with other welfare agency requirements.

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 resident 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**

HANO or its Agents 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.

The welfare agency, at the request of Management, will provide information:

- 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**

HANO has a written cooperation agreement in place with the local welfare agency that assists HANO in obtaining the necessary information regarding welfare sanctions. HANO’s and its Agents also have a written cooperation in place with the local welfare agency to assists in obtaining information regard welfare sanctions.

**S. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS**

If the cost of utilities (excluding telephone and cable) is not included in the Resident Rent, a utility allowance will be deducted from the total Tenant Payment. The Utility Allowance is intended to help defray the cost of utilities not included in the rent. The allowances are based on the monthly cost of reasonable consumption of utilities in an energy conservative household, not on a family’s actual consumption.

When the Utility Allowance exceeds the family’s Total Tenant Payment, HANO and its Agents will provide a Utility Reimbursement Payment for the family each month. The check will be made out directly to the resident.

**Resident-Paid Utilities in HANO’s Conventional Public Housing Communities**
The following requirements apply to residents living in communities with resident-paid utilities or applicants being admitted to such communities:

When a resident makes application for utility service in his/her own name, he or she must sign a third party notification agreement so that HANO or its Agents will be notified if the resident fails to pay the utility bill.

If a resident or applicant is unable to get utilities connected because of a previous balance owed to the utility company, the resident/applicant will not be permitted to move into a unit with resident paid utilities. This may mean that a current resident cannot transfer to a scattered site or that an applicant cannot be admitted to a PHA/LIHTC unit with resident-paid utilities.

Paying the utility bill is the resident’s obligation under the lease. Failure to pay utilities is grounds for eviction.

T. FAMILY CHOICE IN RENTS

Authority for Family to Select

HANO or its Agents shall provide for each family residing in a public housing or PHA/LIHTC unit an annual choice to elect to pay income-based rent or flat rent. An explanation of how income based rents is determined will be provided to the family. HANO or its Agents may not at any time fail to provide both such rent options for any public housing unit owned, assisted or operated by HANO or under Tax Credit Requirements.

Flat Rents

HANO will establish for each dwelling unit in public housing a flat rent amount which will be based on the market rent charged for comparable units in the private unassisted rental market. Flat rents may vary by unit size, type and development location. HANO will take into consideration location, quality, size, unit type, unit age, and any amenities.

Using the HANO approved utility allowance schedule, resident paid utilities will be deducted from the Flat Rent rate where applicable. In cases where the public housing units receive assistance from Low-Income Housing Tax Credits, the flat rent is equal to the approved tax credit rent applicable to that unit’s income restrictions.

Occasionally, HUD may require HANO to update flat rent schedules in accordance with new guidance. This may require HANO to increase flat rent amounts to meet new standards. All residents will be notified 30 days in advance of any changes to the flat rent schedules.
Annual Update of Flat Rents

HANO shall review the Flat Rent structure annually and adjust the rents as needed. For units that also receive Low-Income Housing Tax Credit assistance, the current approved tax credit rents will be obtained from the ownership entity.

When a Public Housing resident chooses Flat Rent, his/her rent shall be adjusted only at the next regular recertification rather than at the Flat Rent change.

HANO shall review the income of families paying flat rent not less than once every three years. Family composition will be reviewed annually for all families, including those paying flat rent, and in accordance with Tax Credit/Section 42 requirements.

Switching Rent Determination Methods Because of Hardship Circumstances

Families who have elected to pay flat rent are eligible to switch to a lower income-based rent, if the family has experienced a verified financial hardship such as:

- Situations in which the income of the family has decreased because of changed circumstances, loss of or reduction of employment, death in the family, and reduction in or loss of income or other assistance;
- An increase in the family’s expenses because of changed circumstances for medical costs, child care, transportation, education, or similar items; and
- Such other situations as may be determined by HANO or HUD. All hardship situations will be verified.

Once a family switches to income-based rent due to hardship, the family must wait until the next annual recertification to elect whether to pay income-based rent or flat rent.

Annual Recertification

Within 120 days in advance of the annual recertification, the family will be notified by mail or hand delivered notice to report to the community management office for their annual recertification. During the interview process, the family will be asked to choose income-based rent or flat rent. Management will explain each rent choice to the family and their rent amount.

If the PHA assisted family chooses flat rent, the family will be required to complete and return a form that certifies the family composition and authorizes criminal background checks. This form will be retained in the resident file.

If PHA/LIHTC resident chooses flat rent, the family’s income, household composition and criminal background checks must be recertified annually in order for Management to ensure continued qualification of program requirements.

If the family chooses income-based rent, recertification appointments will be scheduled according to ACOP and Section 42 Tax Credit Requirements.
Chapter 7

VERIFICATION PROCEDURES

INTRODUCTION

HUD regulations require that the factors of eligibility and Total Tenant Payment be verified by HANO or its Agents. Applicants and program residents must furnish proof of their statements whenever required by the Housing Authority or its Agents, and the information they provide must be as accurate as possible. Verification procedures are designed to meet HUD's requirements and to maintain program integrity. This Chapter explains HANO’s procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and when there are changes in family members. Moreover, the verification procedures must be consistent with Tax Credit Requirements and/or the Management Plan or the Management Agreements of the Signatures Communities. HANO or its Agents will ensure that proper authorization for release of information is always obtained from the family before making verification inquiries.

A. METHODS OF VERIFICATION AND TIME ALLOWED

The purpose of HUD's EIV System is to make integrated income data available from one source, via the Internet, for PHA's to use to improve income verification during required income recertifications.

Benefits of the System
- Increases the efficiency and accuracy of income and rent determinations
- Reduces incidents of underreported and unreported household income
- Removes the barriers to verifying resident-reported income
- Addresses material weaknesses in a PHA’s recertification process and program operations
- Assures that more eligible families are able to participate in the program
- Provides wage, unemployment, and Social Security Administration (SSA) benefit information through a data matching process for households covered by a HUD Form 50058.
- Allows HANO or its Agents to view quarterly wage, employer information, weekly/bi-weekly unemployment benefit payments, monthly Social Security (SS) and Supplemental Security Income (SSI) benefits, and Medicare deductions and/or buy-ins for residents within the PHA’s jurisdiction.
- Provides income discrepancy reports to identify families who may have substantially underreported household income.
- Provides existing Resident reports
- Helps deter housing fraud.
EIV - Enterprise Income Verification

During interim and annual recertification of family income, HANO and its Agent should begin with the highest verification method or Upfront Income Verification (UIV).

UIV is the verification of income before or during a family recertification, through an independent source that systematically and uniformly maintains income information in a computerized form for a large number of individuals.

EIV (Enterprise Income Verification) is HUD’s UIV data system. Through this system, HANO and its Agent’s can access Resident income information from the Social Security Administration (SSA) and the Department of Health and Human Services (HHS) National Directory of New Hires (HDNH).

INCOME Reports Available through EIV:

- **Income Report Summary** shows income information for the list of households due for recertification in the indicated month and who currently receive or previously received SS/SSI benefits or income.
- **Income Discrepancy Report Summary** shows the list of households with income discrepancy between the Resident-provided SSA benefits information contained on Form HUD-50059 and the SSA benefits amount collected by EIV from SSA.
- **No Income Report** provides a list of the Residents, whose identity was verified by SSA based on the SSN/Last Name/Date of Birth combination, but did not or has never received SS/SSI benefits.
- **New Hires Report** provides a list of households where at least one member has a New Hire record for the selected month or period and members in such households.

VERIFICATION Reports Available through EIV:

- **Existing Resident Search** shows basic information on the households (in PIH and MF) wherein a person may be potentially receiving subsidy.
- **Multiple Subsidy Report** shows a list of Residents who receive assistance on multiple contracts/properties in Multifamily Housing Programs or in both PIH and Multifamily Programs
- **Identity Verification Report** shows statistics on number of households and the number of households that have been verified by SSA, which failed SSA verification and failed EIV pre-screening.
- **Deceased Residents Report** shows the basic information of the households/household members for the households with deceased household members.

Discrepancy Report
1. Review the discrepancies with the income documentation on file. Some reasons for discrepancies:
   - The data in EIV is older than the 3rd party documentation obtained during the certification process.
   - The data in EIV is for the past year and we use projected income.
   - An employer may have entered the wrong SSN when reporting a new hire.
   - The resident may have recently changed or lost their job.

2. Research the discrepancy accordingly and document the reason for the discrepancy in the file. This may mean contacting the resident or an employer.

**Income Report Summary**

Review the report and compare it with the income information the Resident provided you in the interview.

**VERY IMPORTANT:** Never file EIV information or use EIV information for Tax Credit or any other non-HUD files!

**For employed residents:**

- If there are big differences (i.e., different employer or salary information), contact the Resident to discuss.
- If the information matches, or is close to the information the Resident provided (less than $1200 difference), there is no reason to research further.
- Review the information with the Resident. If the Resident agrees that the EIV data is acceptable, the EIV report, along with 8-10 weeks’ worth of paycheck stubs, is sufficient documentation for the file and no 3rd party verification is required.

**For Social Security/SSI Benefits:**

- If the resident agrees with the EIV information, the report and benefit letter is sufficient documentation for 3rd party verification.

**Requirements:**

*HUD requires all sites to have the EIV Coordinator which is HANO and User Access Authorization Forms available for review.*

- Provide all applicants/residents with the brochure, "EIV and You".
- All staff that has access to EIV information MUST fill out the EIV Rules of Behavior form. This only has to be done once and kept on file. This form is valid until HUD issues a revision.
- Any HANO executive, HUD employee, or Auditor must fill out and show the EIV Rules of Behavior form.
- All employees who have access to EIV information must have annual EIV training. This training can be done by Supervisory staff, but must be documented.
Local housing associations and HUD training consultants offer this training as well.

- If your community is owned by HANO, HANO must sign an EIV Access Owner Authorization form. If the community is owned by private management company, the owner must sign EIV Access Owner Authorization form.

- If your community is owned by HANO, but not managed by HANO, HANO as the Owner sign the Managed Community EIV Access Authorization form.

- HUD requires that specific security requirements are followed with both electronic and hard copy EIV data.

**Security Awareness and Privacy Act Requirements Policy**

Security Awareness and Privacy Act Requirements
All Privacy Act related materials and data, e.g. EIV, third-party income, medical and other documents, collected during the certification process must be protected to ensure that it is only used for official purposes and not disclosed in any way that would violate the privacy of the individuals represented in the system data. Privacy of data and data security for computer systems are covered by a variety of Federal laws and regulations, government bulletins, and other guiding documents.

HUD uses the term Upfront Income Verification (UIV) to describe the third party information we collect to perform resident certifications. HANO and its Agents collect this information from Government systems (EIV), prior landlords, employers, physicians, etc. NCR is required to protect the confidentiality of all UIV information collected to determine program eligibility and rental assistance level regardless of its format – paper, email or computer file.

The practices and controls used by HUD and program administrators to secure UIV data that is contained in the EIV system may be grouped into three categorized safeguards:

- Administrative
- Physical
- Technical

**Administrative Safeguards**

Any information obtained to verify eligibility or income must be handled in accordance with the Privacy Act. The disclosure of this information for any other purpose must be prevented.

Ensure that access rights, roles and responsibilities of site staff are appropriately assigned. Unless a member of the office staff is involved in the collection or verification of UIV data, they should not have access to computer files, printouts, mail and Resident files containing UIV data.

This data should be handled in such a manner that it does not become misplaced or available to unauthorized personnel. To avoid inadvertent disclosures, UIV information
should be kept separate from other information and files.

Site staff must assure that each member of the household who is 18 years of age or older has signed the HUD 9886 Verification and Consent forms along with necessary individual verifications at the initial certification and at each recertification. The original HUD 9886 must be kept in the applicant/resident file; a copy of the signed individual verification forms must be kept in the applicant/resident file. By signing these forms, the Resident authorizes HUD, HANO and its Agents to obtain and verify income and compensation information from various sources including current and former employers, State agencies, Social Security Administration (SSA) and Health and Human Services (HHS).

Hard copies of UIV documents must be controlled; returning copies to files after inputting them into the computer system is the best practice. Do not leave UIV hard copies unattended.

All UIV data should be destroyed as prescribed by HANO’s File Retention Policy and Procedure. All UIV originals and any documents created in association with their use should be shredded to prevent the reconstruction of the contents. It is essential that the methods used to dispose of records are thorough. Hand tearing, recycling or burying information in a landfill is an unacceptable method of disposal of UIV data.

In addition to reviewing this Policy and Procedure, HANO and its Agents may also provide online Security Awareness Training. All site staff that use UIV data are required to complete the Security Awareness training annually.

**Physical Safeguards**

At a minimum, the UIV data must be physically secured in a locked office space with limited points of entry and means of entry. A combination of methods may be used, i.e., a locked metal file cabinet within a locked room. Access to the areas where UIV data is maintained should be limited during regular working hours. This limited access may be accomplished by the use of restricted areas, a secured room, or locked office space. The restricted areas should be clearly identified by the use of prominently posted signs. For instance, a “For Authorized Personnel Only” or “Warning: Restricted Area” sign may be posted on the door or in the area.

When working with a resident file or other pieces of UIV data, lock the data up when you leave your desk or leave for the day. You can use a locked drawer, overhead bin or a storage cabinet – any place that can be locked securely.

Designated staff should establish and maintain a key control log to track the inventory of keys available, the numbers of keys issued and to whom the keys are issued. All employees who have been issued keys to secured rooms or locked spaces should complete a form acknowledging the receipt of the key. Combination locks should be changed or reset regularly, including when a staff member’s employment is terminated. Designated staff should establish and maintain the list of users who can access the restricted area.

The list should indicate the type of access that the user may have to the restricted area; it should indicate which users, such as contractors, maintenance and cleaning staff,
must be escorted when entering the restricted area. The restricted area must be cleaned only during regular office hours or in the presence of an employee with authorized access.

**Technical Safeguards**

Computer printouts must be retrieved as soon as they are generated so that UIV data is not left lying unattended in printers where unauthorized users may access them. Fax machines and printers should be placed in an area that is inaccessible to unauthorized users so printouts can be retrieved only by authorized users.

Do not have UIV data displayed on your computer screens when unauthorized users may view it. A computer should never be left unattended with UIV data displayed on the screen. When leaving the computer for any reason, close all open programs.

It is HUD requirement that User Access to EIV must be made by a unique login and password. Staff must refrain from leaving written passwords in the workstation area and avoid creating a personal password that can be easily associated with you.

**VERY IMPORTANT:** Never file EIV information or use EIV information for Tax Credit or any other non-HUD files!

There may be substantial differences between the information provided by the family and EIV-generated information. No adverse action will be taken against a family until HANO or its Agents has verified the EIV information via third party and the family has been granted an opportunity to contest any adverse findings through HANO’s Grievance Procedure processes.

**Definition of Substantial Difference**

Enterprise Income Verification, EIV, information is used differently depending upon whether there is a substantial difference between information provided by the family and the EIV income information received. HANO or its Agents will allow a maximum of $200 per month as the threshold for a substantial difference.

**When No Substantial Difference Exists**

If EIV information does not differ substantially from family information, the EIV documentation may serve as third-party written verification. However, EIV income information should not be utilized to project the family’s future earnings. Resident provided documents (consecutive current check stubs, award letters, etc.) to calculate the family income. Documents provided by the Resident should be evaluated to ensure its authenticity to prevent fraud.

Third party verification is required when staff determines that the documents provided are not authentic, the resident and/or member is not providing adequate information or withholding information, etc. Staff is also required to utilize EIV’s New Hire report to determine if a member has recently obtained employment.
When a Substantial Difference Exists

Third party verification is required when there is a substantial difference between the information provided by the EIV source and the family reported information or the family disputes the information provided by EIV.

B. TYPES OF VERIFICATION

HANO or its Agents verify income information through the five methods acceptable to HUD in the following order:

1. Enterprise Income Verification (EIV) whenever available.
2. Third-Party Written: First choice is a written third party verification to substantiate claims made by an applicant or resident.
3. Third-Party Oral: Telephone verifications may also be used.
   a. Review of Documents: Review documents, when relevant, to substantiate the claim of an applicant or resident.
   b. Family Certification: A family self-certification will be accepted when no other form of verification is available.

If third party verification is not received directly from the source, HANO or its Agents staff will document the file as to why third-party verification was impossible to obtain and another method was used, such as reviewing documents families provide. (See Chapter on Applying for Admission).

For applicants, verifications may not be more than 90 days old at the time of a unit offer. For Residents, they are valid for 30 days from date of receipt.

Third-Party Written Verification

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

Third-Party Oral Verification

Oral third-party verification will be used when written third-party verification is delayed or not possible. When third-party oral verification is used, staff will be required to complete a Certification of Document Viewed or Person Contacted form, noting with whom they spoke, the date of the conversation, and the facts provided. If oral third-party verification is not available, HANO or its Agents will compare the information to any documents provided by the Family.

If provided by telephone, HANO or its Agents must originate the call.

Review of Documents

In the event that third-party written or oral verification is unavailable, or the information has not been verified by the third party within 30 calendar days, HANO or its Agents will
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. In cases where documents are viewed which cannot be photocopied, staff viewing the document(s) will complete a Certification of Document Viewed or Person Contacted form.

HANO or its Agents will accept the following documents from the family if the document is such that tampering would be easily noted:

- Printed wage stubs
- Computer printouts from the employer
- Signed letters (provided that the information is notarized or confirmed by telephone)
- Other documents noted in this Chapter as acceptable verification
- Faxed documents
- Photocopies
- If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, HANO or its Agents will utilize the third party verification.

**Self-Certification**

When information cannot be verified by a third party or by viewing the documents, family members will be required to complete a self-certification form attesting to the accuracy of the information they are provided. This certifies that a family member(s) does/or does not receive a particular type of income or benefit and must be signed by the family member and head of household whose information or status is being verified. All self-certification must be signed in the presents of a HANO representative, its Agents or notary public.

**C. RELEASE OF INFORMATION**

All adults, and head of household and spouse regardless of age, are required to sign HUD form 9886 the Authorization for Release of Information/Privacy Act Notice. In addition, the family will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886.

Each member requested to consent to the release of information will be provided with a copy of the appropriate forms for their review and signature.

Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of tenancy because it is a family obligation under tenancy to supply any information requested by HANO or HUD.

All Signature Communities with PHA/LIHTC units remember that tax credit rules do not
negate or supersede HUD Handbook as it relates to the Authorization for Release of Information/Privacy Act Notice, 9886.

D. ITEMS TO BE VERIFIED

• All income not specifically excluded by the regulations.
• Zero-income status of household.
• Zero-income applicants and residents will be required to complete the required document at each certification/recertification interview will have to be compliant with the Community Service and Self-Sufficiency requirement unless exempted.
• Full-time student status including High School students who are 18 or over.
• Current assets including assets disposed of for less than fair market value in preceding two years.
• Child care expense where it allows an adult family member to be employed, seek employment or to further his/her education.
• Total medical expenses of all family members in households whose head or spouse is elderly or disabled.
• Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus that allow an adult family member to be employed.

Legal Identity

• U.S. citizenship/eligible immigrant status.
• Social Security Numbers for all family members 6 years of age or older or certification that a family member does not have a Social Security Number.
• Preference status, based upon HANO local preferences.
• Marital status when needed for head or spouse definition.
• Disability for determination of preferences, allowances or deductions.

E. VERIFICATION OF INCOME

This section defines the methods HANO or its Agents will use to verify various types of income. Third party verification is required for all members of the applicant’s household since EIV is not applicable to obtain income information for applicants or their family members.

During Annual or Interim recertifications, the resident will be required to complete Continued Occupancy form or Tax Credit Application upon with information provided will be verified via EIV. Third party verification is required when discrepancies are present. See EIV section above.
Employment Income
Verification forms request the employer to specify dates of employment; amount and frequency of pay; date of the last pay increase; likelihood of change of employment status and effective date of any known salary increase during the next 12 months; year to date earnings; and estimated income from overtime, tips, and bonus pay expected during next 12 months.

Acceptable methods of verification include:
1. Employment verification form completed by the employer.
2. Check stubs (6) or earning statements that 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-certification signed by the family may be used for verifying self-employment income, or income from tips and other gratuities.

Applicants and residents may be requested to sign an authorization for release of information from the Internal Revenue Service for further verification of income.

Where doubt regarding income exists, a referral to IRS for confirmation will be made on a case-by-case basis.

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

Acceptable methods of verification include:
1. Benefit verification form completed by agency providing the benefits.
2. Computer report electronically obtained or in hard copy.
3. Award or benefit notification letters prepared and signed by the providing agency.
4. Bank statements for direct deposits

Unemployment Compensation

Acceptable methods of verification include:
1. Computer report electronically obtained or in hard copy, stating payment dates and amounts
2. Verification form completed by the unemployment compensation agency.
3. Payment Stubs

Welfare Payments or General Assistance

Acceptable methods of verification include:
1. Verification form completed by payment provider.
2. Written statement from payment provider indicating the amount of grant/payment, start date of payments, and anticipated changes in payment in the next 12 months.


4. Computer-generated list of recipients from Welfare Department.

**Alimony or Child Support Payments**

Acceptable methods of verification include:

1. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.

2. Copy of latest check and/or payment stubs from Court Trustee. HANO or its Agents must record the date, amount, and number of the check.

3. 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.

4. 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 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, HANO or its Agents will view IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months.

Acceptable methods of verification include:

i. IRS Form 1040, including:

   ii. Schedule C (Small Business)

   iii. Schedule E (Rental Community Income)

   iv. Schedule F (Farm Income)
2. 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.

3. Audited or un-audited financial statement(s) of the business.

4. Credit report or loan application.

5. Documents such as manifests, appointment books, cashbooks, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The family will be advised to maintain these documents in the future if they are not available.

6. Family's self-certification/notarized statement as to net income realized from the business during previous years.

**Child Care Business**

If an applicant/resident is operating a licensed day care business with approval from HANO or its Agents, income will be verified as with any other business.

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

If childcare services were terminated, third-party verification will be sent to the parent whose child was cared for.

HANO or its Agents will conduct interim reevaluations every 90 days and require the resident to provide a log with the information about customers and income.

**Recurring Gifts**

The family must furnish a notarized statement that 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 complete the Zero Income Worksheet, provided in the HUD’s Continued Occupancy Guidebook.

HANO or its Agents will ensure that the residents understand their obligations to comply with the Community Service and Self-sufficiency requirement and the timeline allotted to become compliant with the policy.
**Full-Time Student Status**

Only the first $480 of the earned income of full-time students 18 years of age or older, other than head or spouse, will be counted towards family income.

- Financial aid, scholarships and grants received by full-time students in excess of tuition is **now counted** on the HUD Form 50058 as income. (Students who are over the age of 23 with dependent children are exempt from counting Financial Aid as income.)

Verification of full-time student status includes:

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

**Verification of Income Exclusions**

HANO or its Agents will attempt third-party verification of income exclusions wherever possible.

When third-party verification of income exclusions are not possible or practical, a review of documents or notarized/ self-certification will be obtained.

Exclusions from income **that must be verified and reported on the 50058** include the following:

- Expenditures for business expansion.
- Amortization of capital indebtedness as deductions in determining net income of a business.
- Withdrawals of cash or assets from a professional or business operation if the withdrawal is a reimbursement for cash or assets invested in the operation by the family.
- Allowance for business asset depreciation, based on straight-line depreciation, as provided in the Internal Revenue Service (IRS) regulations.
- Income from employment of children or foster children under 18 years old.
- Earnings in excess of $480 for each full-time student 18 years old or older (excluding head or household and spouse).
- Earned income disallowance.
- Amounts earned by temporary Census employees; terms of employment may not exceed 180 days for the purposes of the exclusion.
- Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per month) received by the resident for performing a service for HANO, on a part-time basis, that enhances the quality of life in the communities.
- Stipends to reimburse residents for expenses for serving as members of HANO’s governing board or commission.
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
- The full amount of military pay of any family member other than the head and spouse. If other family members are away from home in the military, HANO or its Agents may remove their name from the lease and exclude their income.
• Other military pay specifically excluded by law (e.g. Desert Storm active duty).
• Income of a live-in aide.
• Earnings and benefits from employment training programs funded by HUD.
• Reimbursement for out-of-pocket expenses while attending a public assisted training program.
• Incremental earnings and benefits from participation in qualifying state and local employment programs.
• Payments to volunteers under the Domestic Volunteer Services Act.
• Payments received under programs funded in whole or in part under the Workforce Investment Act (WIA) (formerly known as the Job Training Partnership Act (JTPA)).
• Earnings and benefits to any family member from an employment training and supportive services program during the exclusion period.
• The exclusion is applicable only if the family was admitted to the qualifying program prior to October 1, 1999.
• Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.
• Food stamps.
• Annual Imputed Welfare Income if the family was not an assisted resident at the time of sanction.
• Non-recurrent, short-term benefits under TANF assistance that:
  i. Are designed to deal with a specific crisis situation or episode of need;
  ii. Are not intended to meet recurrent or ongoing needs; and
  iii. Will not extend beyond four months.

• Purposes of SSI eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
• Deferred periodic amounts from Social Security benefits that the family member received in a lump sum amount or in prospective monthly amounts.
• Childcare arranged or provided under the Child Care and Development Block Grant Act.
• Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
• Payments received under the Alaska Native Claims Settlement Act.
• Income derived from certain sub-marginal land or the United States that is held in trust for certain Indian tribes.
• Income derived from the disposition of funds of the Grand River Band of Ottawa Indians.
• The first $2000 of per capita shares from judgment funds awarded by Indian Claims.
• Payments received under the Maine Indian Claims Settlement Act of 1980.
• Payments received by Indian Claims Commission to the Confederate Tribes and Bands of the Yakima Indian Nation, The Apache Tribe of the Mescalero Reservation.
• The first $2000 of income received by individual Indians derived from interests or trust or restricted land.
• Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the resident family, who are unable to live alone).
• Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker’s
compensation), capital gains and settlement for personal or community losses.

- Full amount of student financial assistance and paid directly to the student or to the educational institution.
- Temporary, nonrecurring or sporadic income (including gifts).
- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
- Adoption assistance payments in excess of $480 per adopted child.
- Refunds or rebates under state or local law for community taxes paid on dwelling unit.
- Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply.
- Payments or allowances under DHHS’ low-income home energy assistance program (LIHEAP).
- Federal scholarships funded under Title IV of The Higher Education Act of 1965, including awards under the Federal work study program or under the Bureau of Indian Affairs student assistance program.
- Payments received from programs funded under Title V of the Older Americans Act of 1965.
- Payments received on or after January 1, 1989 from the Agents Orange Settlement Fund or any fund established pursuant to the settlement in the In Re Agents Orange product liability litigation.
- Earned Income Tax Credit refund tax payments.
- Any allowance paid under provisions of 38 U.S.C. 1805 to a child suffering from spinal bifida who is a child of a Vietnam Veteran.
- Any amount of crime victim compensation that the applicant (under the Victims Crime Act) receives through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims Crime Act because of the commission of a crime against the applicant.

F. INCOME FROM ASSETS

Acceptable methods of verification include:

**Savings Account Interest Income and Dividends**

Will be verified by:

1. Account statements, passbooks, certificates of deposit, or HANO or its Agents 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, if HANO or its Agents must adjust the information to project earnings expected for the next 12 months.
Interest Income from Mortgages or Similar Arrangements

1. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 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 12 months following the effective date of the certification or recertification.

Net Rental Income from property owned by Family

1. IRS Form 1040 with Schedule E (Rental Income).
2. Copies of latest rent receipts, leases, or other documentation of rent amounts.
3. Documentation of allowable operating expenses of the community: tax statements, insurance invoices, and 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 notarized statement as to net income realized.

G. VERIFICATION OF ASSETS

Family Assets

HANO or its Agents will require the necessary information to determine the current cash value, (the net amount the family would receive if the asset were converted to cash).

Verification forms, letters, or documents from a financial institution or broker.

Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.

Quotes from a stockbroker or realty Agents as to net amount family would receive if they liquidated securities or real estate.

Real estate tax statements if the approximate current market value can be deduced from assessment.

Financial statements for business assets.

Copies of closing documents showing the selling price and the distribution of the sales proceeds.

Appraisals of personal community held as an investment.
Family's Notarized Statement describing assets or cash held at the family's home or in safe deposit boxes.

**Assets Disposed of for Less than Fair Market Value (FMV)** during two years preceding effective date of certification or recertification.

For all Certifications and Recertifications, HANO or its Agents 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 or certification is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the family received, and (d) the market value of the assets at the time of disposition. Third-party verification will be obtained wherever possible.

**H. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME**

**Child Care Expenses**

Written verification from the person who receives the payments is required. If the childcare provider is an individual, he/she 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 and schedule 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 and Disability Assistance Expenses**

Families who claim medical expenses or expenses to assist a person(s) with disabilities 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 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 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 has written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.

Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 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 12 months.

Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. HANO or its Agents 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.

HANO or its Agents will use mileage at the IRS's rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

**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 or disabled person to be employed will be required.

Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

Attendant Care:

Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.

Certification of family and attendant and/or copies of canceled checks family used to make payments.
Auxiliary Apparatus:

Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.

In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

I. VERIFYING NON-FINANCIAL FACTORS

Verification of Legal Identity

In order to prevent program abuse, HANO or its Agents 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.

Certificate of Birth, naturalization papers
Church issued baptismal certificate
Current, valid Driver's license
Department of Motor Vehicles Identification Card
U.S. military discharge (DD 214)
U.S. passport

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

Certificate of Birth
School records
Adoption papers
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.
Split Households: Domestic Violence

Verification of domestic violence when assessing applicant split households includes:

Shelter for battered persons, Police reports, District Attorney's office, victim Self-Certification form (HUD FORM 5382 or its successors).

Verification of Permanent Absence of Adult Member

If an adult member who was formerly a member of the household is reported permanently absent by the family, HANO or its Agents will consider any of the following as verification:

- Husband or wife institutes divorce action.
- 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 that the adult family member is no longer living at that location.
- If no other proof can be provided, HANO or its Agents will accept a Notarized Statement from the family or a Family self-certification.
- If the adult family member is incarcerated, a document from the Court or prison should be obtained stating how long they will be incarcerated.

Verification of Change in Family Composition

HANO or its Agents may verify changes in family composition (either reported or unreported) through letters, utility records, inspections, landlords, 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 42 U.S.C. Section 423(d) (1) (A) of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(8) or verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehabilitation specialist, or licensed social worker, using the HUD language as the verification format.

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). Family members 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 hearing is pending.

**Citizens or Nationals of the United States** is required to sign a declaration under penalty of perjury.

**Eligible Immigrants who are 62 or over** are required to sign a declaration of eligible immigration status and provide proof of age.

**Noncitizens 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. HANO or its Agents verify the status through the INS SAVE system. If this primary verification fails to verify status, HANO or its Agents must request within ten days that the INS conduct a manual search.

Family members who do not claim to be citizens or eligible immigrants must be listed on a statement of non-contending members signed by the head of household or spouse.

**Noncitizens 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 non-contending members.

**Failure to Provide**. If an applicant or resident 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.

**Extensions of Time to Provide Documents**. HANO or its Agents will grant an extension of 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.

- Resident Alien Card (I-551)
- Alien Registration Receipt Card (I-151)
- Arrival-Departure Record (I-94)
- Temporary Resident Card (I-688)
- Employment Authorization Card (I-688B)
- Receipt issued by 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 five years.

HANO or its Agents 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.

**Verification of Social Security Numbers**

Social security numbers must be provided as a condition of eligibility for all family members six and over if they have been issued a number. 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/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 valid 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)
- Benefit award letters from government agencies
- Retirement benefit letter
- Verification of benefits or SSN from Social Security Administration

New family members ages six and older will be required to produce their Social Security Card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and accurate. This information is to be provided at the time the change in family composition is reported to HANO or its Agents.

If an applicant or Resident is able to disclose the Social Security Number but cannot meet the documentation requirements, the applicant or Resident must sign a certification to that effect provided by HANO or its Agents. The applicant/Resident or family member will have an additional 60 days to provide proof of the Social Security Number. If they fail to provide this documentation, the family’s tenancy will be terminated.

In the case of an individual at least 62 years of age, HANO or its Agents may grant an extension for an additional 60 days up to a total of 120 days. If, at the end of this time, the elderly individual has not provided documentation, the family’s tenancy will be terminated.

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

**Medical Need for Larger Unit**
A written certification that a larger unit is necessary must be obtained from a licensed physician or other health professional.

J. VERIFICATION OF SUITABILITY FOR ADMISSION

Sources to be used to determine suitability include but are not limited to:

- Criminal History Reports for all adult member in the household.
- Criminal history reports will be useable as a valid verification for no longer than six (6) months from date of receipt.
- Prior landlord references for previous 6 months
- Physicians, social workers, and other health professionals
- HANO, Other PHA’s or Private Landlord (to whom the family may owe debt)
- Credit checks
- (See chapter on Eligibility).

**Housekeeping**

HANO or its Agents will obtain references from prior landlords for the previous 12 months to determine acceptable housekeeping standards. Upon acceptance of a unit, Applicants will be required to attend pre-occupancy classes as a condition of admission.
Chapter 8
TRANSFER POLICY

INTRODUCTION

The transferring of families is a very costly procedure, both to HANO, its Agents and to the families. However, it is the policy of HANO to permit a resident to transfer within or between housing communities, when it is necessary to comply with occupancy standards, or when it will help accomplish the Affirmative Housing goals of HANO. The transfer policy will be carried out in a manner that does not violate fair housing.

Families residing in Signature Communities will also be permitted to transfer within the community in which they reside. Families that want to transfer from a Signature Community, must apply as applicant and be placed on that Community’s waiting list.

Families wanting to transfer to a Signature Community may only do by completing an application when the waiting list is open at the specific Signature Community.

For purposes of this transfer policy for the PHA units the "losing community" refers to the unit from which the family is moving and the "gaining community" refers to the unit to which the family is transferring. This is not applicable to PHA/LIHTC units in a Signature Community.

A. GENERAL STATEMENT

It is the policy of the Housing Authority of New Orleans to require or permit resident transfers, within and/or between its public housing communities for the following reasons:

- Emergency,
- Mandatory,
- Reasonable Accommodations,
- Over housed or Underhoused,
- Non-threatening Medical (verified by physician), and
- Resident convenience
- Exceptional Circumstances

B. ELIGIBILITY FOR TRANSFER (24 Month Residency Period will be Evaluated).

Except in emergencies, transfers will be avoided when the family is:
Delinquent in its rent; more than 4 delinquents payments in the last two (2) years or one (1) repayment agreement executed for unpaid rent and/or

Not in good standing with HANO or its Agents due to Lease violations, more than four (4) total violations of any section of the resident obligations section of the lease and/or failure to report income in a timely matter which resulted in retro- rent charge and/or in the last two (2) years

Criminal or any activity which result in an arrest or conviction within the last two years and/or

Poor Housing-keeping: more than two (2) unsatisfactory violations cited in any area will be evaluated for housing keeping in the last two (2) years

C. PRIORITY OF TRANSFERS

Transfers are prioritized in the following manner:

1. Emergency – takes priority over all other transfer requests.
2. Mandatory
3. Reasonable Accommodations
4. Over housed or Under housed
5. Non-threatening Medical (verified by physician), and
6. Resident convenience
7. Over-Income, income exceeding 140% of AMI if appropriate size unit is available to transfer the resident.

D. EMERGENCY TRANSFER

Emergency transfers are transfers which are implemented when unit or building conditions pose an immediate threat to resident’s life, health, or safety as determined by HANO, its Agents or a governing body with jurisdiction over such matters, or a federal, state or local court.

Examples include:

- Medical problems of a life threatening nature:
- The resident’s unit has been damaged by fire, flood or other causes to such a degree that the unit is not habitable, provided that, although the damage was a result of carelessness or negligence of the resident or a member of the resident’s household, the resident has, in writing, accepted the responsibility for such damage and has agreed to make restitution to
HANO or its Agents for the expense of repairing such damage up to a ceiling cost of $5000.

- To abate dangerous and/or substandard living conditions,
- To abate emergency life-threatening living conditions caused by third-party criminal activity.
- **Emergency transfers under the VAWA policy (See Chapter 13)**

The following procedures will govern emergency transfers:

1. HANO or its Agents is not required to give minimum notice of an emergency transfer but will make every effort to provide as much notice as permitted under the circumstances.

2. HANO or its Agents cannot guarantee a desired location for emergency transfers but an attempt will be made to meet the resident's location preference when possible.

3. Refusal to comply with an emergency transfer may be grounds for lease termination.

4. Upon request by the resident, emergency transfers may be used to alleviate verified medical problems of a life threatening nature or when household members need protection from attack by a criminal element in a particular community or neighborhood based on a threat assessment by a law enforcement agency (example: witness protection program, domestic violence). Supporting documentation for a special circumstance transfer includes, but is not limited to a statement from a prosecutor, victim service provider, or a social worker.

**E. MANDATORY TRANSFER**

Mandatory transfers are transfers required by HANO or its Agents or purposes such as closing a building; implementing redevelopment or building rehabilitation activities; achieving vacancy consolidation; and, adjusting for over-housed living conditions.

If there is a reasonable fear of direct violence against the resident, HANO or its Agents may permit a transfer. These transferred are handled on a case-by-case basis. Such transfer requests may include a fear of retaliation for witnessing an incident, or providing testimony or evidence in an eviction or criminal proceeding, or fear of being the victim of a hate crime.

1. To the extent possible and subject to any rights of return, HANO or its Agents will make every effort to allow residents in good standing to select the communities to which to transfer when implementing mandatory transfers for redevelopment or rehabilitation of units.

2. The conditions for good standing are:

   - no repayment agreement or unpaid balance at any time in the past year; good
credit history with utility companies (when applicable); no criminal activity or history of disturbances that resulted in Lease violations or violations as defined in HANO’s One Strike Policy as indicated by notices of lease violation in the resident’s file; and a good housekeeping record, as indicated by housekeeping inspection reports in the resident’s file.

3. HANO or its Agents will provide written notice, a minimum of 30 days, in advance of the transfer date for mandatory transfers. For transfers subject to the Uniform Relocation Act (URA), HANO or its Agents will provide notice in accordance with URA standards.

4. Over-Income, income exceeding 140% of AMI, Internal Revenue Code Section 42(g) (2) (D) (ii) states that if the income of the occupants of a low income unit increases above 140% of the income limitation applicable, the unit shall cease to be treated as a low income unit if ANY UNIT in the building (of comparable size or smaller than such unit) is occupied by a new resident whose income exceeds such income limitation. In this case, when applicable, the resident will be asked to transfer.

5. Refusal of a mandatory transfer can be grounds for lease termination.

F. REASONABLE ACCOMMODATIONS

These transfers are made when a resident needs to move to a different unit as an accommodation to a resident’s documented disability. This kind of transfer may be requested for a variety of reasons, including but not limited to: the resident needs to be moved to a ground floor unit because his disability prevents him from climbing stairs; the resident needs a unit with certain physical features and they cannot be provided in his current unit without undue financial and administrative burden to HANO or its Agents.

G. OVERHOUSED OR UNDERHOUSED

The following is classified as an over or under housed transfer, but is not limited to such reason:

To accommodate families who are determined to be over or under housed by virtue of their family size.

H. NON-THREATENING MEDICAL (verified by physician)

When the transfer request is due to medical reasons, however, they are not determined life threatening.

I. RESIDENT CONVENIENCE TRANSFER

Resident requested transfers are transfers for the convenience of the residents and transfer fee in the amount of $250 will apply. Resident requested transfers would be initiated for residents who desire to live in another HANO community or another type of community for which they qualify, or a resident wishes to move to address situations such as neighbor disputes, which are not criminal but interfere
with the peaceful enjoyment of the unit or common areas.

J. MOVING COSTS

The resident will pay all moving costs related to the transfer; in addition to a transfer fee, except when the transfer is due to un-inhabitability and reasonable accommodations, through no fault of the resident, or when the transfer is due to the need of HANO.

K. SECURITY DEPOSITS

The security deposit will be transferred to the unit in which the family is transferring.

L. PROCESSING TRANSFERS

Transfers will be processed as follows:

The resident's records will show a continuous residence in public housing in one community or the other, but not in both projects at the same time. Both losing and gaining communities involved must have a definite agreement as to when the losing community will move the resident out and the gaining community will move the resident in.

For both intra/inter community transfers, HANO and its Agents will give the resident at least a 30-day notice of when the new unit is projected to be ready for occupancy. The resident will be kept updated on any changes to the projected date of occupancy. Upon receipt to the keys of the new unit, the resident must vacate the unit and surrender the key to the losing community for the unit within 72 hours.

All residents must pay all outstanding debts before being transferred in the computer system, including all damages to unit due to neglect or abuse.

A transfer between communities will not be considered a move-out.

PHA/LIHTC transfer are considered a move-out, unless the resident is transferring within the same building or a building having the same Building Identification Number, BIN, it is considered a transfer. PHA/LIHTC transfers are prohibited between the conventional Public Housing units. Only Intra PHA/LIHTC unit transfers are permissible.

Losing Communities: only applicable to conventional PHA units.

Transfers to other communities will be processed in the same manner as move-outs. The name of the transferred resident and the name of the community he/she transferred to, with other required information would be reported as a transfer move-out.
Gaining Communities; only applicable to conventional PHA units.

Transfers from other communities will be processed in the same manner as move-ins, including a new lease. The name of the transferred resident and the name of the community he/she transferred from, with other required information, will be reported as a transfer move-in.

**M. TRANSFER REQUEST PROCEDURE**

Residents applying for a transfer will have to complete a transfer request form stating the reason a transfer is being requested.

The Site will evaluate the request to determine if a transfer is justified.

Residents applying for a transfer will be interviewed by the Site Manager to determine the reason for the request and to determine whether a transfer is justified.

If the interview reveals that there is a problem at the family's present site, the manager will address the problem and until solved to the manager's satisfaction, the request for transfer will be denied.

The Site Manager's and HANO's Director of Asset Management’s endorsement must be provided and the original of the written Request for Transfer form will be transmitted to the gaining community for consideration and is maintained at the Leasing Office until the family is offered and accepts a unit. A copy will be sent to the family for their records.

The approved request for transfer form will be kept in a file arranged in chronological order and on the computer by bedroom size. If the request is approved, the family will be sent a copy of the approved transfer form.

If the request is denied, the family will be sent a copy of the transfer form stating the reason for denial.

If the transfer is a Resident Convenience transfer, and the resident refuses a unit offered, the resident will not be permitted to request a subsequent transfer for a period of one year from the date of refusal of the unit offered.

Residents who wish to dispute for good causes are permitted to use the approved grievance procedures. Examples of good cause are listed in Chapter 4, Resident Selection and Assignment Plan, but are not only limited to those listed.

NOTE: A transfer will require good coordination and communication between the gaining and losing communities' manager and resident.
Chapter 9

LEASING

INTRODUCTION

It is HANO’s policy that all units must be occupied pursuant to a dwelling Lease Agreement that complies with HUD’s regulations. This Chapter describes pre-leasing activities and HANO’s policies pertaining to Lease execution, security deposits, other charges, and additions to the Lease.

A. LEASE ORIENTATION

Upon execution of the Lease, a HANO representative or its Agents will provide a lease orientation to the family head and spouse. The orientation may be conducted with more than one family.

The family must attend an orientation before taking occupancy of the unit and within 30-calendar days after execution of the Lease.

Orientation Agenda

When families attend the lease orientation, they will be provided with:


- Names and telephone numbers of the following:
  * Site Staff
  * Resident Council members
  * HANO, LHFA if applicable
  * Local Utilities Companies
  * Schools, Shopping and Transportation in the area

Topics to be discussed will include, but are not limited to:

- Fair Housing Act
B. LEASE REQUIREMENTS

The initial term of the Lease will be for 12 months. The Lease will renew automatically for 12-month terms except for noncompliance with the community service requirement or for reasons that include restrictions stated in the Regulatory and Operating Agreement and Tax Credit Requirements.

Because the Lease automatically renews for terms of 12 months, an annual signing of the Actual Lease process is not required.

C. EXECUTION OF LEASE

The Lease shall be executed by the head of household, spouse, and by an authorized representative of the Housing Authority, prior to admission.

The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

An appointment will be scheduled for the parties to execute the Lease. One executed copy of the Lease will be given to the resident, and HANO or its Agents will retain one in the resident’s file. The Lease is incorporated into this policy by reference. The Lease document will reflect current HANO policies as well as applicable Federal, State, local law Section 42 and LHFA.

The following provisions govern Lease execution and amendments:

A Lease is executed at the time of admission for all new residents.

A new Lease is executed at the time of the transfer of a resident from one housing community unit to another (with no change in recertification date).

If, for any reason, the head of household ceases to be a member of the household, HANO or its Agents will consider executing a Lease with the remaining family member(s). Refer to Chapter 11 for additional information on remaining family members.

Lease signers must be persons legally eligible to execute contracts.
The names and date of birth of all household members are listed on the Lease at initial occupancy and on the Application for Continued Occupancy each subsequent year. Only those persons listed on the most recent certification shall be permitted to occupy a dwelling unit.

Whenever there is a change in the family composition, a new Lease will be executed.

Changes to resident rents are made upon the preparation and execution of a "Notice of Rent Adjustment" by HANO or its Agents, which becomes an attachment to the Lease. Documentation will be included in the resident file to support proper notice. Households that include a Live-In Attendant will contain file documentation that the Live-In Attendant is not a party to the Lease and is not entitled to housing assistance, with the exception of occupancy while serving as the attendant for the participant family member. Only one additional bedroom may be assigned to a Live-In Attendant to accommodate the Live-In Attendant only.

HANO may modify its form of Lease from time to time, giving residents an opportunity to comment on proposed changes and advance notice of the implementation of any changes. A resident's refusal to accept permissible and reasonable Lease modifications, or those modifications required by HUD, is grounds for termination of tenancy.

D. ADDITIONS TO THE LEASE

HANO or its Agents must approve requests for the addition of a new member of the household, prior to the actual move-in by the proposed new member(s), except for births, adoptions, and court-awarded child custody.

Following receipt of a family's request for approval, Management will conduct a pre-admission screening, including the Criminal History Report, of the proposed new member. Only new members approved by HANO or its Agents will be added to the household.

Factors determining household additions:

1. Household additions subject to screening:
   
   Resident plans to marry, resident desires to add a new family member to the Lease, employ a live-in aide, or take in a foster child (ren). (Adult family members may be considered when a sole head of household is the caregiver for an elderly or disabled person).

2. Factors determining household additions that may be subject to screening, depending on HANO or its Agents discretion:

   HANO or its Agents will request that the public housing resident provide HANO or its Agents with a signed consent form from the parent(s) or legal guardian allowing HANO or its Agents to check the records of the child.
Sources to be checked may include school records (attendance/behavior) and/or police records.

3. In such cases where the addition of a new member other than by birth, adoption, court-awarded custody, or an approved live-in attendant will affect the bedroom size required by the family, according to HANO’s occupancy standards, HANO or its Agents will not approve the addition unless they have granted exceptions from the occupancy standards (see Chapter 11, Section I – Changes in Unit Size).

4. Residents who fail to notify HANO or its Agents of additions to the household, or who permit persons to join the household without undergoing screening, are in violation of the Lease. Such persons are considered unauthorized occupants, and the entire household will be subject to eviction.

5. Family members age 18 and over who move from the dwelling unit to establish new households shall be removed from the Lease. The resident must notify HANO or its Agents of the move-out within 10 calendar days of its occurrence.

- These individuals may not be readmitted to the unit, if they fail the screening criteria and over-crowd the unit.

- HANO or its Agents in making determinations under this paragraph will consider medical hardship or other extenuating circumstances.

6. The resident may not allow visitors to stay overnight for more than 14 consecutive days without HANO or its Agents approval.

- If the resident is currently in the process of adding a visitor to their household, and the process will take HANO or its Agents longer than 14 days at no fault of the resident, the visitor may remain in the household until the decision to admit them has been made. Approval must be granted by HANO or its Agents in writing for this extension.

- Visitors who remain beyond the authorized period shall be considered trespassers, and their presence constitutes a breach of the Lease.

- If an individual other than a leaseholder is representing to an outside agency that they are residing in the lessee’s unit, the person will be considered an unauthorized member of the household.

7. Roomers and lodgers are not permitted to occupy a dwelling unit, nor are they permitted to move in with any family occupying a dwelling unit.

Residents are not permitted to allow a former resident of HANO or a Signature Community who has been evicted to occupy the unit for any period of time.

Residents must advise HANO or its Agents when they will be absent from the unit for more than 7 days and provide a means for HANO or its Agents to contact the resident in the event of an emergency.

Failure to advise HANO or its Agents of extended absences is grounds for
termination of the Lease.

E. LEASING UNITS WITH ACCESSIBLE OR ADAPTABLE FEATURES

Before offering a vacant accessible unit to a non-disabled applicant, HANO or its Agents will offer such units:

First, to a current occupant of another unit of the same community, or other public housing communities under HANO’s control, excluding the Signature Communities, who has a disability that requires the special features of the vacant unit.

Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

HANO and its Agents will require a non-disabled applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant. This requirement will be a provision of the lease agreement.

F. UTILITY SERVICES

Residents responsible for direct payment of utilities must abide by all regulations of the specific utility company, including regulations pertaining to advance payments of deposits.

Failure to maintain utility services during tenancy is a Lease violation and grounds for eviction.

Transferring of utilities in residents name must be done within 48 hours of signing the lease.

G. SECURITY DEPOSITS

Security Deposit

New residents must pay a security deposit to HANO or its Agents upon lease signing and prior to occupying unit.

The amount of the security deposit required is $200.00. The security deposit may be paid in installments of no more than four monthly payments, of no less than $50.00 for each payment. Installments are due and payable with rent, no later than the 5th of the month.

HANO or its Agents will hold the security deposit for the period of time the resident occupies the unit.

HANO or its Agents will refund to the resident the amount of the security deposit, less any amount needed to pay the cost of:

Unpaid Rent;
Damages listed on the Move-Out Inspection Report that exceeds normal wear and tear;
Other charges under the Lease.

HANO or its Agents will refund the Security Deposit less any amounts owed, within 30 calendar days after move out and resident’s notification of new address.

HANO or its Agents will provide the resident or the person designated by the former resident in the event of the former resident’s incapacitation or death with a written list of any charges against the security deposit. If the resident disagrees with the amount charged to the security deposit, a meeting will be set-up to discuss the charges.

The resident must leave the dwelling unit in a clean and undamaged (beyond normal wear and tear) condition and must furnish a forwarding address to HANO or its Agents. All keys to the unit must be returned to the Management office upon vacating the unit.

HANO or its Agents will not use the security deposit for payment of rent or other charges while the resident is living in the unit.

If the resident transfers to another unit, HANO will transfer the security deposit to the new unit. The resident will be billed for any maintenance or other charges.

**Pet Deposit**

See chapter on Pet policy.

**H. RENT PAYMENTS**

Rent is due and payable on the first day of each month. Charges to the resident for maintenance and repair beyond normal wear and are also due the first of the month after the notice of said charges has been delivered to the resident.

**Rent Collection Policy for Signature Community**

Notwithstanding the previous, any charges or late fees incurred by residents of the Signature Community, will be payable no less than five (5) days after the Site Manager gives notice to the resident of those charges. Site Manager must modify any date on which late fees or charges are due for a given resident of a PHA or PHA/LIHTC Unit if such modification will enable compliance with the preceding sentence. The notice described in this paragraph shall constitute a notice of adverse action and shall meet the governing requirements including due process under the Grievance Policy.

Subject to Louisiana landlord/tenant law, the late charge of $25.00 will be assessed after the 5th calendar day of each month for each resident residing in a Signature Community that has not paid the full amount due to the Owner for that month. Written notice of the late fee will be hand-delivered by Site Manager to each resident on the 6th calendar day of each month for which rent has not been received in full. The 14-day notice will run concurrently with the late notice.
Rent Collection Policy for HANO Managed Sites

Any charges or late fees incurred by residents of a HANO Managed Unit will be payable no less than fifteen (15) days after the Site Manager gives notice to the resident of those charges. Site Manager must modify any date on which late fees or charges are due for a given resident of a PHA Unit if such modification will enable compliance with the preceding sentence.

Resident may make their payments in the rental office during normal business hours or rent may be deposit in the secured rent drop box after normal business hours.

A late charge of $25.00 will be assessed after the 15th calendar day of each month for each resident residing in a HANO managed community that has not paid the full amount due to the Owner for that month.

Written notice of the late fee will be hand-delivered by Site Manager to each resident on the 16th calendar day of each month for which rent has not been received in full. The 14-day notice will run concurrently with the late notice.

The notice described in this paragraph shall constitute a notice of adverse action and shall meet the governing requirements including due process under the Grievance Policy.

The notice will list the balance due and will be consistent with Louisiana landlord/tenant law. Late charges shall be due and payable in accordance with the provisions as stated above. The Late Notice must also advise residents of their right to request an informal hearing.

A Notice to Vacate will be served on an adult resident(s) listed on the lease personally. Additionally, the notice may be delivered by certified mail or by tacking the notice on the door.

HANO or its Agents will only accept rent payment with money orders, cashier’s check, and personal checks. Cash payments are not acceptable.

I. FEES AND NONPAYMENT PENALTIES

If the resident fails to make payment by the 5th day for Signature Communities or the 15th of the month for HANO Managed sites, a late fee of $25 will be charged on the 6th or the 16th of the month or the next business day following the 6th or the 16th of the month.

If a check is not redeemed and the rent is satisfied by the 5th for Signature Communities or the 15th day of the month for HANO Managed Sites, the rent will be considered unpaid.

HANO and its Agents will always consider the rent unpaid when a check is returned as NSF or a check is written on a closed account. HANO or its Agents will not accept rent payment by personal checks for a period of 12 months from the date of the second NSF check.

Any rent payment received will be applied to the oldest rent charges in the resident's account with the exception of debts currently under a repayment agreement. Any fees paid will be applied to the month in which the fees were incurred.
J. SCHEDULES OF SPECIAL CHARGES

Schedules of special charges for services, repairs, utilities, rules, and regulations, which are required to be incorporated into the lease by reference, shall be publicly posted in a conspicuous manner in the Leasing office, and they will be provided to applicants and residents upon request.

K. MODIFICATIONS TO THE LEASE

Schedules of special charges and rules and regulations are subject to modification or revision. Residents and resident organizations will be provided at least thirty days written notice of the reason(s) for any proposed modifications or revisions, and they will be given an opportunity to present written comments.

Comments will be taken into consideration before any proposed modifications or revisions become effective.

A copy of such notice shall be posted at the community management office and:

- Hand delivered to the resident’s unit;
- Mailed by first class mail to the resident.

After the proposed changes have been incorporated into the Lease and approved by the Board, each family will be notified of the effective date of the new Lease. Any modifications of the Lease must be accomplished by a written addendum to the Lease and signed by both parties.

L. CANCELLATION OF THE LEASE

Cancellation of the resident’s Lease is to be in accordance with the provisions contained in the Lease agreement and as stated in this policy.

M. INSPECTIONS OF PUBLIC HOUSING UNITS

Initial Inspections

HANO or its Agents and the family will inspect the premises prior to occupancy of the unit in order to determine the condition of the unit and equipment in the unit. A copy of the initial inspection, signed by management and the resident, will be kept in the resident file.

Any adult member may sign the inspection form for the head of household.

Vacate Inspections

Residents are required to return unit keys to the community office upon move-out. When a resident returns the unit keys upon vacating a unit, a move-out inspection will be conducted with the resident, management, and maintenance staff. If the keys are not returned during the move-out, the move-out inspection will occur upon discovery of the vacant unit.

The purpose of this inspection is to determine necessary maintenance and whether there are damages that exceed normal wear and tear. HANO or its Agents will determine if there are resident caused damages to the unit. Resident caused damages
may affect part or all of the family’s security deposit.

The move-out inspection also assists HANO or its Agents in determining the time and extent of the preparation and repairs necessary to make the unit ready for the next resident.

The resident is encouraged to participate in the move-out inspection.

If the resident fails to participate in the inspection, resident loses the right to a grievance because grievance regulations only apply to current residents. By not participating in the inspection, the resident agrees to the charges, if any, assessed by HANO or its Agents.

If notice is not a 30-day to vacate, the resident will forfeit their security deposit.

**Annual Inspections**

HANO and its Agents will inspect all units once annually utilizing the Uniform Physical Condition Standards (UPCS) inspection standards, in addition to three quarterly housekeeping inspections. All UPCS inspections should be completed and entered into HANO’s system of operations, 60 days prior to HANO year-end.

The unit will be considered to have failed HUD’s Uniform Physical Condition Standards if there are any *life-threatening* Health and Safety deficiencies.

Residents will be issued a copy of the housekeeping inspection report with required corrections, which may constitute a separate inspection.

If necessary to bring the unit into UPCS compliance, needed repairs will be completed by HANO’s staff, its Agent’s staff or an independent contractor.

All inspections will include a check of all smoke alarms, carbon monoxide detectors, and fire extinguishers to ensure proper working order.

The inspection report will indicate whether required corrections are to be charged to the resident or covered by management.

HANO or its Agents will repair required corrections within 5 days of the inspection date. An independent contractor will repair required corrections within 20 days of the inspection date.

Damages beyond "normal wear and tear" will be billed to the resident at actual cost to include the material and labor.

Residents who repeatedly "fail" the inspection or cause excessive damage to the unit will be in violation of their Lease.

Residents who are in violation of their lease due to repeated failed inspections will be scheduled for a Lease violation conference.

Once notified of maintenance charges due to damages beyond normal wear and tear, the resident will be given an opportunity to dispute charges under the Grievance policy.
**Quality Control Inspections**

The management staff will conduct periodic quality control inspections to determine the condition of the unit and to identify problems or issues in which HANO or its Agents can be of service to the family.

HANO or its Agents staff will conduct quality control inspections for 10% of the total units on a monthly basis in preparation for the UPCS inspections. As a part of the monthly 10% inspections, the staff will inspect units, where repairs were made to vacant units generated by move-out inspections, that are under general contract maintenance or contracted out to low bid contractors.

- Residents who turn their smoke detectors off or damage and/or remove any one of the safety devices provided by HANO or its Agents will be counseled for the first violation and charged for labor plus the cost of material replacement. On the second offense, the resident will be charged a $25 service charge plus the cost of material replacement. On the third offense, Lease termination proceedings will be initiated.

The purpose of these quality control inspections is to assure that repairs were completed at an acceptable level of quality and within an acceptable time frame.

HANO or its Agents staff will conduct quality control inspections for 10% of the units receiving a preventive maintenance inspection within 5 days of the preventive maintenance inspection.

HANO or its Agents Maintenance Supervisor conducts quality control inspections for 5% of the preventive maintenance inspections conducted on a monthly basis.

The Site Manager will conduct periodic inspections to determine the condition of the unit and to identify problems or issues in which HANO or its Agents can be of service to the family.

**Special Inspections**

Housing management staff may request the inspector to conduct a special inspection for housekeeping, unit condition, or suspected Lease violation.

HUD representatives or local government officials such as LHFA may review HANO or its Agents operations periodically and as a part of their monitoring may inspect a sampling of HANO’s or its Agent’s inventory.

**Other Inspections**

The HANO or its Agents inspector will periodically conduct windshield and/or walk-through inspections to determine whether there may be Lease violations, adverse conditions or local code violations.

Playground inspections are conducted monthly to determine playground safety.
Building exterior and grounds inspections are conducted at all public housing properties and Signature Communities to determine hazardous conditions as well as to assist in budget preparation.

**Emergency Inspections**

Management staff, including HANO and its Agents inspectors may initiate an emergency inspection report to generate a work order if they believe that an emergency exists in the unit or on a public housing site. In addition, the inspector may conduct an emergency inspection without a work order and generate a work order after the inspection has been conducted (see Entry of Premises Notice in this chapter.) Repairs are to be completed within 24 hours from the time the work order is issued.

**Emergency Repairs to be Completed in Less than 24 Hours**

The following items are to be considered emergency in nature and require immediate (less than 24 hour) response:

- Lock-out (with proper identification of resident)
- Broken lock, which affects unit security
- Broken window glass, which affects unit security, is a cutting hazard, or occurs within inclement weather (to be secured or abated)
- Escaping gas
- Plumbing leaks that can cause flooding or damage to the unit
- Natural gas leaks or smell of fumes
- Backed-up sewage or flooding
- Electrical hazard

Units with elderly residents in which the HANO or its Agents installed air conditioner or heater (seasonal) or refrigerator is inoperable

Inoperable smoke detectors will be treated as a 24-hour emergency and will be made operable by management if the smoke detector is in need of repair.

Residents who disengage smoke detectors for convenience purposes will be cited. (See "Housekeeping Citations" in this chapter.)

- There may be a charge for these services if determined the emergency was the direct result of the resident or the resident neglect. See maintenance fee schedule for cost.

**Lead Based Paint**

To ensure that the Housing Authority of New Orleans appropriately addresses and prevents lead poisoning in children assisted through the public housing and housing choice programs, this Standard Operating Procedure has been developed.
Federal regulations at 24 CFR 35.1130, Lead Safe Housing Rule require that the HANO ensure that required lead evaluations and control activities are performed when a child less than 6 years of age is identified in public housing with an Environmental Intervention Blood Lead Level.

**Public Housing Leasing:**

- All Public housing applicants must receive the EPA pamphlet, and required disclosure form, prior to the applicant becoming obligated to lease public housing covered by the Lead Disclosure Rule.

- Resident transfers: The EPA pamphlet and required disclosure must be provided to all existing public housing resident who have been approved for transfer to another public housing unit.

- Recertification: A lead-based disclosure form must be provided to existing public housing residents prior to or at recertification, if during the term of the lease the housing authority obtained additional knowledge of lead paint or lead paint hazards in the community leased by the resident, or received additional lead based paint records or reports that were not previously disclosed.

**Public Housing Modernization and Maintenance**

- Conduct lead based paint inspection and risk assessment of public housing units that are covered by the Lead Safe Housing Rule;
- Conduct interim controls of lead based paint and lead hazards until abated under modernization activities;
- Include on-going lead-based paint maintenance and reevaluation activities as part of regular public housing operations in accordance with 24 CFR 35.1355, unless the housing authority has a properly issued lead free certificate with appropriate documentation for the public housing project.
- A schedule and funding for lead activities will be included in the HANO’s 5-year Capital Fund plans, including the cost for any necessary abatement.
- Prior to the advertisement of any construction contract (including architectural and engineering contracts) the housing authority conducts a lead-based paint inspection and if required a risk assessment of any public housing constructed prior to January 1, 1978;
- Lead based paint and lead hazards will be abated during physical improvements conducted under modernization;
- Lead based paint inspections, risk assessments, and abatement work will be performed pursuant to Federal Guidelines.

**New Acquisition of Housing Communities**
- HANO will conduct a lead-based paint inspection and risk assessment of any housing constructed prior to January 1, 1978.
- Prior to initial occupancy of families, HANO will ensure abatement of all lead based paint and lead hazards in housing acquired for families.

Training

- The HANO will ensure that appropriate staff have the skills and knowledge necessary to ensure that proper procedures and under the Lead Safe Housing Rule when planning and performing public housing modernization activities.

Reporting

- The HANO will report all cases of Environmental Intervention Blood Lead Level to the New Orleans Field Office.

Entry of Premises Notices

HANO or its Agents will give prior written notice for non-emergency inspections. Non-emergency entries to the unit will be made during reasonable hours of the day.

HANO or its Agents will provide the family with 48-hour notice prior to entering the unit for non-emergency reasons.

An adult family member must be present in the unit during the inspection.

If no person is at home, the inspector will enter the unit and conduct the inspection.

If no one is in the unit, the person(s) who enters the unit will leave a written notice to the resident explaining the reason the unit was entered and the date and time.

A written notice specifying the purpose for non-emergency entry into the unit will be delivered to the premises at least 2 days before entry.

Where HANO or its Agents are conducting regular annual examinations of its housing units, the family will receive a minimum of 72-hour notice of the inspection to allow the family to prepare and be able to pass the inspection.

Reasons HANO or its Agents will enter the unit are:
  - Inspections and maintenance
    - To make improvements and repairs
    - To show the premises for leasing
    - In cases of emergency

The family must call HANO or its Agents at least 24 hours prior to the scheduled date of
insight to reschedule the inspection, if necessary.

HANO or its Agents will reschedule the inspection no more than once unless the resident has a verifiable medical reason that has hindered the inspection. Management may request verification.

Repairs requested by the family will not require prior notice to the family. Residents are notified in the lease that resident-requested repairs presume permission for HANO or its Agent's staff to enter.

**Non-Inspection Emergency Entry**

HANO or its Agents staff will allow access to the unit to proper authorities when issues of health or safety of the resident is concerned. Health and safety concerns may include but not limited to fire, smoke, flood, electrical, gas or water leaks.

**Family Responsibility to Allow Inspection**

HANO and its Agents must be allowed to inspect the unit at reasonable times with reasonable notice 48 -hour written notice, which is considered reasonable in all cases.

The resident is notified of the inspection appointment by hand delivered notices and in some cases, by mail.

**Housekeeping Citations**

Residents who "fail" an inspection due to housekeeping will be issued a Housekeeping Citation, and a re-inspection will be conducted within 10 working days by housing management staff.

If the family fails to comply with the re-inspection, it may result in Lease termination. Alternatively, if the family is issued another Housekeeping Citation within 5 days of the re-inspection, the family will be summoned for a Lease violation conference.

Citations will be issued to residents who purposely and for convenience disengage the unit's smoke detector. Since this is a health and safety violation, repeated citations will result in Lease termination. Additionally, all cost associated with repair or replacement of a smoke detector will be charged to the Resident.

The third such citation will be considered a violation of the Lease and Lease termination proceedings will be initiated.

**Resident Damages**

Repeated failed inspections or damages to the unit beyond normal wear and tear may constitute serious or repeated Lease violations.

"Beyond normal wear and tear" is defined as items that could be charged against the resident’s security deposit under state law or court practice.
Chapter 10
PET POLICY – GENERAL OCCUPANCY (FAMILY) COMMUNITIES

A. GENERAL STATEMENT

The Housing Authority of New Orleans and its Agents shall permit residents to maintain pets in their dwelling units in accordance with the following policy. Residents must comply with all federal, state and local laws pertaining to the possession of animals as well as the provisions of this policy. The Site Manager shall enforce this policy and failure to comply with these requirements shall be deemed grounds for termination of the Residential Lease Agreement between the Resident, HANO or its Agents and such other actions as provided for in state and local laws. Assistance animals that are needed as a reasonable accommodation for persons with disabilities are not considered pets, and thus are not subject to Pet policy. Agents of Signature policies may have distinct guidelines set forth in their Pet-Policy that may vary from HANO’s policy.

B. Possession of Pets as a Reasonable Accommodation:

Regular PHA pet policies do not apply to animals that are used to assist persons with disabilities and are necessary as a reasonable accommodation. A PHA may not refuse to allow a person with a disability to have an assistance animal merely because the animal does not have formal training. Some, but not all animals that assist persons with disabilities are professionally trained. Other assistance animals are trained by the owners and, in some cases, no special training is required. The animal must perform the assistance or provides the benefit needed by the person with a disability.

Assistance animals are exempt from a PHA’s “pet” restrictions or a PHA’s policy requiring pet deposits or monthly pet fees. However, all reasonable lease provisions relating to health and safety apply to assistance/service animals such as maintaining the premises in a clean and sanitary condition and must meet all of the following:

- Residents shall provide management a color photo of the pet(s) listed on the pet application and the name and address of the pet’s veterinarian.
- Residents must submit proof that pets have been vaccinated by a licensed veterinarian with anti-rabies vaccine with the initial pet application and each year at the time of pet registration.
- Residents must provide copies of the annual municipal license number for pets at the time of initial application and annual registration.
- Every pet must wear a tag evidencing the municipal license number and the owner's name, address and telephone number. This tag must be attached to a collar or harness of the pet at all times while on HANO or its Agent’s property.
The possession of pets in a Housing Authority of New Orleans dwelling unit is limited as follows:

- Pets shall be limited to companion animals, which are defined as domestic household pets such as dogs, cats, small caged birds, guinea pigs, gerbils, hamsters, rabbits and fish. Reptiles, exotic animals and birds of prey are not considered household pets.

- Only one pet may be kept in any one dwelling unit. If current residents possess more than one pet prior to the adoption of this policy, they may continue ownership of those pets, but under no circumstance will any resident be permitted to maintain more than two pets in any one dwelling unit. Once a second pet leaves the household, it may not be replaced with another pet. At that time, the household must comply with the limitation of only one pet per household. The head of the household is responsible for any pet in the unit regardless of the actual pet owner.

- No wild or exotic animal may be kept as a pet at any time. This means any monkey (or other non-human primate), raccoon, skunk, wolf, squirrel, fox, leopard, panther, tiger, lion, lynx, or any other warm blooded animal, poisonous or constricting snake or tarantula which can normally be found in the wild, or any member of crocodilian, including but not limited to alligators, crocodiles, caimans or gavials.

- No aggressive or vicious animal may be kept as a pet at any time. Vicious animal means any animal that by virtue of its size, temperament, natural environment or present circumstances is capable of threatening the safety of a living being or one that may be prone to extreme fierceness, unrestrained violence or brutality. Aggressive animal means any animal, which will commit an unprovoked attack or threat. An animal shall be determined as threatening if any of the following occurs: it bites a person or another domestic animal; chases or approaches a person in a public area in a menacing fashion; or it injures any person authorized to enter the owner's premises, including Housing Authority and its Agent's personnel.

- The mature size of newly acquired pets shall be limited to the following: cats shall not exceed 18 pounds; adult dogs shall not exceed 30 pounds; a maximum of two birds; and in the case of fish, no more than one aquarium with a 20-gallon capacity. However, the size of a dog is not directly related to approval as a resident owned pet. Each animal will be taken into consideration based on its individual merit.
D. Initial and Annual Requirements

Residents must complete a pet application prior to initial possession of a pet. Each year thereafter, at the time of the annual re-examination of income, residents must register with the Site Manager of their community, all pets governed by this policy. The Housing Authority of New Orleans will grant written approval for the pet to be maintained in the dwelling unit based upon compliance with all provisions of this policy. Additional requirements as follows must be met to receive approval for a pet to be maintained in the dwelling unit.

- A pet registration fee of $25.00 (this is in addition to the Security Deposit) must be paid upon submission of the pet application. This fee is non-refundable and will not be returned to the resident under any condition.

- A pet deposit of $250.00 will be required and must be paid as follows at time of application. The deposit will be placed in an escrow account and the agency will refund the unused portion of the deposit to the resident if there are no damages to the unit or property, the resident moves, or if the resident no longer owns or has a pet present in the resident's dwelling unit.

- Residents shall provide management a color photo of the pet(s) listed on the pet application and the name and address of the pet’s veterinarian.

- Residents must submit proof that pets have been vaccinated by a licensed veterinarian with anti-rabies vaccine with the initial pet application and each year at the time of pet registration.

- Residents must provide copies of the annual municipal license number for pets at the time of initial application and annual registration.

- Every pet must wear a tag evidencing the municipal license number and the owner's name, address and telephone number. This tag must be attached to a collar or harness of the pet at all times while on HANO or its Agent’s property.

- Female dogs and cats over six months old must be spayed and males over six months old must be neutered. If for any reason this procedure would be detrimental to the animal’s health, residents must submit a letter from a licensed veterinarian stating the medical reasons why such action would be harmful to the pet. Proof of these procedures shall be submitted at the time of initial application or prior to the first year registration, if the pet is too young for the procedure at the time of initial application.
E. **Pet Rules**

Once an application for possession of a pet has been approved, residents must comply with the following rules at all times in order to maintain the pet.

- While outside the dwelling unit, all dogs must be confined within an enclosure or kept on a secured leash in accordance with the City of New Orleans Ordinance 18-14 and 7-12. The animal must be accompanied by a person who is able to control it.

- Pets are not permitted on balconies, in management offices, community buildings, maintenance areas or other areas of the community dedicated for special purposes.

- Pets must be walked within the “pet walking areas” if such areas have been designated at the site where the pet owner resides. If such areas have not been designated by management, then the owner of every pet is responsible for picking up the waste (feces) left by the pet on property and disposing of it in a proper receptacle.

- No pet may make excessive noise, which disturbs the peaceful enjoyment of the premises by other residents.

- Residents must furnish the name, address and phone number of the person(s) responsible for the care of the pet in case of an emergency.

- All places where animals are kept (kennels, pens, cages, and general dwelling space) must be kept clean and wholesome by removal of all odors, urine and other offensive matters and by suitable cleansing as often as may be necessary.

- Cruelty to animals is strictly prohibited and any person committing such crime shall immediately be reported to Louisiana Society for the Prevention of Cruelty to Animals, the City of New Orleans Department of Health and/or the New Orleans Police Department. Cruelty of animals means the intentional or negligent mistreatment of any animal by any act or omission whereby pain, suffering or death is caused to such animal.

- In accordance with the City of New Orleans Ordinance 18-17, no resident shall hold, operate, sponsor or in any way further a contest that pits animals against each other. The training of any animal to act in a vicious or ferocious manner is strictly prohibited.

- Residents shall not cause an animal to engage in any unnatural behavior, to wrestle or fight, to be physically or mentally harassed or encourage any animal to perform through the use of any chemical, mechanical, electrical or manual devices that will cause injury or suffering to the animal.
Residents may temporarily care for a pet in their designated dwelling unit provided that they are in compliance with the rules set forth herein and they have notified the manager if a pet is to be in a unit for a period longer than 30 days. An application must be completed and all other provisions of this policy shall apply.

Pets shall not be allowed on the premises by visitors or other persons not listed on the Residential Lease Agreement. Such animals shall be considered trespassing and action will be taken to remove these animals from HANO property.

F. Assistance and Remedies

This policy constitutes a provision of the Residential Lease Agreement ("Lease") as if fully incorporated into such agreement. At the time of signing the Lease, residents shall be provided with a copy of this policy and required to sign an acknowledgement contained in the Lease that such policy was received. Assistance will be provided for any residents with special needs as stipulated in the Housing Authority of New Orleans Admissions and Occupancy Policy.

When management approves a pet application, the resident will be required to execute a pet owner’s lease agreement. This agreement will outline the obligations of HANO and the pet owner (resident). Said agreement shall be considered a “rider” to the existing Residential Lease Agreement.

Violations of this policy shall be handled in accordance with the provisions of the Residential Lease Agreement. Residents shall be entitled to all remedies permitted under federal, state and local law, including but not limited to utilization of the Grievance Policy and Procedures.

Every effort will be made to assist residents with the maintenance of pets in accordance with this policy including referral to the Louisiana Society for Prevention of Cruelty to Animals who may provide assistance with the cost of required vaccinations and licensing.

If you wish to report any neglect or cruelty to animals or animal, fighting you should contact the SPCA office. The Louisiana SPCA is located at 1700 Mardi Gras Blvd, New Orleans, LA. 70114, (504) 368-5191
Chapter 11

RECERTIFICATION

INTRODUCTION

HUD requires that HANO and its Agents offer all families the choice of paying income-based rent or flat rent at least annually. Families who choose to pay flat rent are required to complete a recertification of income, deductions and allowances at least once every three years. This ruling does not apply to residents who reside in PHA/LIHTC. Tax Credit Requirements mandates that residents comply with the recertification of income, family composition income, deductions and allowances annually.

To determine the amount of income-based rent, it is necessary for HANO and its Agents to perform a recertification of the family’s income. At the annual recertification, families who choose to pay income-based rent must report their current household composition, income, deductions and allowances. Between regular annual recertifications, HUD requires that families report all changes in household composition, but HANO decides what other changes must be reported and the procedures for reporting them. This Chapter defines HANO’s policy for conducting annual recertifications. It also explains the interim reporting requirements for families, and the standards for timely reporting.

A. ELIGIBILITY FOR CONTINUED OCCUPANCY

Residents who meet the following criteria will be eligible for continued occupancy:

- Qualify as a family as defined in this policy;
- Are in full compliance with the obligations and responsibilities described in the dwelling Lease;
- All family members have submitted their Social Security numbers or have certifications on file that they do not have a Social Security number;
- Whose family members have submitted required citizenship/eligible immigration status/non-contending documents;
- Are in full compliance with the obligations and responsibilities described in the One Strike policy;
- Meets the Tax Credit Requirements

B. ANNUAL RECERTIFICATION

The terms annual recertification and annual re-examination are synonymous.

In order to be recertified, families are required to provide current and accurate information on income, assets, allowances and deductions, and family composition.

Families who choose flat rent are to be recertified every three (3) years. Families residing in PHA/LIHTC units must be recertified annually despite the fact they choose flat rent to remain in compliance with the Tax Credit Requirements.
For families who move in on the first of the month, the annual recertifications will be completed within 12 months of the anniversary of the move-in date, (i.e. if family moves in August 1, the annual recertification will be conducted to be effective on August 1, the following year effective by the 1st of the month).

For families who move in during the month, the annual recertifications will be completed no later than the first of the month in which the family moved in, the following year. (Example: If family moves in August 15, the effective date of the next annual recertification is August 1.)

In order to comply with HUD requirements,

**When families move to another dwelling unit with in Conventional Public Housing unit:**
- The annual recertification will not change.

**When families move to another dwelling unit in a tax credit community:**
- The annual recertification may change depending on the location of the move. All unit transfers in a tax credit community is considered a move-in, unless the transfer occurs in the same building in which the resident currently resides.

**Recertification Notice to the Family**

All families will be notified of their obligation to recertify by hand delivered notices and/or first class mail. The notification shall be sent at least 120 days in advance of the anniversary date. If requested as an accommodation by a person with a disability, HANO or its Agents will provide the notice in an accessible format. Management 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.

If the family chooses flat rent, no recertification appointments will be necessary unless the family has paid the flat rent for three (3) years, or if the resident resides in a PHA/LIHTC in which case, a recertification will be done annually.

**Persons with Disabilities**

Persons with disabilities, who are unable to come to HANO’s or its Agent’s office will be granted an accommodation of conducting the interview at the person’s home upon verification that the accommodation requested meets the need presented by the disability.

**Collection of Information**
The HANO and its Agents representative will interview the family and enter the information provided by the family on the recertification form.

Requirements to Attend

The following family members will be required to attend the recertification interview and sign the application for continued occupancy:

- All adult household members

If the head of household is unable to attend the interview:

- The appointment will be rescheduled.

Families with a fixed income that are elderly and/or disabled will be allowed to submit their required documents for recertification by mail every other year.

Failure to Respond to Notification to Recertify

The written notification will explain which family members are required to attend the recertification interview. The family may call to request another appointment date up to 5 days prior to the interview.

If the family and all required members do not appear for the recertification interview, and has not rescheduled or made prior arrangements with HANO or its Agents, a second appointment will be rescheduled.

If the family and all required members fail to appear for the second appointment, and have not rescheduled or made prior arrangements, HANO or its Agents will terminate the tenancy of the family.

Exceptions to these policies may be made by phone if the family is able to document an emergency that prevented them from canceling or attending the appointment.

Documents Required from the Family

In the notification letter to the family, HANO or its Agents will include instructions for the family to bring the following such documents:

- Documentation of income for all family members
- Documentation of liquid and non-liquid assets
- Documentation to substantiate any deductions or allowances
- Personal Declaration Form and updated ethnicity documentation completed by head of household
• Documentation verifying compliance with community service by all non-exempt adults if applicable or documentation verifying compliance with working preference if unemployed at the time of annual recertification

• Birth Certification for any new family members

• Picture Identification (Louisiana driver’s license or Louisiana State Identification card)

• Social Security card for all any new household members (despite age).

• Any other documentation required to by the Tax Credit Requirements or the Management Plan required to comply with an eligibility requirement at a Signature Community.

If the family does not provide the above referenced documents at the scheduled interview, the recertification will not be completed and family members will be required to schedule another appointment.

**Verification of Information**

All information, which affects the families, continued eligibility for the program, and the family's Total Tenant Payment (TTP) will be verified in accordance with the verification procedures and guidelines described in this Policy. Verifications used for recertification must be less than 120 days old. All verifications will be placed in the file, which has been established for the family.

When the information has been verified, it will be analyzed to determine:

• the continued eligibility of the resident as a family or as the remaining member of a family;
• the unit size required by the family;
• the amount of rent the family should pay.

**Changes in the Resident Rent**

If there is any change in rent, including change in family’s choice in rent, the lease will be amended, or a new lease will be executed, or a Notice of Rent Adjustment will be issued.

**Resident Rent Increases**

If resident rent increases or changes, a thirty-day notice will be mailed to the family prior to the anniversary date.

**Resident Rent Decreases**

If resident rent decreases, it will be effective 30 days after the resident receives the Rent Adjustment notice.

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 HANO or its Agents.

If the resident rent decreases and the resident reported the change within a month prior to the annual recertification anniversary date or between the annual recertification anniversary date and the effective date of the annual recertification, the change will be treated as an interim.

The change will be effective the first of the following month that the family reported the change. If necessary, HANO or its Agents will run another HUD 50058 as an annual recertification.

Families must report all changes in household composition to HANO or its Agents between annual recertifications. This includes additions due to birth, adoption and court-awarded custody. The family must obtain management’s approval prior to all other additions to the household.

When there is a change in head of household or a new adult family member is added, HANO or its Agents will complete an application for continued occupancy and re-verify, using the same procedures that would use for an annual recertification, except for effective dates of changes. In such case, the Interim Recertification Policy would be used.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified prior to the approval by HANO or its Agents of the family member being added to the lease.

C. INTERIM RECERTIFICATION POLICY

Families electing to pay income-based rent must comply with the following requirements between regularly scheduled recertifications of family composition and income:

- Between annual recertification, residents must report increases in income to the Site Manager within 10 calendar days of the occurrence. An increase in income will result in a recalculation of resident rent. If the rent increases, a thirty-day Rent Adjustment notice will be mailed to the family prior to the effective date of the increase.
- Failure of the resident to report in a timely manner will result in a rent increase. The increase will be retroactive to the first of the following month in which the increase in income was effective.
- Any reported decrease in income will result in a recalculation of resident rent, and if applicable, resident rent will be decreased effective the first of the month following the month in which the decrease was reported.
- Residents with seasonal or part-time employment of a cyclical nature will be asked for third party documentation of the circumstances of their employment including start and ending dates. Income from these sources will be annualized for determination of rent based on average earnings during the prior periods.
- HANO or its Agents may process an interim adjustment in rent if at an annual or interim re-certification a resident misrepresents the facts upon which the rent is based.
• Complete justification and verification of the circumstances applicable to rent adjustments must be documented by the resident and approved by HANO or its Agents.

Interim recertifications for families paying flat rent will be conducted based on the following:
• The family may at anytime request and be permitted to convert from paying a flat rent to an income-based rent if the family is unable to pay the flat rent due to a financial hardship, defined as follows:

• The family has experienced a decrease in income because of changed circumstances, including the loss or reduction of employment, death in the family or a reduction in other assistance.

• The family has experienced an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education or similar items.

• HANO or its Agents will complete the interim recertification within 30 days from the date of the family’s request to convert from the flat rent to income-based rent. The flat rent will become effective the first of the month following the request.

**Increases in Income to Be Reported**

Families paying flat rent are not required to report any increases in income or assets. This does not apply to families who resides in PHA/LIHTC

Families must report all increases in income/assets of all household members to HANO or its Agents in writing or verbally within 10 calendar days of the occurrence.

**Increases in Income and Rent Adjustments**

Rent increases (except those due to misrepresentation) require 30 days notice.

**Decreases in Income and Rent Adjustments**

Residents may report a decrease in income and other changes, such as an increase in allowances or deductions that would reduce the amount of the Total Tenant Payment.

HANO or its Agents will process the rent adjustment unless HANO or its Agents confirm that the decrease in income will last less than 30 calendar days.

HANO or its Agents will process rent adjustments whenever there is a decrease in income.

**D. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS**

HANO or its Agents will not reduce the public housing rent for families whose welfare assistance is reduced due to a "specified welfare benefit reduction," which is a reduction in welfare benefits due to:
Fraud by a family member in connection with the welfare program; or

Noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program

A "specified welfare benefit reduction" does not include a reduction of welfare benefits due to:

- 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, such as:

  - The family has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits.

Noncompliance with other welfare agency requirements.

**Definition of "Covered Family":**

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, as outlined in the Code of Federal Regulations.

**Definition of "Imputed Welfare Income":**

The amount of annual income, not actually received by a family, as a result of a specified welfare benefit reduction, that is included in the family's income for purposes of determining rent.

The amount of imputed welfare income is determined by HANO or its Agents, based on written information supplied to HANO or its Agents by the welfare agency, including:

- The amount of the benefit reduction
- The term of the benefit reduction
- The reason for the reduction
- Subsequent changes in the term or amount of benefit reduction

Imputed welfare income will be included at annual and interim recertifications during the term of reduction of welfare benefits.

The amount of imputed welfare income will be 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 income will be reduced to zero.

If the family was not an assisted resident of public housing when the welfare sanction began, imputed welfare income will not be included in annual income.
**Verification before Denying a Request to Reduce Rent**

HANO or its Agents 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.

HANO or its Agents will rely on the welfare agencies written notice regarding welfare sanctions.

**Cooperation Agreements**

HANO has a written cooperation agreement in place with the local welfare agency that assists HANO or its Agents in obtaining the necessary information regarding welfare sanctions. HANO will provide any support necessary to assist its Agents to carry out the requirements of this section.

HANO has taken a proactive approach to culminating an effective working relationship between HANO and the local welfare agency for the purpose of targeting economic self-sufficiency programs throughout the community that is available to public housing residents.

HANO and the local welfare agency have mutually agreed to notify each other of any economic self-sufficiency and/or other appropriate programs or services that would benefit public housing residents.

**Family Dispute of Amount of Imputed Welfare Income**

If the family disputes the amount of imputed income and HANO or its Agents deny the family’s request to modify the amount, HANO or its Agents will provide the resident with a notice of denial, which will include:

- An explanation for HANO’s or its Agents determination of the amount of imputed welfare income.
- A statement that the resident may request a grievance hearing.
- A statement that the information received from the welfare agency cannot be disputed at the grievance hearing, and the issue to be examined at the grievance hearing will be HANO or its Agent’s determination of the amount of imputed welfare income, not the welfare agency’s determination to sanction the welfare benefits.
- A statement that if the resident requests a grievance hearing, the resident will not be required to pay an escrow deposit for the portion of resident rent attributable to the imputed welfare income.

Neither HANO nor its Agents are responsible for determining that a reduction of welfare benefits was correctly determined by the welfare agency.
HANO or its Agents are entitled to reply on the welfare agency notice to the PHA of the agency’s determinations of a specified welfare benefit reduction.

E. OTHER INTERIM REPORTING ISSUES

HANO or its Agents will schedule families with zero income or who are noncompliant with the Community Service requirement every 30 days to meet staff in person to discuss strategies to become compliant with the Community Service requirement.

Errors

If HANO or its Agents make a calculation error at admission to the program or at an annual or interim recertification, an interim recertification will be conducted to correct the error, but the family will not be charged retroactively.

F. TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS)

Standard for Timely Reporting of Changes

HANO and its Agents require that families report interim changes to them within ten (10) days of when the change occurs. Any information, document or signature needed from the family that is needed to verify the change must be provided by the family for the change to take effect.

An exception will be made for TANF recipients who obtain employment. In such cases, families will have to report within 10 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 signatures, certifications or documentation, (in the time period requested by HANO or its Agents) it will be considered untimely reporting.

Procedures When the Change is Reported in a Timely Manner

HANO or its Agents will notify the family of any changes in Resident Rent to be effective according to the following guidelines:

Increases in the Resident Rent will not occur between recertifications unless:

- A person with income joins the household
- Resident can verify a change in his/her circumstances that would justify a reduction in rent.
- It is found that Resident has misrepresented the facts upon which the rent is based, so the rent Resident is paying is less than the rent that he/she should have been charged.
• HANO or its Agents will apply an increase in rent retroactive the first of the month following the month in which the misrepresentation occurred.

• Resident has no income and later secures an income and meets the protocol related to income disallowance. See income disallowance for further details

• Federal law or regulation changes rent formulas or procedures.

All changes in family composition must be reported to HANO or its Agents within 10 days of the occurrence. Failure to report within the 10 days may result in a retroactive rent charge.

Families electing to pay flat rents will be recertified for family composition only at least annually. A recertification for family income shall be completed at least every three years.

The family may at anytime request that they be permitted to convert from paying a flat rent to an income-based rent, if the family is unable to pay the flat rent due to financial hardship notwithstanding the preceding, families residing in PHA/LIHTC must recertify annually for the purposes of determining continued eligibility according to the Tax Credit Requirements. Under both program the flat rent will remain the same for the three-year period.

**Decreases in the Resident Rent** are effective the first of the month following the month in which the change is reported.

The change may be implemented based on documentation provided by the family, pending third-party written verification.

**Procedures When the Resident does Not report the Change in a Timely Manner**

If the family does not report the change as described under Timely Reporting, the family will have caused an unreasonable delay in the interim recertification processing and the following guidelines will apply:

**Increase in Resident Rent** will be effective retroactive to the date it would have been effective had it been reported on a timely basis. The family will be liable for any underpaid rent, and may be required to make a lump sum payment or sign a repayment agreement for no more than twelve months.

**Decrease in Resident Rent** will be effective on the first of the month following completion of processing by HANO or its Agents and not retroactively.

HANO or its Agents will not execute a repayment agreement for more than twelve months.

**Procedures when the Change is not Processed by HANO 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 accordance with their lease.
If the change cannot be made effective on that date, HANO or its Agents do not process the change in a timely manner.

Therefore, an increase will be effective after the required 30 days notice prior to the first of the month after completion of processing by HANO or its Agents.

A decrease in rent will be applied retroactively based on the date the family reported the change.

### G. REPORTING OF CHANGES IN FAMILY COMPOSITION

HANO or its Agents must approve the members of the family residing in the unit.

The family must inform HANO or its Agents and request approval of additional family members other than additions due to birth, adoption, marriage, court-awarded custody before the new member occupies the unit.

All changes in family composition must be reported within 10 working days of the occurrence in writing.

If an adult family member is declared permanently absent by the head of household, the notice must contain a certification by the head of household that the member (who may be the head of household) is removed permanently.

**Increase in Family Size**

HANO or its Agents will consider a unit transfer (if needed under the Occupancy Guidelines) for additions to the family in the following cases:

- Addition by marriage/or marital-type relation.
- Addition of an approved live-in attendant.
- Addition due to birth, adoption or court-awarded custody.

Families who need a larger sized unit because of voluntary additions will have lower priority on the Transfer List than other families who are required to change unit size.

If a change due to birth, adoption, court-awarded custody, or need for a live-in attendant requires a larger size unit due to overcrowding, the change in unit size shall be made effective upon availability of an appropriately sized unit.

**Definition of "Temporarily/Permanently Absent"**

HANO or its Agents must compute all applicable income of every family member who is on the lease, including those who are temporarily absent.

Income of persons permanently absent will not be counted. If the spouse is temporarily
absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

It is the responsibility of the head of household to report changes in family composition. HANO or its Agents will evaluate absences from the unit in accordance with this policy.

**Absence of Entire Family**

These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, HANO or its Agents will terminate tenancy in accordance with the appropriate lease termination procedures contained in this Policy.

Families are required to notify HANO or its Agents before they move out of a unit in accordance with the lease and to give HANO information about any family absence from the unit.

Family must provide a self-affidavit that a family member has vacated the unit.

Families must notify HANO or its Agents if they are going to be absent from the unit for more than seven consecutive days. A person with a disability may request an extension of time as an accommodation.

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

In order to determine if the family is absent from the unit, HANO or its Agents may:

- Conduct home visit
- Write letters to the family at the unit
- Telephone the family at the unit
- Interview neighbors
- Verify if utilities are in service
- Check with Post Office for forwarding address
- Contact emergency contact

If the entire family is absent from the unit, without HANO or its Agents permission, for more than seven consecutive days, the unit will be considered vacant and HANO or its Agents will terminate tenancy.

As a reasonable accommodation for a person with a disability, HANO or its Agents may approve an extension.

(See Absence Due to Medical Reasons for other reasons to approve an extension.)

During the period of absence, the rent and other charges must remain current.

Families who are absent from the unit due to domestic violence because entrance in shelter, other safe locations, obtains a protective order or other circumstances that causes the family to flee maybe reinstated if the family provides verification. During the period of absence, the rent and other charges must remain current.
Absence of Any Member

Any member of the household will be considered permanently absent if he/she is away from the unit for six consecutive months except as otherwise provided in this Chapter.

Absence Due to Medical Reasons

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, HANO or its Agents 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 30 consecutive days, the family member will not be considered permanently absent, as long as rent and other charges remain current.

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

Absence Due to Incarceration

If the sole member is incarcerated for more than 30 consecutive days, he/she will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if he/she is incarcerated for 30 consecutive days. The rent and other charges must remain current during this period.

HANO or its Agents will determine if the reason for incarceration is for drug-related or criminal activity, which would threaten the health, safety, and right to peaceful enjoyment of the dwelling unit by other residents.

Foster Care and Absences of Children

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

If the time period is to be greater than six months from the date of removal of the child (ren), the family will be required to move to a smaller size unit. If all children are removed from the home permanently, the unit size will be reduced in accordance with HANO’s or its Agents occupancy guidelines.

Absence of Adult

If neither parent remains in the household nor 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, HANO or its Agents will treat that adult as a visitor for the first 30 calendar days.

If by the end of that period, court-awarded custody or legal guardianship has been
awarded to the caretaker, and the caretaker qualifies under Resident Suitability criteria, the lease will be transferred to the caretaker.

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

HANO or its Agents has to have verified that social services and/or the Juvenile Court has arranged for another adult to be brought into the unit to care for the child (ren) for an indefinite period.

When HANO or its Agents approve a person to reside in the unit as caretaker for the child (ren), the income of the caretaker should be counted pending a final disposition. HANO or its Agents will work with the appropriate service agencies 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 30 days, the person will be considered permanently absent.

If an adult child goes into the military and leaves the household, they will be considered permanently absent.

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.

**Visitors (See Chapter on Leasing)**

Any person not included on the HUD 50058 who has been in the household for more than 14 consecutive days without written consent from HANO or its Agents will be considered as living in the unit as an unauthorized household member.

Absence of evidence of any other address will be considered verification that the visitor is an unauthorized household member.

Statements from neighbors and/or HANO or its Agents staff will be considered in making the determination.

HANO or its Agents will consider:

- Statements from neighbors and/or HANO or its Agents staff
- Vehicle license plate verification
- Post Office records
- Driver’s license verification
- Law enforcement reports
- Credit reports

Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence.
The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the family and HANO or its Agents will terminate the family's lease since prior approval was not requested for the addition.

Minors and college students who were part of the family but who now live away from home during the school year and are not considered members of the household may visit for up to 30 days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household according to the specifications in the court order, the minor may be considered an eligible visitor and not a family member.

If both parents reside in Public Housing, only one parent would be able to claim the child for deductions and for determination for the occupancy standards.

H. REMAINING MEMBER OF RESIDENT FAMILY - RETENTION OF UNIT

To be considered the remaining member of the resident family, the person must have been previously approved by HANO 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.

The remaining family member, based on the death of the family member, is eligible to remain in the unit but must pay rent based on income.

In this case, eligibility of the remaining family member, as defined by the death of the family member, is not reviewed.

In order for a minor child to continue to receive assistance as a remaining family member, HANO or its Agents have to verify that social services and/or the Juvenile Court has arranged for another adult to be brought into the unit to care for the child (ren) for an indefinite period.

A minor child who has been judicially emancipated to become head of household may remains in the unit.

A reduction in family size may require a transfer to an appropriate unit size per the Occupancy Standards.

I. CHANGES IN UNIT SIZE

HANO or its Agents shall grant exceptions from the occupancy standards if the family requests and HANO determines the exceptions are justified according to this policy.

In general, HANO or its Agents will not assign a larger bedroom size due to additions of family members other than by birth, adoption, marriage or court-awarded custody, and live-in attendant. If an exception is granted, the family will be transferred to a larger unit when one becomes available, in accordance with Chapter 8 – Transfer Policy, including the priority order for transfers.
HANO or its Agents will consider the size of the unit and the size of the bedrooms, as well as the number of bedrooms, when an exception is requested.

When an approvable change in the circumstances in a resident family requires another unit size, the family's move depends upon the availability of a suitable size and type of unit. If the unit is not available at the time it is requested, the family will be placed on the Transfer List. (Reference chapter on Occupancy Standards)

J. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES

Under the Noncitizens Rule, "Mixed" families are families that include at least one citizen or eligible immigrant and any number of ineligible members.

"Mixed" families who were participants on June 19, 1995, shall continue receiving full assistance if they meet the following criteria:

   - The head of household, co-head or spouse is a U.S. citizen or has eligible immigrant status; AND
   
   - The family does not include any ineligible immigrants other than the head or spouse, or parents or children of the head, co-head or spouse.

Mixed families who qualify for continued assistance after 11/29/96 may receive prorated assistance only.

If they do not qualify for continued assistance, the member(s) that cause the family to be ineligible for continued assistance may move, or the family may choose prorated assistance (See Chapter titled "Factors Related to Total Tenant Payment Determination"). HANO may no longer offer temporary deferral of termination (see Chapter on "Lease Terminations").
Chapter 12

LEASE TERMINATIONS

INTRODUCTION

The Housing Authority of New Orleans or its Agents may terminate tenancy for a family because of the family’s action or failure to act in accordance with HUD regulations [24 CFR 966.4 (l)(2)], and the terms of the Lease. This Chapter describes HANO or its Agents’ policies for notification of lease termination and provisions of the lease.

A. TERMINATION BY RESIDENT

The resident may terminate the Lease by providing HANO or its Agents with a written 30 days (plus one day) advance notice as defined in the lease agreement. Residents are residing in a PHA/LIHTC unit may be subject to a termination fee. Residents residing in a Signature Community PH or PHA/LIHTC unit may be subject to a termination fee or other early termination requirements of the lease agreement if the notice does not coincide with the end of the lease term.

TERMINATION BY HANO

Termination of tenancy will be in accordance with HANO’s Lease, the Regulatory and Operating Agreement and Tax Credit Requirements of a specific Signature Community.

The initial term of the Lease will be for 12 months. The Lease will renew automatically for 12-month terms, except for noncompliance with a community service requirement.

The Lease may be terminated by HANO or its Agents at any time by giving written notice for serious or repeated violation of material terms of the Lease, such as, but not limited to the following:

- Nonpayment of rent or other charges due under the Lease, or repeated chronic late payment of rent;
- Failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Recertifications;
- Assignment or subleasing of the premises or providing accommodation for boarders or lodgers;
- Use of the premises for purposes other than solely as a dwelling unit for the Resident and Resident’s household as identified in the Lease, or permitting its use for any other purposes;
- Imposing of Regulatory and Operating Agreement mandates and other Tax Credit Requirements;
Failure to abide by necessary and reasonable rules made by HANO and its Agents for the benefit and well-being of the housing project and the Residents;

Failure to abide by applicable building and housing codes materially affecting health or safety;

Failure to dispose of garbage waste and rubbish in a safe and sanitary manner;

Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner;

Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;

Failure to pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, project buildings, facilities, equipment, or common areas; or

The Resident, any member of the Resident’s household, or a guest or other person under the Resident’s control shall not engage in criminal activity including drug-related criminal activity on public housing premises (as defined in the Lease), while the Resident is a Resident in public housing, and such criminal activity 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, a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802);

If contraband or a controlled substance is seized on the above premises, incidental to a lawful search or arrest, HANO will be notified by the District Attorney’s Office that it is to bring an unlawful detainer action against that Resident. HANO will provide this information directly to its Agents. HANO or its Agents will then commence unlawful detainer procedures to terminate the Lease;

Alcohol and drug abuse that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;

Non-compliance with Non-Citizen Rule requirements;

Failure to attend HANO or its Agents mandatory meetings/trainings;

Failure of a family member to comply with community service provision, as grounds only for non-renewal of the Lease and termination of tenancy at the end of the 12-month lease term;

Discovery after admission of facts that make the resident ineligible; Discovery of material false statements or fraud by the Resident in connection with an application for assistance or with recertification of income;

Failure to accept HANO’s or its Agent’s offer of a Lease revision to an existing Lease that is on a form adopted by HANO in accordance with HUD regulations, with written notice of the offer of the revision at Least 60 calendar days before
the lease revision is scheduled to take effect; and with the offer specifying a reasonable time limit within that period for acceptance by the family.
BB. NOTICE OF LEASE TERMINATION

HANO or its Agent’s written Notice of Lease Termination will state the reason for the proposed termination, the date that the termination will take place, and it will offer the resident all of the rights and protections afforded by the regulations and this policy. (See Chapter on Complaints, Grievances and Hearings.)

Notices of lease termination shall be in writing and delivered to the resident or adult member of the household by hand delivery or certified mail.

The return of the certified mail receipt, whether signed or unsigned, shall be considered to be proof that the resident received proper notification.

The notice shall contain a statement describing the resident’s right to meet with the manager to determine whether a reasonable accommodation would eliminate the need for a lease termination.

Disclosure of Criminal Records to Family

Before HANO or its Agents terminate the Lease based on a criminal conviction record, the Resident and subject of record will be provided with a copy of the criminal record. Residents may dispute the accuracy and relevance of that record at the grievance hearing or court hearing.

Timing of the Notice

If HANO or its Agents terminate the Lease, written notice will be given as follows:

- At least 14 calendar days prior to termination in the case of failure to pay rent or concurrent with the Notice of Lease termination;
- Five (5) days for violation of the One Strike Policy;
- At least 30 days prior to termination in all other cases.

HANO or its Agents shall notify the Post Office that mail should no longer be delivered to the person who was evicted for criminal activity, including drug-related criminal activity.

Criminal Activity

HANO and its Agents will immediately terminate tenancy of persons convicted of manufacturing or producing methamphetamine on the premises of the assisted housing project in violation of any Federal or State law. “Premises” is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

HANO and its Agents will terminate assistance of participants in cases where it’s determines there is reasonable cause to believe that the person is illegally using a controlled substance or engages in drug-related or other criminal activity.
The same will apply if it is determined that the person abuses alcohol in a way that interferes with the health, safety or right to peaceful enjoyment of the premises by other residents.

This includes cases where HANO and its Agents determine that there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse.

Criminal activity that occurred prior to admission cannot be grounds for eviction.

"Engaged in or engaging in or recent history of" drug-related criminal activity means any act within the past 7 years by applicants or participants, household members, or guests which involved drug-related criminal activity including, without limitation, drug-related criminal activity, possession and/or use of narcotic paraphernalia, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

"Engaged in or engaging in or recent history of" criminal activity means any act within the past 7 years by applicants or participants, household members, or guests which involved criminal activity that would threaten the health, safety or right to peaceful enjoyment of the public housing premises by other residents or employees of HANO or its Agents, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

**Y. RECORD KEEPING**

A written record of every termination and/or eviction shall be maintained by HANO or its Agents at the community where the family was residing, and shall contain the following information:

- Name of resident, number and identification of unit occupied;
- Date of the Notice of Lease Termination and any other notices required by State or local law; these notices may be on the same form and will run concurrently;
- Specific reason(s) for the Notices, citing the lease section or provision that was violated, and other facts pertinent to the issuing of the Notices described in detail (other than the Criminal History Report);
- Date and method of notifying the resident;
- Summaries of any conferences held with the resident including dates, names of conference participants, and conclusions.

The HANO or its Agents will keep records for persons whose leases were terminated for any reason indefinitely.
B. TERMINATION BY HANO OR ITS AGENTS

Termination of tenancy will be in accordance with HANO’s or the Signature Community’s Lease, the Regulatory and Operating Agreement between HANO and the Signature Community, and the Tax Credit Requirements of the Signature Community.

HANO or its Agent’s written Notice of Lease Termination will state the reason for the proposed termination, the date that the termination will take place, and it will offer the resident all of the rights and protections afforded by the regulations and this policy.

Notices of lease termination shall be in writing and delivered to the resident or adult member of the household by hand delivery or certified mail. The return of the certified mail receipt, whether signed or unsigned, shall be considered to be proof that the resident received proper notification. The notice shall contain a statement describing the resident's right to meet with the manager to determine whether a reasonable accommodation would eliminate the need for a lease termination.

If HANO or its Agents terminate the Lease, written notice will be given at least 30 days prior to termination for lease violations or at least 14 calendar days prior to termination in the case of failure to pay rent.

Terminations for Lease Violations

The Lease may be terminated by HANO or its Agents at any time by giving written notice for serious or repeated violation of material terms of the Lease, such as, but not limited to the following:

- Nonpayment of rent or other charges due under the Lease, or repeated chronic late payment of rent;
- Failure to provide timely and accurate statements of income, assets, expenses, and family composition at Admission, Interim, Special or Annual Rent Recertifications;
- Assignment or subleasing of the premises or providing accommodation for boarders or lodgers;
- Use of the premises for purposes other than solely as a dwelling unit for the Resident and Resident’s household as identified in the Lease, or permitting its use for any other purposes;
- Imposing of Regulatory and Operating Agreement mandates and other Tax Credit Requirements;
- Failure to abide by necessary and reasonable rules made by HANO and its Agents for the benefit and wellbeing of the housing project and the Residents;
- Failure to abide by applicable building and housing codes materially affecting health or safety;
- Failure to dispose of garbage waste and rubbish in a safe and sanitary manner;
- Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner;
- Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;
o Failure to pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, project buildings, facilities, equipment, or common areas; or
o Failure to attend HANO’s or its Agents’ mandatory meetings/trainings;
o Failure of a family member to comply with community service provision, as grounds only for non-renewal of the Lease and termination of tenancy at the end of the 12-month lease term;
o Discovery, after admission, of facts that make the resident ineligible for program participation;
o Discovery of material false statements or fraud by the Resident in connection with an application for assistance or with recertification of income;
o Failure to accept HANO’s or its Agent’s offer of a Lease revision to an existing Lease that is on a form adopted by HANO in accordance with HUD regulations, with written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect; and with the offer specifying a reasonable time limit within that period for acceptance by the family.

**Expedited Terminations for Criminal Activity**

The Lease may be terminated by HANO or its Agents at any time by giving written notice for serious or repeated criminal activity committed by the resident, family member, guest, or other persons under the control of the resident, such as, but not limited to the following:

- Federal Prohibitions:
  - Conviction of manufacturing or producing methamphetamine by the resident, household members, or guests on the premises of the assisted housing project in violation of any Federal or State law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.
  - HANO and its Agents will immediately terminate tenancy of persons subject to a lifetime registration requirement under a state sex offender registration program.

- Engaging in drug related criminal activity on or off the premises by the resident, members of the household, or guests, or on the premises by any other person under the resident’s control. The term “drug related criminal activity” means the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use, a controlled substance (as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

- Engaging in any criminal activity on the premises by the resident, members of the household, guests, or any other person under the resident’s control that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents, employees of HANO or its Agents, or any persons residing in the immediate vicinity of the premises. Included among the crimes considered a threat to the health,
safety, or right to peaceful enjoyment are crimes of violence (e.g. murder, battery, assault, stalking, harassment, domestic violence); crimes against property (e.g. vandalism, arson); and crimes that involve peace disturbance (e.g. fighting, public intoxication, illegal gambling, loud noise and music resulting in police reports).

- Any resident, any household member, or guest fleeing to avoid prosecution, custody, or confinement after conviction for a crime or is in violation of probation or parole imposed under Federal or State or local Law;

- Any resident or any household member is violating a condition of probation or parole imposed under Federal or State law.

- Any resident or any household member is harboring a tenant previously evicted due to criminal activity. Such discovery subjects the entire household to eviction.

- Storing or in the possession of weapon(s) or illegal drug(s) seized in a unit by law enforcement officers.

- Illegal use of a controlled substance or abuse of alcohol in a way that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents. This includes cases where HANO and its Agents determine that there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse.

The head(s) of household is responsible for the actions of the household members, guests, and other persons under the family’s control. HANO and its Agents will terminate a lease for criminal activity if it determines that the head of household, household member, guest, or person under the household’s control has engaged in criminal activity, based on sufficient evidence that the individual(s) engaged in the conduct. HANO and its Agents will use evidence such as police reports detailing the circumstances of an arrest, witness statements, video recordings, and other relevant documentation to assist them in making a determination that the criminal conduct occurred. An arrest record alone will not be used for lease termination, however an arrest or conviction record is not required for HANO or its Agents to terminate a lease for criminal activity as long as there is reasonable evidence that the conduct occurred. HANO or its Agents shall make any arrest or conviction report used as the basis for a lease termination available to the head of household to review for accuracy and relevance of the record to the proposed termination prior to a court hearing.

Lease terminations which involve drug related criminal activity or criminal activity that would threaten the health, safety, or right to peaceful enjoyment of the public housing premises by other residents or employees of HANO or its Agents are expedited by the use of a Five (5) Day Notice to Vacate provided under state law. Residents will be given due process through the court hearing provided by the eviction process. The grievance policy and procedures will not apply in these instances.

HANO or its Agents shall notify the Post Office that mail should no longer be delivered to the person who was evicted for criminal activity, including drug-related criminal activity.

C. RECORD KEEPING
A written record of every termination and/or eviction shall be maintained by HANO or its Agents at the community where the family was residing, and shall contain the following information:

- Name of resident, number and identification of unit occupied;
- Date of the Notice of Lease Termination and any other notices required by State or local law; these notices may be on the same form and will run concurrently;
- Specific reason(s) for the Notices, citing the lease section or provision that was violated, and other facts pertinent to the issuing of the Notices described in detail, including documentation used to determine that criminal conduct occurred for cases of evictions for any criminal activity;
- Date and method of notifying the resident;
- Summaries of any conferences held with the resident including dates, names of conference participants, and conclusions.

The HANO or its Agents will keep records for persons whose leases were terminated for any reason indefinitely.

**HHH.D. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS**

If HANO or its Agents determine that a family member has knowingly permitted an ineligible individual to reside in the family’s unit on a permanent basis, the family’s assistance will be terminated. This provision does not apply to a family if the eligibility of the ineligible individual was considered in calculating any pro-ration of assistance provided for the family.

**Other good cause:**

- Disturbing other residents’ peaceful enjoyment of their accommodations;
- Having inoperable vehicles;
- Not giving prompt notice to Management of resident’s leaving dwelling unit unoccupied for 30 days;
- Parking on lawn or unauthorized areas;
- Maintaining unauthorized pets allowed.
The Violence Against Women Act (VAWA) protects qualified tenants, participants, and applicants, and affiliated individuals, who are victims of domestic violence, dating violence, sexual assault, or stalking, from being denied housing assistance, eviction, or termination from housing assistance based on acts of violence against them. On January 5, 2006, President Bush signed into law the Violence Against Women and Department of Justice (DOJ) Reauthorization Act of 2005 (VAWA) and on August 28, 2006 signed into law technical corrections to the Act. VAWA addresses various housing needs for victims of domestic violence and its primary objectives are to reduce violence against women and to protect, or increase the protection of, the safety and confidentiality of women who are victims of abuse. On March 7, 2013, President Obama signed into law the Violence Against Women Reauthorization Act of 2013 (VAWA 2013). VAWA 2013 expanded protections to victims of sexual assault and replaced the term “immediate family member” to “affiliated individual”.

Applicants who otherwise qualify for assistance or admission will not be denied admission on the basis that the applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. VAWA does not limit HANO’s authority to deny assistance to an individual or family that is not otherwise qualified or eligible for assistance.

Criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control will not be the basis 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 that domestic violence, dating violence, or stalking.

Incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be construed either as serious or repeated violations of the lease by the victim of such violence or as good cause for terminating the tenancy or occupancy rights of the victim of such violence.

Notwithstanding the foregoing, HANO may exercise its authority to 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, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant.

Further, HANO retains its authority to terminate the tenancy of any tenant if HANO concludes that there is an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant is not terminated from assistance. VAWA does not limit HANO’s authority to deny or terminate assistance to an individual or family that is not otherwise qualified or eligible for assistance.
A. VAWA Documentation

Victim Documentation

An applicant claiming that the cause of an unfavorable rental history is due to a member of the applicant family being either currently or in the past a victim of domestic violence, dating violence, sexual abuse or stalking must provide documentation:

- Demonstrating the connection between the abuse and the unfavorable history.
- Naming the perpetrator of the abuse, if safe to provide and known to the victim.
- Permissible documentation includes:
  - A statement signed by the victim certifying that the information provided is true and correct and that it describes bona fide incident(s) of actual or threatened domestic violence, dating violence, sexual assault, or stalking.
  - A police or court record documenting the domestic violence, dating violence, sexual assault, or stalking.
  - Documentation signed by a person who has assisted the victim in addressing domestic violence, dating violence, sexual assault, or stalking. This person may be an employee, agent, or volunteer of a victim service provider, an attorney, or a medical or other knowledgeable professional. The person signing the documentation must attest under penalty of perjury to the person’s belief that the incidents in question are bona fide incidents of abuse. The victim must also sign the documentation.

Perpetrator Documentation

If the perpetrator of the abuse is a member of the applicant family, the applicant must provide additional documentation consisting of one of the following:

- A signed statement 1) requesting that the perpetrator be removed from the application and 2) certifying that the perpetrator will not be permitted to visit or to stay as a guest in the assisted unit or
- Documentation that the perpetrator has successfully completed, or is successfully undergoing, rehabilitation or treatment. An employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance in addressing the abuse must sign the documentation.
The signer must attest under penalty of perjury to his or her belief that the rehabilitation was successfully completed or is progressing successfully. The victim and perpetrator must also sign or attest to the documentation.

**Time Frame for Submitting Documentation—Applicant**

The applicant must submit the required documentation with her or his request for an informal hearing or must request an extension in writing at that time. If the applicant so requests, HANO will grant an extension of 10 business days, and will postpone scheduling the applicant’s informal review until after it has received the documentation or the extension period has elapsed. If, after reviewing the documentation provided by the applicant, HANO determines that the family is eligible for assistance, no informal review will be scheduled and HANO will proceed with admission of the applicant family.

**Resident Documentation**

When a family is facing assistance termination because of the actions of a tenant, household member, guest, or other person under the tenant’s control and a participant or affiliated individual of the tenant’s family claims that she or he is the victim of such actions and that the actions are related to domestic violence, dating violence, or stalking, HANO will require the individual to submit documentation affirming that claim including one of three methods for certification of a claim:

- A completed HUD form 50066; and/or
- A Federal, State, tribal or territorial or local police or court record; and/or
- Documentation signed and attested to by a medical professional from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking, or the effects of abuse, in which the professional attests under penalty of perjury to the professional’s belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence or stalking has signed or attested to the documentation.

Individuals or families claiming that they are a victim of domestic violence, dating violence or stalking may obtain a HUD form 50066 from designated HANO locations.

**Time Frame for Submitting Documentation—Resident**

The resident must submit the required certification and supporting documentation to HANO within 14 business days after HANO issues the Notice of Termination. The 14-day deadline may be extended at HANO’s discretion.

If the individual does not provide the required certification and supporting documentation within 14 business days, or within the approved extension period, HANO may proceed with denial or termination of assistance.

If HANO can demonstrate, an actual and imminent threat to other tenants or those employed at or providing service to the property if the participant’s tenancy is not
terminated, HANO will bypass the standard process and proceed with the immediate termination of the family’s assistance.

**Victim Documentation**

If an applicant or resident claims that the cause of an unfavorable history or lease violation is that a member of the applicant or resident family is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, HANO or its Agents will request documentation demonstrating the connection between the abuse and the unfavorable history or lease violation. Permissible documentation can include:

1. HUD form 5382 which acts as certification of domestic violence, dating violence, sexual assault, or stalking against you;
2. A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
3. A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
4. At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

**Perpetrator Documentation**

If the perpetrator of the abuse is a member of the applicant family, the applicant must provide additional documentation consisting of one of the following:

- A signed statement 1) requesting that the perpetrator be removed from the application and 2) certifying that the perpetrator will not be permitted to visit or to stay as a guest in the assisted unit or
- Documentation that the perpetrator has successfully completed, or is successfully undergoing, rehabilitation or treatment. An employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance in addressing the abuse must sign the documentation.

The signer must attest under penalty of perjury to his or her belief that the rehabilitation was successfully completed or is progressing successfully. The victim and perpetrator must also sign or attest to the documentation.

**Time Frame for Submitting Documentation**

Applicants and residents will have 14 business days to submit required certified
documentation upon receipt of written request from HANO or its Agents. In instances of eviction, the Notice of Lease Termination will serve as the written request to provide VAWA documentation.

The 14-day deadline may be extended at HANO’s discretion.

If the individual does not provide the required certification and supporting documentation within 14 business days, or within the approved extension period, HANO may proceed with denial, eviction, or termination of assistance.

If HANO can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the participant’s tenancy is not terminated, HANO will bypass the standard process and proceed with the immediate termination of the family’s assistance.

B. HANO Confidentiality Requirements

All information provided to HANO regarding domestic violence, dating violence, or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence and may neither be entered into any shared database nor provided to any related entity, except to the extent that the disclosure is:

- Requested or consented to by the individual in writing;
- Required for use in an eviction or termination proceeding; or
- Otherwise required by applicable law.

If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, HANO will inform the victim before disclosure occurs so that safety risks can be identified and addressed.

C. VAWA Definitions

The definitions applicable to the Violence Against Women Act (VAWA) are the following:

**Domestic Violence:** The term domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.

**Dating Violence:** The term dating violence means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a
consideration of the following factors:

- The length of the relationship;
- The type of relationship; and
- The frequency of interaction between the persons involved in the relationship.

Stalking:

- To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or
- To place under surveillance with the intent to kill, injure, harass, or intimidate another person; and
- In the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (1) that person, (2) a member of the immediate family of that person, or (3) the spouse or intimate partner of that person.

Affiliated individual means, with respect to a person:

- A spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in the position or place of a parent; or
- Any individual, tenant, or lawful occupant living in the household of that individual.

D. Notification to Applicants and Tenants Regarding Protections Under VAWA

HANO and its Agents will provide applicants and tenants with the notifications described in this section of their protections and rights under VAWA.

HANO and its Agents will include in all notices of denial a statement explaining the protection against denial provided by VAWA.

HANO and its Agents will include in all lease termination notices a statement explaining the protection against termination provided by VAWA.

HANO and its Agents acknowledge that a victim of domestic violence, dating violence, sexual assault or stalking may have an unfavorable history (i.e., a poor credit history, non-payment of rent, a record of previous damage to an apartment/Public Housing unit, a prior/current arrest record) that would warrant denial or termination under HANO’s policies. Therefore, if HANO makes a determination to deny admission to an applicant family or terminate assistance to a resident family, HANO will include in its notice of denial/termination:
• A statement of the protection against denial provided by VAWA;
• A description of HANO confidentiality requirements; and
• A request that an applicant/head of household wishing to claim this protection submit to HANO documentation meeting the specifications outlined in this ACOP with a request for an informal review or hearing, whichever is applicable.

E. Terminating Tenancy of a Domestic Violence Offender

This section does not provide protection for perpetrators of domestic violence, dating violence or stalking. HANO may 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 without terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant. This authority supersedes any local, State, or other Federal law to the contrary. However, if HANO chooses to exercise this authority, HANO will follow any procedures prescribed by HUD or by applicable local, State, or Federal law regarding termination of assistance.

When the actions of a participant or other family member result in a decision to terminate the family’s assistance and another family member claims that the actions involve criminal acts of physical violence against family members or others, HANO will request that the victim submit the required certification and supporting documentation in accordance with the stated timeframe.

If the certification and supporting documentation are submitted within the required timeframe, or any approved extension period, HANO will terminate the offender’s assistance. If the victim does not provide the certification and supporting documentation, as required, HANO will proceed with termination of the family’s assistance.

If HANO can demonstrate, an actual and imminent threat to other tenants or those employed at or providing service to the property if the participant’s tenancy is not terminated, HANO will bypass the standard process and proceed with the immediate termination of the family’s assistance.

F. Transfers under VAWA

In its reasonable discretion, HANO may allow a family to move in violation of its lease if the family has complied with all other obligations of the public housing program and has moved out of the assisted unit in order to protect the health or safety of an individual who is or has been the victim of domestic violence, dating violence or stalking and who reasonably believes that he or she is imminently threatened by harm from further violence if he or she remains in the assisted unit. Procedures for emergency transfer requirements will be followed.

In accordance with the Violence Against Women Act (VAWA), HANO allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant’s current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual
orientation. The ability of HANO to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether HANO or its Agents have another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy. This plan for emergency transfers under VAWA identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD).

**Eligibility for Emergency Transfers**

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD’s regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises during the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan. Tenants who are not in good standing due to serious lease violations from incidents of domestic violence, dating violence, sexual assault, or stalking may still request an emergency transfer if they meet the eligibility requirements in this section. Tenants may not be eligible for transfer if they have serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking.

**Emergency Transfer Request Documentation**

To request an emergency transfer, the tenant shall notify their Site Manager and submit a written request for a transfer. The Site Manager will forward this request to the HANO Asset Management Department. HANO’s Asset Management Department will coordinate with all Signature Communities, third party managed communities, and HANO managed communities to identify if a suitable and safe unit is available for transfer. “Available unit” is defined as a vacant or on-notice public housing or PHA/LIHTC unit for which a residential lease has not been signed. Emergency transfers under VAWA should take precedence over all other transfers and new admissions, except in the event of a reasonable accommodation for a resident or applicant needing a UFAS unit.

HANO will provide reasonable accommodations to this policy for individuals with disabilities. The tenant’s written request for an emergency transfer should include either: 1. A certified statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under HANO’s program; OR 2. A certified statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding
the tenant’s request for an emergency transfer.

3. HANO or its Agents, at their discretion, may ask for documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking, if this has not already been provided by the victim.

Confidentiality

HANO and its Agents will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives HP written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act for more information about HANO’s responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

Emergency Transfer Timing and Availability

HANO or its Agents cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. HANO will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. HANO may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If the tenant who needs an emergency transfer is not eligible for any unit that is available and deemed safe, HANO will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant’s request, HANO will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

Removing the Abuser or Perpetrator from the Household

If the abuser or perpetrator of the domestic violence, dating violence, sexual assault, or stalking is a member of the victim’s household, HANO or its Agents may divide (bifurcate) the household’s lease in order to evict the individual or terminate the assistance of the individual who has engaged in the criminal activity directly relating to the occurrence(s). If HANO or its Agents chooses to remove the abuser or perpetrator, it will not take away the rights of the remaining and eligible tenants to the unit or punish the remaining tenants. HANO and its Agents will follow all Federal, State, and local eviction procedures.

Safety and Security of Tenants
Before processing the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network’s National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at https://ohl.rainn.org/online/.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime’s Stalking Resource Center at https://www.victimsofcrime.org/our-programs/stalking-resource-center.

A local resource for domestic violence victims is the New Orleans Family Justice Center who can be contacted at their 24 Hr Crisis Hotline (504) 866-9554 or you may contact the LA Statewide Hotline: 1-800 411-1333.
Chapter 14
COMPLAINTS, GRIEVANCES AND APPEALS

― Introduction

The informal hearing requirements defined in HUD regulations are applicable to participating families who disagree with an action, decision, or inaction of the PHA or its Agents. This Chapter describes the policies to be used when families disagree with HANO or its decision. It is the policy of HANO or its Agents to ensure that all families have the benefit of all protections due to them under the law.

Grievances shall be handled in accordance with HANO’s approved Grievance Procedures. The written grievance procedure is incorporated into this document by reference and is the guideline to be used for grievances and appeals.

The Housing Authority of New Orleans (HANO) and its Agents shall provide Residents of Public Housing and PHA/LIHTC units the opportunity to an effective and efficient settlement of a grievance against the Housing Authority, its Agents and/or its employees, in accordance with the following policy and procedures. The Housing Authority Grievance Policy as stated herein sets forth the requirements, standards and criteria for Residents, HANO, and its Agents to utilize in the settlement of disputes. This policy shall be provided to all Residents upon execution of a Residential Lease Agreement and shall be incorporated as part thereof.

B. Applicability

The Housing Authority of New Orleans and its Agents shall respond to any dispute, which a resident may have with respect to HANO’s or its Agents action or failure to act, provided that such action or failure to act, adversely affects the individual resident’s rights, duties, welfare or status. This policy shall apply to all individual grievances unless otherwise stated herein. This policy does not in any way prohibit any individual resident from seeking other remedies, which may be available under federal, state and/or local laws.

B. Due Process

The U.S. Department of Housing and Urban Development (HUD) has issued a due process determination for eviction proceedings for the State of Louisiana. According to state law, Louisiana residents are given the opportunity for a hearing in a court, which provides the basic elements of due process, before eviction from a dwelling unit. Therefore, this Grievance Policy shall not apply to any termination of tenancy or eviction that involves the following:

• any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by residents, HANO employees, or its Agents.
• any drug-related criminal activity on or off such premises
• violent criminal activity on or off the premises
• violations of the VAWA Act
• any activity resulting in a felony conviction of any member of the household
--- Disputes

The Grievance Policy shall not be applicable to disputes between residents not involving HANO, its Agents, or to class action disputes. Furthermore, the Grievance Policy is not a forum for initiating or negotiating policy changes between a group or groups of residents and HANO’s Board of Commissioners. Therefore, individuals acting as Hearing Officers in accordance with the procedures outlined below will have no authority to change any provision of the Residential Lease Agreement, the Grievance Policy or any other related operational policy of HANO or its Agents. Agents of the Signature Communities may appoint a member of their Senior Management team to be the Hearing Officer.

--- Definitions

The following definitions shall apply to this policy and the corresponding procedures.

- **Grievance**—any dispute which a resident may have with respect to HANO or its Agents actions or failure to act in accordance with the Residential Lease Agreement or other HANO policies, rules and regulations which adversely affect the individual resident’s rights, duties, welfare or status.

- **Complainant (Resident)**—the head or co-head of a household whose grievance is presented to HANO or its Agents in accordance with the procedures outlined in this policy.

- **Drug-Related Activities**—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. Section 802)

- **Due Process Determination**—a determination by the U.S. Department of Housing and Urban Development (HUD) that the laws of the jurisdiction (Louisiana) require that the resident be given an opportunity for a hearing in court which provides the basic elements of due process before eviction from the dwelling unit.

- **Hearing Officer**—a person selected in accordance with federal regulations and the procedures stated below, to hear grievances and render a decision with respect thereto.

- **Hearing Panel for HANO’s Managed Sites**—a panel selected in accordance with federal regulations and the procedures stated below, to hear grievances and render a decision with respect thereto. HANO Panel is composed of Hearing officer, a resident, and another HANO staff person.

- **Resident**—the head or co-head as designated on the Residential Lease Agreement who resides in the dwelling unit or, if no such person now resides in the unit, an adult who resides in the unit and is the remaining member of a resident household.
F. GRIEVANCE PROCEDURES

GENERAL

Residents are encouraged to bring to the attention of HANO or its Agents personnel at the site where the Resident resides or other location as directed by management, any issues, which they feel adversely affect their tenancy. Management staff will make every effort to resolve any differences orally, prior to initiation of the Grievance Proceedings. If an issue is not resolved to the satisfaction of the Resident, the head or co-head of the household, may invoke the Grievance Policy through compliance with the following procedures. All forms included in this procedure will be produced in triplicates; one copy for the resident, one for the resident’s file and one for the Site Manager.

Grievance Request Form

The grievance shall be personally presented, in writing, to HANO or its Agents, at the office of the community in which the resident resides, within ten (10) days of the action or failure to act, which the resident is disputing. Oral grievances will be accepted in cases of special accommodations for disabled residents or residents with reading and writing hardships. A grievance request form shall be available at all community offices and utilized by residents to initiate the Grievance Procedures.

Upon presentation of the grievance request form, site personnel shall date stamp said form and return stamped copy to resident. The Site Manager will review the request, assuring that the Grievance Policy applies to said request. If the request involves any of the exclusions identified above, the Site Manager will notify the resident in writing within five (5) days from receipt of the request for a grievance that the grievance is not subject to HANO’s Grievance Policy.

Informal Settlement of Grievances

If the request is subject to HANO’s Grievance Policy, the Site Manager shall notify the resident in writing using the grievance request form and arrange an informal interview with the resident, within ten (10) days from the date of receipt of the request, to discuss the grievance and attempt to settle it without a formal hearing. At the informal interview, the Site Manager shall make every attempt to settle the dispute to the satisfaction of both parties.

Informal Interview Summary

A summary of such discussion shall be prepared within five (5) days from the date of the informal interview. This summary shall contain the following information:

- names of the participants in the interview;
- date of the meeting;
- the proposed disposition of the grievance;
the justification for the disposition action;
the right of the Resident to request a formal hearing if they are not satisfied with the outcome of the informal meeting.

A copy of the summary shall be given to the resident, and one retained in the file at the community where the resident resides.

**Procedures to Obtain a Grievance Hearing**

**Request for a Hearing**

Upon receipt of the summary of the informal meeting discussed above, the resident may request a hearing if they were not satisfied with the decision of the Site Manager. Such request must be submitted in writing to the HANO or its Agents to start the action or sought relief.

**Ineligible Immigration Status**

If the resident family has been determined ineligible due to immigration status, the family may request that HANO or its Agents provide for an informal hearing after the family has received notification of an INS (Immigration and Naturalization Services) decision on appeal, or in lieu of request of appeal to the INS. The resident family must make this request within 30 days of receipt of the Notice of Denial or Termination of Assistance or within 30 days of receipt of the INS appeal decision.

**Selection of Hearing Officer and Panel**

HANO or its Agents in accordance with the following guidelines shall appoint a hearing officer:

- The hearing officer shall be an impartial party or parties and shall be someone other than the person who made or approved the action under review or a subordinate of such person.
- HANO shall consult with the City-Wide Resident Organization before appointment of each hearing officer and notify each Resident Council of such appointment. Agents of a Signature Community may appoint a member of their Senior Management team to be the Hearing Officer.
- Any comments or recommendations submitted by resident councils shall be considered by HANO before the appointment of a hearing officer.
- Once appointed, each hearing officer may continue to hear subsequent grievances without further consultation with Resident Councils; however, each resident organization shall have the right to submit written objections to HANO concerning the propriety of any hearing officer continuing to hear HANO’s grievances.
• Any such objection by a Resident Council shall be considered by HANO and a written response given to each resident organization regarding the disposition of such objections.

• HANO shall keep and update as necessary, a list of approved potential hearing panel members.

• Each Resident Council Corporation in conjunction with the City Wide Resident Organization shall submit the names, addresses and phone numbers of five (5) residents from each site who have agreed to be part of the hearing panel pool. A quorum of two (2) panel members, one (1) resident and one (1) HANO employee and the Hearing Officer is required for a Formal Grievance Hearing to be held. The resident selected for the panel cannot be a resident at the Community where the complainant resides and the HANO employee cannot be a person currently employed in the Housing Management Department. The Hearing Officer will render a decision if both panel members cannot agree on a hearing decision.

In addition to the foregoing, any Complainant may request the removal of the hearing officer that was assigned to hear the Complainant’s grievance, upon demonstrating that the hearing officer is not impartial or will not afford the resident a fair hearing. The Complainant may request HANO’s Executive Director to order a new hearing if the request for removal is improperly denied by HANO.

**Failure to Request a Hearing**

If the Complainant does not request a hearing in accordance with the procedures presented in this policy, HANO’s or its Agent’s disposition of the grievance shall become final. The failure to request a hearing shall not constitute a waiver by the Complainant of his right thereafter to contest HANO’s action in disposing of the complaint in an appropriate judicial proceeding.

**Hearing Prerequisite**

All grievances shall be personally presented either orally or in writing at an informal interview with the Site Manager prior to the request for a formal grievance hearing. If the Complainant shall show good cause to the hearing officer, the hearing officer may waive why he failed to comply with the informal interview procedures, the provisions of this subsection.

**Escrow Deposit**

Before a hearing is scheduled in any grievance involving the amount of rent as defined in the lease which HANO or its Agents claims is due, the resident shall pay to HANO or its Agents an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place.

The resident shall thereafter deposit monthly the same amount of the monthly rent in an escrow account held by HANO or its Agents until the complaint is resolved by a decision of the Hearing Officer. Amounts deposited into the escrow account shall not be
considered as acceptance of money for rent during the period in which the grievance is pending.

In extenuating circumstances, HANO or its Agents may waive these requirements. Unless so waived, the failure to make such payment shall constitute termination of the grievance procedures.

However, failure to make payment shall not constitute a waiver of any right the resident may have to contest HANO’s or its Agent’s disposition of his grievance in any appropriate judicial proceeding.

In the rare instances where a resident is challenging termination of the lease, the Policy on the escrow deposit is still applicable.

Scheduling Of Hearings

If the informal interview with the Site Manager does not satisfactorily resolve the issue for the resident, the resident may submit a written request for a grievance hearing. The following procedures will be followed:

- The hearing officer will schedule the grievance hearing for a time and place that is reasonably convenient to both the Complainant and HANO or its Agents. The Complainant is responsible for notifying management if a Complainant representative will be present at the hearing.

- A written notification specifying the time, place and procedures governing the hearing shall be delivered to the Complainant and the Complainant’s representative and the appropriate HANO or its Agents official. The notice will document the date the complainant was notified of the hearing date.

- The hearing shall take place not later than 45 days after presentation of the written request for hearing. If the hearing is not conducted within such a 45 day period, or by such later date as may be requested by the Complainant in writing, then the grievance shall be resolved in accordance with the position stated by the Complainant in the written request for hearing.

- The opportunity to examine before the grievance hearing any documents, including records and regulations that are directly relevant to the hearing. The Complainant shall be allowed to copy any such document at Complainant’s expense. If HANO or its Agents do not make the document available for examination upon request by the Complainant, HANO or its Agents may not rely on such document at the grievance hearing.

- The Complainant has the right to be represented by counsel or other person chosen as the Complainant’s representative and to have such person makes statements on the Complainant’s behalf.
• The Complainant has the right to a private hearing unless the Complainant requests a public hearing.

• The Complainant has the right to present evidence and arguments in support of Complainant’s complaint, to controvert evidence relied upon by HANO, its Agents or project management, and to confront and cross-examine all witnesses upon whose testimony or information HANO or its Agents or project management relies;

HANO or its Agent’s failure to schedule a hearing in accordance with this Paragraph shall be final and binding upon HANO or its Agents, and no appeal will be permitted therefrom.

Procedures Governing a Fair Hearing

The Complainant shall be afforded a fair hearing, which shall include:

• A decision based solely and exclusively upon the facts presented at the hearing.

The hearing officer may render a decision without proceeding with the hearing if the hearing officer determines that the issue has been previously decided in another proceeding.

Failure to Appear at Scheduled Hearing

If the Complainant or HANO or its Agents fails to appear on the first scheduled hearing, the hearing officer will allow one additional scheduled hearing within five (5) business days. If the Complainant or HANO or its Agents fails to appear on the second scheduled hearing, the party failing to appear waives their rights in the hearing. The hearing officer shall notify both the Complainant and HANO or its Agents of the determination. A determination that the Complainant has waived his right to a hearing shall not constitute a waiver of any right the Complainant may have to contest HANO or its Agent’s disposition of the grievance in an appropriate judicial proceeding.

Complainant Presentation

At the hearing, the Complainant must first make a showing of an entitlement to the relief sought and thereafter HANO or its Agents must sustain the burden of justifying HANO’s or its Agents action or failure to act against which the complaint is directed.

The hearing officer and oral or documentary evidence pertinent to the facts shall conduct the hearing informally and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings.
**Conduct of Participants**

Because the grievance procedure is not a judicial proceeding, it shall not be necessary for any of the witnesses to be sworn in. However, to ensure the integrity of the proceedings, all witnesses shall be cautioned that they are expected to tell the truth, the whole truth, and nothing but the truth.

The hearing officer shall require HANO or its Agents, the Complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion.

Failure to comply with the directions of the hearing officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate, in the sole and absolute discretion of the hearing officer.

**Transcripts of Hearing**

The Complainant or HANO or its Agents may arrange, in advance at the expense of the party arranging, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

**Reasonable Accommodation**

If the Complainant has given HANO or its Agents advance notice of the Complainant's need for accommodation as a person having disabilities, HANO or its Agents shall provide reasonable accommodation for such person to permit that person to participate in the hearing. Reasonable accommodation shall include, but shall not be limited to, qualified sign language interpreters, readers, accessible locations, or attendants.

If the Complainant is visually impaired, and has given advance notice to HANO or its Agents of such impairment, any notice to Complainant, which is required under this grievance procedure, shall be in an accessible format.

**Stages of the Hearing Process**

The following identifies the key components of the hearing process:

- **Opening Statements**: Both the Complainant or the Complainant’s representative, and HANO or its Agents shall be afforded a maximum of five (5) minutes for opening statements.

- **Complainant Presentation of Evidence and Witnesses**: At the onset of the hearing, it will be the Complainant’s responsibility to make a showing of an entitlement to the relief sought. During this time, all evidence shall be presented, and witnesses called.

- **Cross Examination and Redirection of Testimony**: Upon completion of the
testimony, HANO or its Agents shall have an opportunity to cross-examine the witnesses of the Complainant. Upon completing the cross-examination, the Complainant shall be afforded an opportunity to present or redirect testimony. Upon completion of the redirected testimony, the hearing officer shall be afforded an opportunity to ask questions to clarify information.

- **HANO Presentation of Evidence and Witnesses:** Once the testimony of the Complainant is completed, it will then become the responsibility of HANO or its Agents to sustain the burden of proof in justifying the action against which the complaint is directed. During this time, all evidence shall be presented and witnesses called.

- **Complainant Cross Examination and Redirection of Testimony:** Upon completion of the testimony, the Complainant shall have an opportunity to cross-examine the witnesses of HANO or its Agents. Upon completing the cross-examination, HANO or its Agents shall be afforded an opportunity to redirect testimony. Upon completion of the redirected testimony, the hearing officer shall be afforded an opportunity to ask questions to clarify information.

- **Rebuttal Witnesses:** Once the testimony of HANO or its Agents is completed, the Complainant may call rebuttal witnesses who shall testify as described in the procedures stated above.

- **Complaints Involving Eviction or Other Adverse Action:** Where the complaint concerns HANO’s notice of termination of tenancy or other adverse action, HANO or its Agents shall present its evidence first. The hearing shall proceed generally as described above, and HANO shall have the right to call rebuttal witnesses.

- **Closing Argument:** After all evidence and witnesses have been presented, each side shall be afforded a maximum of ten (10) minutes for closing arguments. Closing argument shall be presented first by the party presenting its evidence first. There shall be no rebuttal argument allowed.

**Decision of the Hearing Officer**

**Notification Requirements**

The hearing officer shall prepare a written decision, together with the reasons therefore, within ten (10) days after the hearing unless such time is extended by agreement of the Complainant and HANO or its Agents. A copy of the decision shall be sent to the Complainant and HANO or its Agents. HANO or its Agents shall retain a copy of the decision in the Complainant’s folder.

A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by HANO or its Agents and made available for inspection by a prospective Complainant, his representative, or a hearing officer.
Failure to Provide Timely Decision

In the event the hearing officer shall not prepare a written decision within ten (10) days as required by this paragraph, the Complainant may, at his election, be afforded a new hearing before a new hearing officer, or serve written notice upon HANO or its Agents that a written decision has not been issued in accordance with the provisions of this paragraph.

Right to a New Hearing

If the Complainant elects to invoke his right to a new hearing, HANO or its Agents shall schedule such hearing within ten (10) days. HANO or its Agents’ failure to conduct a hearing within such ten (10) day period shall result in a disposition of the grievance in favor of the Complainant in accordance with the Complainant’s written request for hearing.

If Complainant elects to give written notice of the hearing officer’s failure to prepare a written decision, and such failure shall not be corrected within ten (10) days of the receipt by HANO or its Agents of such written notice, then the Complainant’s grievance shall be resolved in favor of the Complainant as stated in the Complainant’s written request for a hearing.

Final Decision

The decision of the hearing officer shall be binding on HANO or its Agents which shall take all actions, or refrain from any actions, necessary to carry out the decision within forty-five (45) days from the date thereof unless HANO or its Agents notifies the Complainant within the forty-five (45) day period of its determination, that:

- The grievance does not concern HANO or its Agents action or failure to act in accordance with or involving the Complainant’s lease or HANO or its Agents regulations, which adversely affect the Complainant’s rights, duties, welfare or status;

- The decision of the hearing officer is contrary to applicable federal, state or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and HANO or its Agents;

- A decision by the hearing officer in favor of HANO or its Agents or which denies the relief requested by the Complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the Complainant may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

Introduction

Residents of federally-subsidized Public Housing and PH/LIHTC units are encouraged to bring to the attention of the Site Manager, at the community in which they reside, any issues which they feel adversely affect their tenancy. Management will make every
effort to resolve these disputes through conferences or informal meetings with the resident at the site office. If the issue cannot be resolved to the resident’s satisfaction, and management’s action, or failure to act, affects the resident’s rights or status, the resident, head, or co-head of the household may invoke the following procedures in which to have the dispute settled.

The Housing Authority of New Orleans (HANO) and its Agents provide residents of federally-subsidized Public Housing and PH/LIHTC units with the opportunity of an effective and efficient hearing of a grievance to settle a dispute which the resident may have with respect to HANO’s or its Agents action, or failure to act, in accordance with the Residential Lease Agreement or other HANO policies, rules, and regulations, provided that such action or failure to act adversely affects the individual resident’s rights, duties, welfare, or status. This policy shall be provided to all Residents upon execution of a Residential Lease Agreement and shall be incorporated as part thereof.

This policy shall apply to all individual grievances unless otherwise stated herein. This policy does not in any way prohibit any individual resident from seeking other remedies, which may be available under federal, state and/or local laws.

**Disputes not subject to the Grievance Policy**

The U.S. Department of Housing and Urban Development (HUD) has issued a due process determination for eviction proceedings for the State of Louisiana. According to state law, Louisiana residents are given the opportunity for a hearing in a court before eviction from a dwelling unit, which provides the basic elements of due process.

Therefore, this Grievance Policy shall not apply to any termination of tenancy or eviction due to the following lease violations:

- any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by residents, HANO employees, or its Agents.
- any drug-related criminal activity on or off such premises
- violent criminal activity on or off the premises
- violations of the VAWA Act
- any activity resulting in a felony conviction of any member of the household

The Grievance Policy shall not be applicable to disputes between residents not involving HANO, its Agents, or to class action disputes. Furthermore, the Grievance Policy is not a forum for initiating or negotiating policy changes between a group or groups of residents and HANO’s Board of Commissioners. Therefore, individuals acting as Hearing Officers in accordance with the procedures outlined below will have no
authority to change any provision of the Residential Lease Agreement, the Grievance Policy or any other related operational policy of HANO or its Agents.

When HANO or its Agents reject an applicant for their public housing programs, HANO or its Agents will provide an informal hearing which is not a grievance hearing. The purpose of the informal hearing is to permit the applicant to discuss reasons for rejection, present contrary evidence, additional proof of eligibility, and claim mitigating circumstances if available. The Grievance Policy shall not apply to applicants to PH or PH/LIHTC housing.

**Signature Communities Grievance Procedures**

Signature Communities that may have separate grievance hearing procedures in place that have been incorporated into a management plan approved by HUD and/or HANO must be in compliance with all applicable federal, state, or local law, and HUD regulations or requirements. Such separate policies and procedures must be made a part of the lease agreement as addendums for residents of the PH or PH/LIHTC units at their communities. Such policies and procedures must be in compliance with all applicable federal, state, or local law, and HUD regulations or requirements, and take precedence over the procedures in the ACOP herein for residents of such units. Signature Communities that do not have separate grievance hearing procedures that have been approved by HUD or HANO must follow the procedures in the ACOP. If a Signature Community chooses to make any changes to its grievance policy or procedures, it must submit the proposed changes to HANO for review and approval. Following approval by HANO, the Signature Community will provide at least thirty (30) days prior written notice to Lessees and Lessee organizations of the proposed changes with an opportunity to submit written comments regarding the proposed changes.

**IMPLEMENTING THE GRIEVANCE POLICY:**

**A. Informal settlement of grievances**

The first required step in the grievance process is to attempt an informal settlement. Grievances always originate with a resident, who may present the grievance initially either orally or in writing. Grievances shall be accepted at the site’s management office. The resident must file the grievance within 10 business days of the grievable event. If the grievance involves allegations of discrimination or harassment against staff, the resident shall submit the grievance to the next level of supervision or to the Director of the Asset Management Department.

Grievances received by the Legal Department that have not been informally reviewed by management shall be referred to the site’s management office for review and the resident notified of the referral. This requirement may be waived if the resident is able to show good cause for by-passing this step in the grievance policy.

HANO shall contact the resident within 10 business days of receipt of the grievance, to meet and discuss the issue informally and to attempt to settle the grievance if possible. A summary of such discussion shall be prepared within 10 days of the
informal hearing, and one copy shall be given to the tenant and one retained in the tenant's file. The summary shall specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefor.

If the resident is not satisfied with the outcome of the informal review, he or she may submit a written request for a formal grievance hearing to the site's management office within 10 business days of the date of receiving the results of the informal review.

If the resident does not request a hearing within 10 business days, HANO's disposition of the grievance under the informal settlement of grievances shall become final. The resident's failure to request a hearing shall not constitute a waiver by the resident of his or her right to contest the Housing Authority's action in any subsequent judicial proceeding.

B. Hearing Officer and Panel

The formal grievance hearing shall be conducted by an impartial, three (3) person panel appointed by HANO. The panel shall consist of 1) a Hearing Officer, which may be a HANO employee or contracted independent hearing officer, 2) a HANO employee, and 3) a current public housing resident. HANO shall consult with the Resident Advisory Board to obtain three nominees of public housing residents to serve on the hearing panel. The resident selected for the panel cannot be a resident at the community where the complainant resides. No person who made or approved the action being grieved or who has some interest in the matter under review, or who appears to lack impartiality, shall be appointed.

C. Escrow Deposits for Grievances for Non-payment of Rent

If a grievance involves the amount of rent owed by the resident, before a hearing is scheduled, the resident must pay into an escrow account with HANO the amount of rent that is due and owing as of the first of the month preceding the month in which the act or failure to act took place. Monthly thereafter the resident shall deposit the same amount of rent into the escrow account until the complaint is resolved by decision of the hearing officer. At that time, funds from the escrow account shall be disbursed to HANO or the resident according to the hearing officer decision. HANO shall waive this requirement if the resident is paying minimum rent and the grievance is based on a request for a hardship exemption or imputed welfare income. Failure to make an escrow deposit when due shall result in termination of the grievance procedure, and all rent owed by the resident shall become immediately due and payable. Failure to make an escrow deposit, however, does not waive the resident's right to contest HANO's action in any judicial proceeding.

CD. Grievance Hearing

The resident who has requested the hearing shall be afforded a fair hearing which shall include:
1. the opportunity to examine before the hearing any HANO documents, including records and regulations related to the adverse action. The resident shall be allowed to copy, at the resident’s expense, any document(s) available. If HANO does not make any available and requested document available for examination, then HANO may not rely on such document at the hearing;

2. the right to be represented by counsel or other person chosen by the resident;

3. a private hearing unless the resident requests a public hearing;

4. the right to present evidence and arguments in support of the complaint, to controvert evidence relied upon by HANO, and to confront and cross-examine all HANO witnesses; and

5. a decision based upon the facts presented at the hearing.

A request to examine any Housing Authority documents, including records and regulations related to the adverse action, must be received no later than 3 business days prior to the scheduled grievance hearing. An appointment to examine the documents shall be scheduled with the Property Manager for a time convenient to both parties. The documents shall be made available at the management office. No resident will be allowed to “borrow” such documents for review or to otherwise take such documents out of the management office. Requested copies of any documents shall be provided as soon as is reasonably possible. Payment for copies shall be due upon receipt.

The rules of evidence of a judicial proceeding shall not apply in grievance hearings and both oral and written evidence will be permitted. All hearing participants must conduct themselves in an orderly fashion. The hearing officer may exclude any disorderly party from the proceedings and grant or deny relief as appropriate. All hearings will be tape recorded. The resident may request, in advance, a recorded transcript of the hearing. Such transcripts shall be made available at the resident’s expense.

The Housing Authority shall provide reasonable accommodations to allow persons with disabilities to participate in the hearing:

1. Reasonable accommodation may include, but shall not be limited to, a qualified sign language interpreter, reader, accessible location, or attendant.

2. For residents who are visually impaired and have given advanced notice to HANO or its Agents of such impairment, notices required under this policy and procedure shall be in an accessible format.

**DE. Failure to Appear**

If the resident or HANO/its Agents fail to appear at a scheduled hearing, without prior notice or explanation, the hearing officer shall dismiss the hearing and declare default, denying the relief requested by the party not appearing. With prior notice or
explanation, the hearing officer may make a determination to postpone the hearing for no more than five (5) business days.

DF. Grievance Hearing Decision

The Hearing Officer shall render the final hearing decision, with consultation from the panel members. The hearing officer shall issue a written decision within 10 business days following the hearing. The decision shall state the reason(s) for the hearing officer’s decision. The decision of the hearing officer shall be final and HANO/its Agents shall take no actions inconsistent with the decision unless the HANO’s Board of Commissioners determines, and promptly notifies the resident of its determination, that:

1. the grievance does not concern HANO/its Agents’ action or failure to act in accordance with or involving the resident's lease or HANO regulations, which adversely affect the resident’s rights, duties, welfare, or status; or

2. the decision of the hearing officer is contrary to applicable Federal, State, or local law, or HUD regulations or requirements.

A decision by the hearing officer or Board of Commissioners in favor of the HANO/its Agents shall not constitute a waiver of, nor affect in any manner, any rights the resident may have in any later judicial proceedings.

HANO or its Agents will maintain a log of hearing officer decisions and make the log available to the hearing officer, prospective complainants, and their representatives. The log will include the date of the hearing decision, the general reason for the grievance hearing (such as failure to pay rent, community service non-compliance, etc.), and whether the decision was in the favor of the resident or HANO/its Agents.
Chapter 15

FAMILY DEBTS TO THE HOUSING AUTHORITY OF NEW ORLEANS

A. INTRODUCTION

This Chapter describes HANO’s policies for the recovery of monies that have been underpaid by families. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is HANO’s policy to meet the informational needs of families, and to communicate the program rules in order to avoid family debts. Before a debt is assessed against a family, the file must contain documentation to support HANO’s claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the family or other interested parties. HANO’s Grievance policy applies. Agents of Signatures Communities may have a different policy in plus for the recovery of monies. The policy must be reviewed and approved by HANO.

When families owe money to the Housing Authority, HANO or its Agents will make every effort to collect it. HANO or its Agents will use a variety of collection tools to recover debts including, but not limited to:

- Requests for lump sum payments
- Civil suits
- Payment agreements
- Collection agencies
- Credit bureaus
- Income tax set-off programs

B. PAYMENT AGREEMENT FOR FAMILIES

A Payment Agreement as used in this Plan is a document entered into between HANO or its Agents and a resident who owes a debt to HANO. 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 HANO upon default of the agreement. Repayment agreements are defined in detail in HANO’s Rent Collection and Eviction policy.

Late Payments

A payment will be considered to be in arrears if:
The payment has not been received by the close of the business day on which the payment was due. If the due date is on a weekend or holiday, the due date will be at the close of the next business day.

If the family’s repayment agreement is in arrears, HANO or its Agents will:

Require the family to pay the balance in full;
Pursue civil collection of the balance due.
Terminate tenancy.

If the family requests a transfer to another unit and has a repayment agreement in place and the repayment agreement is not in arrears:

The family will be permitted to move.

There are circumstances in which HANO or its Agents will not enter into a repayment agreement. They are:

If the family already has a repayment agreement in place;
If HANO or its Agents determine that, the family has committed program fraud.

**Guidelines for Payment Agreements**

Payment agreements will be executed between HANO or its Agents and the head of household.

Monthly payments may be decreased in cases of hardship with the prior notice of the family, verification of the hardship, and the approval of the Site Manager.

No transfer will be approved until the debt is paid in full unless the transfer is the result Of Emergency transfers as defined in the Transfer policy or natural disaster.

**Additional Monies Owed**

If the family has a payment agreement in place and incurs an additional debt to HANO or its Agents:

HANO or its Agents will not enter into more than one payment agreement at a time with the same family.
C. DEBTS DUE TO FRAUD/NON-REPORTING OF INFORMATION

HUD’s definition of program fraud and abuse is a single act or pattern of actions that constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead.

Family Error/Late Reporting

Families who owe money to HANO or its Agents due to the family's failure to report increases in income will be required to repay the full amount (the sum) within a twelve-month period. If the family pays the amount in full within this time period, HANO or its Agents will continue assistance to the family.

Program Fraud

Families who owe money to HANO or its Agents due to program fraud will be required to repay the amount in full within 30 days or enter into a repayment agreement, paying 50% of the balance and repay the remaining balance in addition to the current within six months. During this repayment, the family is still eligible; HANO or its Agents will continue assistance to the family.

If a family moves out as a result of program fraud, the case will be referred to the Legal Department. Where appropriate, HANO or its Agents will refer the case for criminal prosecution.

D. WRITING OFF DEBTS

Agents of Signatures Communities may have a different policy in the management of writing off debts. If so, the policy must be reviewed and approved by HANO or its Agents.

Debts will be written off if the debtor's whereabouts are unknown and collection efforts have failed or the debtor is deceased.
COMMUNITY SERVICE and SELF-SUFFICIENCY

A. IMPORTANT NOTICE

The Community Service and Self-Sufficiency requirements of the U.S. Department of Housing and Urban Development (HUD) and HANO have been amended to include a Working Requirement as a part of the self-sufficiency program. There are several exemptions under the law for adult residents who are unable to participate in the either the Community Service and/or the Self-Sufficiency requirements. The exemptions are coded at §960.601, and are as follows:

- Age 62 years or older
- Blind or disabled
- Residents engaged in work activities may be exempted from completing the Community Service requirement
- Meet the requirements for being exempt from the Community Service Requirement due to being engaged in a work activity under the State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.) or under any other welfare program of the State in which the PHA is located, including a State-administered welfare-to-work program
- Members of a family receiving assistance, benefits, or services under the State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.); or under any other welfare program of the State in which the PHA is located, including a State-administered welfare-to-work program and has not been found by the State or other administering entity to be in noncompliance with such program.

In order for an individual to be exempt from the community service and/or self-sufficiency requirements because he/she is "engaged in work activities", the person must be participating in an activity that meets one of the following definitions of "work activity" in section 407(d) of the Social Security Act (42 U.S.C. 607(d)):

- Subsidized private-sector employment
- Work experience (including working associated with the Refurbishing of publicly assisted housing) if sufficient private sector employment is not available
- HANO Approved job-training
- Job-search and job-readiness assistance
- Vocational educational training (not exceed 12 months)
- Job-skills training directly related to employment
- Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency
- Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalency, in the case of a recipient who has not completed secondary school or received such a certificate
HUD strongly encouraged (PHA’s) to consider a minimum 30 hours per week to meet the work activity as described in Section 407(d) if the Social Security Act, and implementing regulations 45 CFR Section 261.31(a)(1).

The Community Service requirement is a monthly contribution of 8 hours per month or 96 hours for the year that residents must participates unless otherwise exempted. Participation in the self-sufficiency program will be encouraged for each adult family member to contribute to some form of work activity.

HANO and Agents Clients Service staff will conduct monthly meetings or arrange for outside contractors to provide life skill training courses that will provide basic skills training, English and literacy proficiency, financial and household management techniques and make referrals to assist with substance abuse and program necessary for residents to become ready to work. It is HANO’s ultimate goal for residents residing in HANO’s conventional and Signature Communities to participate in programs implemented by HANO and its Agent that assist and guide residents towards self-sufficiency through educational achievements and continuous employment after the date of placement and throughout their continued occupancy.

It must be apparent that employment is of a continuous, as opposed to a temporary nature, and the head of household and all adult members must anticipate such continuous employment after the date of placement. Self-employed individuals could qualify for this preference if the head of the household was able to demonstrate self-employment for, at least, three (3) months immediately prior to the date of the placement.

B. NON-RENEWAL OF LEASE FOR NON-COMPLIANCE WITH THE COMMUNITY SERVICE REQUIREMENT:

In the event that Resident household does not meet the requirement of Community and Self-Sufficiency Requirements, the Resident will be notified in writing of the non-compliance. The resident will still have the opportunity to correct the non-compliance as followed:

The Resident must provide documentation of compliance Community Service requirement

Noncompliance with the community service is a violation of this policy and is grounds for non-renewal of the lease at the end of a 12-month lease term, but not for termination of tenancy during the course of the 12-month lease term. However, non-renewal of lease is ultimately grounds for eviction. If the Resident fails to comply with the request for additional documentation or the resident fails to request a deferment within the timeline set forth in the notice of non-compliance, the Site Manager may elect not to renew the Resident’s lease.
GLOSSARY

I. GLOSSARY OF HOUSING TERMS

ACCESSIBLE DWELLING UNITS. When used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route, and when designed, constructed, or altered, can be approached, entered, and used by individuals with physical handicaps. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR 8.32 & 40, (the Uniform Federal Accessibility Standards) is "accessible" within the meaning of this paragraph.

ACCESSIBLE FACILITY. All or any portion of a facility other than an individual dwelling unit used by individuals with physical handicaps.

ACCESSIBLE ROUTE. For persons with a mobility impairment, a continuous, unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards (UFAC). For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility.

ADAPTABILITY. Ability to change certain elements in a dwelling unit to accommodate the needs of handicapped and non-handicapped persons; or ability to meet the needs of persons with different types and degrees of disability.

ADMISSION. Admission to the program is the effective date of the lease. The point at which a family becomes a resident.

AGENTS. An entity authorized to act on behalf of the Owner.

DESIGNATED HOUSING PLAN. The plan submitted by the PHA and approved by HUD under which the PHA is permitted to designate a building, or portion of a building, for occupancy by Elderly Families or Disabled Families.

ANNUAL INCOME. See section (TERMS USED IN DETERMINING RENT)

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

APPLICABLE PUBLIC HOUSING REQUIREMENTS. All requirements applicable to public housing, including, but not limited to the ACT, HUD regulations thereunder (and to the extent applicable, any HUD-approved waivers of regulatory requirements), the Mixed Finance ACC Amendment, HUD Notices, the Agreement Not to Alienate, the amended ACOP, the HOPE VI Grant Agreement, all written policies and procedures of HUD consistent with the Act and all applicable Federal statutory, regulatory and executive order requirements, as those requirements may be amended from time.

"AS-PAID" STATES. States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

ASSETS. (See Net Family Assets.)

ASSISTANCE ANIMAL is an animal that is needed as a reasonable accommodation for persons with disabilities. An assistance animal is not considered a “pet” and thus, is not subject to the PHA’s pet policy. Assistance animals are animals that work, provide assistance, perform tasks for the benefit of a person with a disability or provide emotional support that alleviates one or more identified symptoms or effects of a person’s disability.

AUXILIARY AIDS. Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs and activities.
CEILING RENT. An amount that reflects the reasonable market value of the housing unit, but not less than the sum of the monthly per-unit operating costs and a deposit to a replacement reserve. The family pays the lower of the ceiling rent or the formula Resident rent.

CO-HEAD. An individual in the household who is equally responsible for the lease with the Head of Household. A family may have a Co-head or Spouse, but not both. A co-head never qualifies as a dependent.

COVERED FAMILIES. The statutory term "covered families" designates the universe of families who are required to participate in a welfare agency economic self-sufficiency program and may, therefore, be the subject of a welfare benefit sanction for noncompliance with this obligation. "Covered families" means families who receive welfare assistance or other public assistance benefits from a State or other public agency under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for the assistance.

CRIMINAL ACTIVITY such as crimes of physical violence to persons or community and other criminal acts including drug-related criminal activity that would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or the development

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 older.

DESIGNATED FAMILY. The category of family for whom the PHA elects to designate a project (e.g. elderly family in a project designated for elderly families) in accordance with the 1992 housing Act. (24 CFR 945.105)

DISABILITY ASSISTANCE EXPENSE. Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and or auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

DISABLED FAMILY. A family whose head, spouse, or sole member is a person with disabilities. A disabled family may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides.

DISABLED PERSON. See Person with Disabilities.

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.

DISALLOWANCE. Exclusion from annual income.

DISPLACED FAMILY. A family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal Disaster relief laws.

DOMICILE. The legal residence of the household head or spouse as determined in accordance with State and local law.

DRUG-RELATED CRIMINAL ACTIVITY. Term means: Drug-trafficking; or Illega use, or possession for personal use of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).
DRUG TRAFFICKING. The illegal manufacture, sale, distribution or the possession with intent to manufacture, sell, or distribute a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.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. Economic self-sufficiency programs can include job training, employment counseling, work placement, basic skills training, education, English proficiency, Workfare, financial or household management, apprenticeship, any other program necessary to ready a participant to work (such as: substance abuse or mental health treatment. Economic self-sufficiency program includes any work activities as defined in the Social Security Act (42 U.S.C. 607(d)). See the definition of work activities at Sec. 5.603(c). The new definition of the term "economic self-sufficiency program" is used in the following regulatory provisions, pursuant to the Public Housing Reform Act: family income includes welfare benefits reduced because of family failure to comply with welfare agency requirements to participate in an economic self-sufficiency program; and the requirement for public housing residents to participate in an economic self-sufficiency program or other eligible activities.

ENTERPRISE INCOME VERIFICATION.

ELDERLY FAMILY. A family whose head or spouse or whose sole member is at least 62 years, or two or more persons who are at least 62 years of age or a disabled person. It may include two or more elderly, disabled persons living together or one or more such persons living with one or more live-in aides.

ELDERLY PERSON. A person who is at least 62 years old.

ELIGIBLE FAMILY. (Family). A family is defined by the PHA in the Admission and Continued Occupancy Plan.

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.

EXCESS MEDICAL EXPENSES. Any medical expenses incurred by elderly families only in excess of 3% of Annual Income, which are not reimbursable from any other source.

EXTREMELY LOW-INCOME FAMILY. 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, except that HUD may establish income ceilings higher or lower than 30 percent of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

EXTENDED USE AGREEMENT. An Extended Use Agreement is a Restrictive Covenant that must be recorded in the appropriate court in the locality where the community is located. This Agreement must stay in place for a minimum of 30 years with very limited exceptions). It is the primary enforcement mechanism for project characteristic elected by the owner in the tax credit application. The Extended Use Agreement is an agreement between the Partnership and the HFA; the IRS is not a part to the Agreement.

FAMILY. The applicant must qualify as a family as defined by the PHA.

FAMILY OF VETERAN OR SERVICEPERSON. A family is a "family of veteran or serviceperson" when:

The veteran or serviceperson (a) is either the head of household or is related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death.
The veteran or serviceperson, unless deceased, is living with the family or is only temporarily absent unless he/she 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 he/she is legally responsible and the spouse has not remarried; or (b) not the head of the household but is permanently hospitalized; provided, that he/she was a family member at the time of hospitalization and there remain in the family at least two related persons.

**FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM).** The program established by a PHA to promote self-sufficiency of assisted families, including the provision of supportive services.

**FLAT RENT.** Rent for a public housing dwelling unit that is based on the market rent. The market rent is the rent charged for comparable units in the private, unassisted rental market at which the PHA could lease the public housing unit after preparation for occupancy.

**FLAT RENT SIGNATURE COMMUNITIES.** The maximum allowed rent under Tax Credit Requirements, the Extended Use Agreement and Louisiana Housing Finance Agency restrictions.

**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.

**FULL-TIME STUDENT RULE (SECTION 42).** A unit shall not fail to be treated as a low-income unit because it is occupied by an individual who is a) a student and receiving assistance under title IV of the Social Security Act or b) enrolled in a Job Training Partnership Act or under other similar Federal, State or local laws or c) single parent and their children and such parents and children are not dependents of another individual or d) married and file a joint return.

**HANDICAPPED ASSISTANCE EXPENSES.** Anticipated costs for care attendants and auxiliary apparatus for handicapped or disabled family members, which enable a family member (including the handicapped family member) to work.

**HANDICAPPED PERSON.** [Referred to as a Person with a Disability]. A person having a physical or mental impairment, which is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently; and is of such a nature that such ability, could be improved by more suitable housing conditions.

**HEAD OF HOUSEHOLD.** The person who assumes legal and financial responsibility for the household and is listed on the application as head.

**HOUSING AGENCY.** A state, country, municipality or other governmental entity or public body authorized to administer the program. The term "PHA" includes an Indian housing authority (IHA). ("PHA" and "PHA" mean the same thing.)

**HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** The Act in which the U.S. Housing Act of 1937 was recodified, and which added the Section 8 Programs.
HOUSING ASSISTANCE PLAN. A Housing Assistance Plan submitted by a local government participating in the Community Development Block Program as part of the block grant application, in accordance with the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD. A Housing Assistance Plan meeting the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.

HOUSING QUALITY STANDARDS (HQS). The HUD minimum quality standards for housing assisted under the Public Housing and Section 8 programs.

HUD. The Department of Housing and Urban Development or its designee.

HUD REQUIREMENTS. HUD requirements for the Section 8 programs. HUD requirements are issued by HUD headquarters as regulations. Federal Register notices or other binding program directives.

HURRA. The Housing and Urban/Rural Recovery Act of 1983 legislation that resulted in most of the 1984 HUD Regulation changes to the definition of income, allowances, and rent calculations.

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

IMPUTED INCOME. HUD passbook rate times the total cash value of assets, when assets exceed $5,000.

IMPUTED WELFARE INCOME. The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income. This amount is included in family annual income and, therefore, reflected in the family rental contribution based on this income.

INCOME. Income from all sources of each member of the household as determined in accordance with criteria established by HUD.

INCOME-BASED RENT. The Resident rent paid to the PHA that is based on family income and the PHA rental policies. The PHA uses a percentage of family income or some other reasonable system to set income-based rents. The PHA has broad flexibility in deciding how to set income-based rent for its residents. However, the income-based Resident rent plus the PHA's allowance for Resident paid utilities may not exceed the "total Resident payment" as determined by a statutory formula.

INCOME FOR ELIGIBILITY. Annual Income.

INCOME TARGETING. The HUD admissions requirement that PHA's not admit less than the number required by law of families whose income does not exceed 30% of the area median income in a fiscal year.

INDIAN. Any person recognized as an Indian or Alaska Native by an Indian Tribe, the federal government, or any State.

INDIAN HOUSING AUTHORITY (IHA). A housing agency either established 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.

INTEREST REDUCTION SUBSIDIES. The monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on Section 236 and 221 (d)(3) BMIR projects. Includes monthly interest reduction payments made to mortgagees of Section 236 projects and front-end loan discounts paid on BMIR projects.
INVOLUNTARILY DISPLACED PERSON. Involuntarily Displaced Applicants are applicants who meet the HUD definition for the local preference, formerly known as a federal preference.

LANDLORD. Either the legal owner of the community or the owner's representative or managing Agents as designated by the owner.

LEASE. A written agreement between an owner and an eligible family for the leasing of a housing unit.

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.
- Would not be living in the unit except to provide necessary supportive services.

LOCAL PREFERENCE. A preference used by the PHA to select among applicant families without regard to their date and time of application.

LOW-INCOME FAMILY. This definition replaces a previous statutory reference. Generally, "low-income" designates a family whose income does not exceed 80 percent of area median income, with certain adjustments.

MARKET RENT. The rent HUD authorizes the owner of FHA insured/subsidized multi-family housing to collect from families ineligible for assistance. For unsubsidized units in an FHA-insured multi-family project in which a portion of the total units receive project-based rental assistance, under the Rental Supplement or Section 202/Section 8 Programs, the Market Rate Rent is that rent approved by HUD and is the Contract Rent for a Section 8 Certificate holder. For BMIR units, Market Rent varies by whether the project is a rental or cooperative.

MEDICAL EXPENSES. Those total medical expenses anticipated during the period for which Annual Income is computed, and which is not covered by insurance. (Only Elderly Families qualify) The allowances are applied when medical expenses exceed 3% of Annual Income.

MINIMUM RENT. An amount established by the PHA between zero and $50.00.

MINOR. A member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.

MIXED-FINANCE ACC AMENDMENT. "An amendment between HANO, the owner entity of a Signature Community, and HUD to the Consolidated Annual Contributions Contract between HANO and HUD dated December 12, 1996, applicable to a specific Signature Community."

MONTHLY ADJUSTED INCOME. 1/12 of the Annual Income after Allowances.

MONTHLY INCOME. 1/12 of the Annual Income before allowances.

NEAR-ELDERLY FAMILY. A family whose head, spouse, or sole member is at least 55, but less than 62 years of age. The term includes two or more near-elderly persons living together and one or more such persons living with one or more live-in aides.

NET FAMILY ASSETS. The net cash value of equity in savings, checking, IRA and Keogh accounts, real community, stocks, bonds, and other forms of capital investment. The value of necessary items of personal community such as furniture and automobiles is excluded from the definition.

PHA/LIHTC. A unit that is restricted to occupancy by a family that meets the qualifications for occupancy by a family that meets the qualification for occupancy for Public Housing and for the Tax Credit Requirements for each Signature Communities.
PUBLIC HOUSING MAXIMUM RENT. Public housing maximum rent shall be determined by HUD using the 95th percentile rent for the housing authority. The result is the maximum subsidy for which the family could qualify if all members were eligible.

OCCUPANCY STANDARDS. Also known as [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.

OPERATING AGREEMENT. An agreement between members or partners of an owner entity of a Signature Community that sets forth the financial and management rights and duties of the members or partners of the owner entity, in the form approved as an evidentiary document by HUD, as it may be amended subject to any approvals required thereunder, and including exhibits thereto applicable to a specific Signature Community.

REGULATORY OPERATING AGREEMENT. A Regulatory and Operating Agreement between HANO and the owner of a Signature Community, in the form approved as an evidentiary document by HUD, as it may be amended subject to any approvals required thereunder.

PARTICIPANT. A family that has been admitted to the PHA program, and is currently assisted in the program.

PERSON WITH DISABILITIES
1. A person who has a disability, as defined in 42 U. S. C. 423, and is determined, under HUD regulations, to have a physical, mental, or emotional 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.
2. A person who has a developmental disability as defined in 42 U.S.C. 6001.
3. An "individual with handicaps", as defined in 24 CFR 8.3, for purposes of reasonable accommodation and program accessibility for persons with disabilities
4. Does not exclude persons who have AIDS or conditions arising from AIDS
5. Does not include a person whose disability is based solely on any drug or alcohol dependence (for low income housing eligibility purposes)

PREMISES. The building or complex in which the dwelling unit is located including common areas and grounds.

PREVIOUSLY UNEMPLOYED. Includes a person who has earned, in the twelve months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

PUBLIC ASSISTANCE. Welfare or other payments to families or individuals based on need, which are made under programs, funded, separately or jointly, by Federal, state, or local governments.

PUBLIC HOUSING AGENCY (PHA). A state, county, municipality, or other governmental entity or public body authorized to administer the programs. The term "PHA" includes an Indian housing authority (IHA). ("PHA" and "PHA" mean the same thing.)

QUALIFIED FAMILY. A family residing in public housing whose annual income increases as a result of employment of a family member who was unemployed for one or more years previous to employment; or increased earnings by a family member during participation in any economic self-sufficiency or on the job training program; or new employment or increased earnings of a family member, during or within 6 months after receiving assistance,
benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the PHA in consultation with the local TANF agency and Welfare to Work programs. TANF includes income and benefits & services such as one-time payments, wage subsidies & transportation assistance, as long as the total amount over a 6-month period is at least $500.

**QUALITY HOUSING AND WORK RESPONSIBILITY ACT OF 1998.** The Act, which amended the U.S. Housing Act of 1937 and is known as the Public Housing Reform Bill. The Act is directed at revitalizing and improving HUD's Public Housing and Section 8 assistance programs.

**RECERTIFICATION.** Sometimes called recertification. The process of securing documentation of total family income used to determine the rent the resident will pay for the next 12 months if no interim changes are reported by the family.

**RECERTIFICATION (Section 42).** Unless granted a waiver by the IRS, every low-income resident must be recertified on an annual basis. In the following manner: HFA guidance must be followed; the same verification procedures used at move-in must be utilized; if resident has given notice or is in the process of being evicted, recertification is not required; if the resident does not cooperate in the process, move to terminate lease. Families, who selected Flat Rent under PHA regulations, must also recertify annually.

**REGULATORY OPERATING AGREEMENT.** Agreement between HANO and the owner of a Signature Community, in the form approved as an evidentiary document by HUD, as it may be amended subject to any approvals required thereunder."

**REMAINING MEMBER OF RESIDENT FAMILY.** Person left in assisted housing after other family members have left and become unassisted.

**RESIDENCY PREFERENCE.** A local preference for admission of persons who reside in a specified geographic area.

**RESPONSIBLE ENTITY.** For the public housing, Section 8 Resident-based assistance, project-based certificate assistance and moderate rehabilitation program, the responsible entity means the PHA administering the program under an ACC with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.

**SECRETARY.** The Secretary of Housing and Urban Development.

**SECURITY DEPOSIT.** A dollar amount, which can be collected from the family by the owner upon termination of the lease and applied to unpaid rent, damages or other amounts, owed to the owner under the lease according to State or local law.

**SERVICEPERSON.** A person in the active military or naval service (including the active reserve) of the United States.

**SIGNATURE COMMUNITIES** or Mixed-Income Community. State and local governments have developed incentive programs and initiatives to promote mixed-income housing. The U.S. Department of Housing and Urban Development (HUD) has provided support for public housing authorities to de-concentrate traditional public housing in favor of the development of mixed-income housing. In addition, HUD funding Investment Partnerships Program can also be a valuable resource for states and local jurisdictions to finance mixed-income housing initiatives, or to develop, design and implement new mixed-income housing programs that address local housing needs. Currently, Harmony Oaks, Marrero Commons, Bienville Basin, Faubourg Lafitte, Columbia Parc, Guste I, Fischer I and III, The Estates (Abundance Square, Treasure Village, Savoy I, Savoy II) Desire, Abundance and River Garden I and II are examples of mixed income or Signature Properties.

**SINGLE PERSON.** A person living alone or intending to live alone who is not disabled, elderly, or displaced or the remaining member of a resident family.
SPECIFIED WELFARE BENEFIT REDUCTION. Those reductions of welfare agency benefits (for a covered family) that may not result in a reduction of the family rental contribution. "Specified welfare benefit reduction" means a reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

SPOUSE. The marriage partner 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) and (5) or interest reduction payments pursuant to Section 236 of the National Housing Act; or
- Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or
- Direct loans pursuant to Section 202 of the Housing Act of 1959; or
- Payments under the Section 23 Housing Assistance Payments Program pursuant to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974;
- Payments under the Section 8 Housing Assistance Payments Program pursuant to Section 8 of the United States Housing Act after amendment by the Housing and Community Development Act unless the project is owned by a Public Housing Agency;
- A Public Housing Project.

SUBSIDY STANDARDS. Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

RESIDENT. (Synonymous with Resident) The person or a person who executes the lease and leases the dwelling unit.

TAX CREDIT REQUIREMENTS. All federal and state requirements in connection with the Project’s eligibility to receive low-income housing tax credits in accordance with the terms and provisions of the Operating Agreement pursuant to Section 42 of the IRS Code, the regulations promulgated thereunder, applicable policies, procedures and administrative rules of the Internal Revenue Service and LHFA, the Credit Reservation or Credit Allocation (as defined in the Operating Agreement) and the Extended Use Agreement (as defined in the Operating Agreement).

RESIDENT RENT. The amount payable monthly by the family as rent to the PHA.

TOTAL RESIDENT PAYMENT (TTP). The total amount the HUD rent formula requires the resident to pay toward rent and utilities.

UNIT/HOUSING UNIT. Residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained within the unit and generally ranges from zero bedrooms to six bedrooms.
UTILITIES. Utilities mean water, electricity, gas, other heating, and refrigeration, cooking fuels, trash collection and sewage services. Telephone service is not included as a utility.

UTILITY ALLOWANCE. The PHA's estimate of the average monthly utility bills for an energy-conscious household. If all utilities are included in the rent, there is no utility allowance. The utility allowance will vary by unit size and type of utilities.

UTILITY ALLOWANCE (SECTION 42) Resident must be given an allowance, for any utilities that they are required to pay and that allowance must be deducted from rent. If the allowance changes and the gross rent calculation exceed the maximum allowable, rents must be reduced within 90 days of the increase in the allowance.

UTILITY REIMBURSEMENT PAYMENT. The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Resident Payment for the family occupying the unit.

VERY LOW INCOME FAMILY. A Low-Income Family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area based on its finding that such variations are necessary because of unusually high or low family incomes.

VETERAN. A person who has served in the active military 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 as one of its elements the use, attempted use, or threatened use of physical force against the person or community of another.

WAITING LIST. A list of families organized according to HUD regulations and PHA policy that are waiting for subsidy to become available.

WELFARE ASSISTANCE. Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, state, or local governments. "Welfare assistance" means income assistance from Federal or State welfare programs, and includes only cash maintenance payments designed to meet a family's ongoing basic needs.

The definition borrows from the Department of Health and Human Services' TANF definition of "assistance" and excludes nonrecurring short-term benefits designed to address individual crises. For FSS purposes, the following do not constitute welfare assistance: food stamps; emergency rental and utilities assistance; and SSI, SSDI, and Social Security.
II. TERMS USED IN DETERMINING RENT

ANNUAL INCOME (24 CFR 5.609)

Annual income in now defined as all amounts, monetary or not which go to or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member, and are based on, at the time of admission or recertification actual income being received (project forward from a 12 month period) or past actual income received or earn within the last 12 months of determination date, as HUD may prescribe in applicable administration instructions when:

A. The family reports little or no income

B. Past processing entity is unable to determine annual income due to fluctuations in income (e.g., seasonal or cyclical income).

Annual income also means amounts derived (during 12 month period) from assets to which any member of the family has access.

Notwithstanding the definition below, annual income will be calculated consistent with the Tax Credit Requirements for PHA/LIHTC units at the Signatures Communities. This includes net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member for the 12 month period following the effective date of initial determination or recertification of income. It does not include income that is temporary, non-recurring, or sporadic as defined in this section, or income that is specifically excluded by other federal statute.

Annual income includes:

The full amount before any payroll deductions, of wages and salaries, overtime pay, commissions’ fees, tips and bonuses, and other compensation for personal services.

The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business.

Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business.

Interest, dividends, and other net income of any kind from real or personal community. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income.

An allowance for the straight-line depreciation of real or personal community is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the community.
When the family has net family assets in excess of $5,000, Annual Income shall include the greater of the actual income derived from all net family assets, or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD.

The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts.

NOTE: *Treatment of lump sum payments for delayed or deferred periodic payment of social security or SSI benefits is dealt with later in this section.*

Payments in lieu of earnings, such as unemployment and disability compensation, workers' compensation, and severance pay.

All welfare assistance payments received by or on behalf of any family member. (24 CFR 913.106(b) (6) contains rules applicable to "as-paid" States).

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

All regular pay, special pay and allowances of a member of the Armed Forces (except special pay to a family member serving the Armed Forces who is exposed to hostile fire).

**EXCLUSIONS FROM ANNUAL INCOME** (24 CFR 5.609)

Notwithstanding the definition below, annual income will be calculated consistent with the Tax Credit Requirements for PHA/LIHTC units at the Signatures Communities. Annual income does not include the following:

Income from the employment of children (including foster children) under the age of 18 years;

Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone);

Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health, and accident insurance and workers' compensation) capital gains, and settlement for personal community losses;

Amounts received by the family that are specifically for, or in reimbursement of the cost of medical expenses for any family member.

Income of a live-in aide provided the person meet the definition of a live-in aide.

The full amount of student financial assistance paid directly to the student or the educational institution.

The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
Amounts received under HUD funded training programs (e.g. Step-up program); excludes stipends, wages, transportation payments and childcare vouchers for the duration of the training.

Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self Sufficiency (PASS).

Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out of pocket expenses incurred for items such as special equipment, clothing, transportation and childcare, to allow participation in a specific program.

Amount received as a Resident services stipend. A modest amount (not to exceed $200 per month) received by a public housing resident for performing a service for the PHA, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as the resident member of the PHA governing Board. No resident may receive more than one such stipend during the same period of time.

Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of family members as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program.

Temporary, non-recurring, or sporadic income (including gifts).

Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era. (For all initial determinations and recertifications of income on or after April 23, 1993.)

Earnings in excess of $480 for each full-time student 18 years old or older, (excluding the head of household and spouse).

Adoption assistance payments in excess of $480 per adopted child.

The earnings and benefits to any resident resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988 (42 U.S.C. 1437 et seq.), or any comparable Federal, State or local law during the exclusion period. For purposes of this paragraph, the following definitions apply:

Comparable Federal, State or local law means a program providing employment training and supportive services that: (1) is authorized by a Federal, State or local law; (2) is funded by the Federal, State or local government; (3) is operated or administered by a public agency; and (4) has as its objective to assist participants in acquiring job skills.

Exclusion period means the period during which the resident participates in a
program as described in this section and 18 months from the date, the resident begins the first job acquired by the resident after completion of such program that is not funded by public housing assistance under the U.S. Housing Act of 1937.

If the resident is terminated from employment without good cause, the exclusion period shall end.

Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment-training program or subsequent job.

Deferred periodic payments from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.

Amounts received by the family in the form of refunds or rebates under state or local law for community taxes paid on the dwelling unit.

Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.

Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion.

Other Federal Statute as of August 3, 1933 excludes the following benefits:

- The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977;
- Payments to volunteers under the Domestic Volunteer Service Act of 1973; examples of programs under this Act include but are not limited to:
  - The Retired Senior Volunteer Program (RSVP)
  - Foster Grandparent Program (FGP)
  - Senior Companion Program (SCP)
  - Older American Committee Service Program
  - National Volunteer Antipoverty Programs such as:
    - VISTA
    - Peace Corps
    - Service Learning Program
    - Special Volunteer Programs
    - Small Business Administration Programs such as:
      - National Volunteer Program to Assist Small Businesses
      - Service Corps of Retired Executives
- Payments received under the Alaska Native Claims Settlement Act.
  [43 USC 1626 (a)]
Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes. [25 USC 459e]

Payments or allowances made under the Department of HHS’ Low Income Home Energy Assistance Program. [42 USC 8624 (f)]

Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 USC 1552 (b)


The first $2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 USC. 1407-08), or from funds held in trust for an Indian Tribe by the Secretary of Interior.

Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs. [20 USC 1087 up] Examples: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College-Work Study, and Byrd Scholarships.

Payments received under programs funded under Title V of the Older Americans Act of 1965 [42 USC 3056 (f)] Examples include Senior Community Services Employment Program, National Caucus Center on the Black Aged, National Urban League; Association National Pro Personas Mayors, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.

Payments received after January 1, 1989 from the Agents Orange Settlement Fund or any other fund established in the In-Re Orange Product Liability litigation. The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs of incurred in such care) under the Child Care and Development Block Grant Act of 1990. (42 USC 9858q)

Earned income tax credit refund payments received on or after January 1, 1991. (26 USC 32)(j).

Living allowances under Aerators Program (Nelson Diaz Memo to George Latimer 11/15/94)

ADJUSTED INCOME

Annual income, less allowable HUD deductions. 
Note: Under the Continuing Resolution, PHA’s are permitted to adopt other adjustments to earned income for residents of Public Housing, but must absorb any resulting loss in rental income.

All Families are eligible for the following:

Child Care Expenses: A deduction of amounts anticipated to be paid by the family for the care of children less than 13 years of age for the period for which the Annual Income is
computed. Childcare expenses are only allowable when such care is necessary to enable a family member to be gainfully employed or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (1) The amount of income earned by the family member released to work, or (2) an amount determined to be reasonable by the PHA when the expense is incurred to permit education.

Dependent Deduction. An exemption of $480 for each member of the family residing in the household (other than the head or spouse, live-in aide, foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, handicapped, or a full-time student.

Handicapped Expenses. A deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for handicapped family members where such expenses are necessary to permit a family member(s), including the handicapped/disabled member to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.

Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for visually handicapped, and equipment added to cars and vans to permit use by the handicapped or disabled family member.

For non-elderly families and elderly families without medical expense: The amount of the deduction equals the cost of all unreimbursed expenses for handicapped care and equipment less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.

For elderly families with medical expenses: The amount of the deduction equals the cost of all unreimbursed expenses for handicapped care and equipment less three percent of Annual Income, (provided the amount does not exceed earnings) plus medical expenses as defined below.

For Elderly and Disabled Families Only:

Medical Expenses: A deduction of unreimbursed medical expenses, including insurance premiums anticipated for the period for which Annual Income is computed. Medical expenses include, but are not limited to: services of physicians and other health care professionals, services of health care facilities; insurance premiums, including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills.

To be considered by the PHA for the purpose of determining a deduction from the income, the expenses claimed must be verifiable.

For elderly families without handicapped expenses: The amount of the deduction shall equal total medical expenses less 3% of annual income.

For elderly families with both handicapped and medical expenses: The amount of handicapped assistance is calculated first, and then medical expenses are added.
**Elderly/Disabled Household Exemption:** An exemption of $400 per household.

**III. GLOSSARY OF TERMS USED IN THE NONCITIZENS RULE**

**CHILD.** A member of the family other than the family head or spouse who is under 18 years of age.

**CITIZEN.** A citizen or national of the United States.

**EVIDENCE.** Evidence of citizenship or eligible immigration status means the documents, which must be submitted to evidence citizenship or eligible immigration status.

**PHA.** A housing authority- either a public housing agency or an Indian housing authority or both.

**HEAD OF HOUSEHOLD.** The adult member of the family who is the head of the household for purpose of determining income eligibility and rent.

**HUD.** Department of Housing and Urban Development.

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

**MIXED FAMILY.** A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

**NATIONAL.** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

**NONCITIZEN.** A person who is neither a citizen nor nation of the United States.

**PHA.** A housing authority who operates Public Housing.

**RESPONSIBLE ENTITY.** The person or entity responsible for administering the restrictions on providing assistance to noncitizens with ineligible immigration status (the PHA).

**SECTION 214.** Section 214 restricts HUD from making financial assistance available for noncitizens unless they meet one of the categories of eligible immigration status specified in Section 214.

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

The US 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 subsidy 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 that exceed their legal entitlement. HANO and its Agents is committed to assure that the proper level of benefits is paid to all residents, and that housing resources reach only income-eligible families so that program integrity can be maintained.

HANO and its Agents will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This Chapter outlines HANO’s policies for the prevention, detection and investigation of program abuse and Resident fraud.

A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

Under no circumstances will HANO or its Agents undertake an inquiry or an audit of a resident family arbitrarily. HANO’s expectation is that resident families will comply with HUD requirements, provisions of the Lease, and other program rules. HANO or its Agents staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, HANO or its Agents has a responsibility to HUD, to the Community, and to eligible families in need of housing assistance, to monitor resident s’ Lease obligations for compliance and, when indicators of possible abuse come to HANO or its Agents attention, to investigate such claims.

HANO or its Agents will initiate an investigation of a resident family only in the event of one or more of the following circumstances:

- **Referrals, Complaints, or Tips.** HANO or its Agents 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 resident family is in non-compliance with, or otherwise violating the Lease or the program rules. Such follow-up will be made providing that the referral contain at least one item of information that is independently verifiable. A copy of the allegation will be retained in the resident file.

- **Internal File Review.** A follow-up will be made if HANO or its Agents staff
discovers (as a function of a [re]certification, an interim re-determination, or a quality control review), information or facts which conflict with previous file data, HANO or its Agent’s knowledge of the family, or is discrepant with statements made by the family.

Verification or Documentation. A follow-up will be made if HANO or its Agents receive independent verification or documentation, which conflicts with representations in the resident file (such as public record information or credit bureau reports, reports from other agencies).

PHA Addendum-3

B. STEPS THE HOUSING AUTHORITY WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD

The management and occupancy staff will utilize various methods and practices (listed below) to prevent program abuse, non-compliance, and willful violations of program rules by applicants and resident families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by resident families.

Things You Should Know. This program integrity bulletin (created by HUD's Inspector General) will be furnished and explained to all applicants to promote understanding of program rules, and to clarify HANO or its Agent’s expectations for cooperation and compliance.

Program Orientation Session. Mandatory orientation sessions will be conducted by the Site Manager for all prospective residents either prior to or upon execution of the Lease. At the conclusion of all Program Orientation Sessions, the family representative will be required to sign a "Program Briefing Certificate" to confirm that all rules and pertinent regulations were explained to them.

Resident Counseling. HANO or its Agents will routinely provide resident 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 (re)certification 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.

Resident Certification. All family representatives will be required to sign a "Resident Certification" form, as contained in HUD’s Resident Integrity Program Manual.
C. STEPS TAKEN TO DETECT PROGRAM ABUSE AND FRAUD

HANO or its Agents Staff will maintain a high level of awareness to indicators of possible abuse and fraud by assisted families.

Quality Control File Reviews. Prior to initial certification, and at the completion of all subsequent recertifications, each resident file will be reviewed. Such reviews shall include, but are not limited to:

- Changes in reported Social Security Numbers or dates of birth.
- Authenticity of file Documents.
- Ratio between reported income and expenditures.
- Review of signatures for consistency with previously signed file documents.

Observation. HANO or its Agents Staff (to include maintenance 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 made (with proper authorization by the resident) in the following circumstances:

- At the time of final eligibility determination
- When HANO or its Agents wherein unreported income sources are disclosed receive an allegation.
- When a resident’s expenditures exceed his /her reported income and no plausible explanation is given.

D. HANO ‘S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD

HANO or its Agents staff will encourage all resident families to report suspected abuse to the Director of Management Office. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in
the resident file.

All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up. The Housing Authority 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 resident of HANO or its Agents and, if so, to determine the family has previously disclosed whether the information reported.

It will then be determined if HANO or its Agents is the most appropriate Authority to do a follow-up (more so 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 designated Management staff person will initiate an investigation to determine if the allegation is true or false.

PI Addendum-6

E. HOW HANO WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD

If HANO or its Agents determine that, an allegation or referral warrants follow-up, either the staff person who is responsible for the file or a person designated by the Executive Director to monitor the program compliance 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, HANO or its Agents 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, which 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 HANO or its Agent’s review.
Other Agencies. Investigators, caseworkers or representatives of other benefit agencies may be contacted.

Public Records. If relevant, HANO or its Agents 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. HANO or its Agents will discuss the allegation (or details thereof) with the Head of Household or family member by scheduling an appointment at the appropriate HANO or its Agents office. HANO or its Agents Staff Person who conducts such interviews will maintain a high standard of courtesy and professionalism. Under no circumstances will management tolerate inflammatory language, accusation, or any unprofessional conduct or language. If possible, an additional staff person will attend such interviews.

PHA Addendum-7

F. PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY HANO

Documents and other evidence obtained by HANO or its Agents during the course of an investigation will be considered "work product" and will be kept either in the resident file, or in a separate "work file." In either case, the resident file or work file shall be kept in a locked file cabinet. Such cases under review will not be discussed between HANO and its Agents Staff unless they are involved in the process, or have information, which may assist in the investigation.

G. CONCLUSION OF HANO’S INVESTIGATIVE REVIEW

At the conclusion of the investigative review, the reviewer will report the findings to the Executive Director or designee. 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, HANO or its Agents 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) does the resident owe.
- If the family eligible for continued occupancy.

PHA Addendum-8
I. ACTION PROCEDURES FOR VIOLATIONS, WHICH HAVE BEEN DOCUMENTED

Once a program violation has been documented, HANO or its Agents will propose the most appropriate remedy based upon the type and severity of the violation.

Procedural Non-compliance

This category applies when the resident “fails to” observe a procedure or requirement of HANO or its Agents, but does not misrepresent a material fact, and there is no retroactive rent owed by the family. Examples of non-compliance violations are:

- Failure to appear at a pre-scheduled appointment.
- Failure to return verification in time period specified by HANO or its Agents.

Warning Notice to the Family. In such cases, a notice will be sent to the family, which contains the following:

- A description of the non-compliance and the procedure, policy or obligation, which was violated.
- The date by which the violation must be corrected, or the procedure complied with.
- The action, which will be taken by HANO or its Agents if the procedure or obligation is not complied with by the date specified by HANO or its Agents.
- The consequences of repeated (similar) violations.

PHA Addendum-9

J. Procedural Non-compliance - Retroactive Rent

When the resident owes money to HANO or its Agents for failure to report changes in income or assets, HANO or its Agents will issue a Notification of Underpaid Rent. This Notice will contain the following:

- A description of the violation and the date(s).
- Any amounts owed to HANO or its Agents.
- A 10-day response period.
- The right to disagree and to request an informal hearing with instructions for the request of such hearing.

Resident Fails to Comply with HANO or its Agent’s Notice. If the Resident fails to comply with HANO or its Agent’s notice, and a material provision of the Lease has been violated, termination of tenancy initiated.
Resident Complies with HANO’s Notice. When a resident complies with HANO or its Agent’s notice, the staff person responsible will meet with him/her to discuss and explain the obligation or Lease provision, which was violated. The staff person will complete a Resident Counseling Report, give one copy to the family and retain a copy in the resident file.

Intentional Misrepresentations

When a resident falsifies, misstates, omits or otherwise misrepresents a material fact, which results (or would have resulted) in an underpayment of rent by the resident, HANO or its Agent’s will evaluate whether or not actions were wrong, and that the resident willfully violated the Lease or the law.

Knowledge that the action or inaction was wrong. This will be evaluated by determining if the resident was made aware of program requirements and prohibitions. The resident’s signature on various certifications, briefing certificate, Personal Declaration and Things You Should Know are adequate to establish knowledge of wrongdoing.

The resident willfully violated the law. Any of the following circumstances will be considered adequate to demonstrate willful intent:

An admission by the resident of the misrepresentation.
That the act was done repeatedly.
If a false name or Social Security Number was used.
If there were admissions to others of the illegal action or omission.
That the resident omitted material facts, which were known to them (e.g., employment of self or other household member).
That the resident falsified, forged or altered documents.
That the resident uttered and certified to statements at a rent (re)determination which were later independently verified to be false.

The Resident Conference for Serious Violations and Misrepresentations

When HANO or its Agent’s has established that material misrepresentation(s) have occurred, a Resident Conference will be scheduled with the family representative and the HANO or its Agent’s staff person who is most knowledgeable about the circumstances of the case.

This conference will take place prior to any proposed action by HANO or its Agents. The purpose of such conference is to review the information and evidence obtained by HANO or its Agents with the resident, and to provide the resident an opportunity to explain any document findings, which conflict with representations in the resident file. HANO or its Agent’s will take any documents or mitigating circumstances presented by
the resident into consideration. The resident will be given 10 days to furnish any
mitigating evidence.

A secondary purpose of the Resident Conference is to assist HANO or its Agent’s in
determining the course of action most appropriate for the case. Prior to the final
determination of the proposed action, HANO will consider:

- The duration of the violation and number of false statements.
- The resident’s ability to understand the rules.
- The resident’s willingness to cooperate, and to accept responsibility for actions
- The amount of money involved.
- The resident’s past history
- Whether or not criminal intent has been established.
- The number of false statements.

**Dispositions of Cases Involving Misrepresentations**

In all cases of misrepresentations involving efforts to recover monies owed, HANO or its
Agents may pursue, depending upon its evaluation of the criteria stated above, one or
more of the following actions:

**Criminal Prosecution:** If HANO or its Agents have established criminal intent, and the
case meets the criteria for prosecution, HANO or its Agents may:

- Refer the case to the local State or District Attorney, notify HUD’s RIGI, and
 terminate rental assistance.
- Refer the case to HUD’s OIG, and terminate rental assistance.

**Administrative Remedies:** HANO or its Agents may:

- Terminate tenancy and demand payment of restitution in full.
- Terminate tenancy and execute an administrative repayment agreement in
 accordance with HANO’s Repayment Policy.
- Terminate tenancy and pursue restitution through civil litigation.
- Continue assistance at the correct rent upon repayment of restitution in full in 30
days.
- Permit continued occupancy at the correct rent and execute an administrative
 repayment agreement in accordance with HANO’s repayment policy.

**Notification to Resident of Proposed Action**

HANO or its Agents will notify the resident of the proposed action no later than 10 days
after the resident conference by certified mail.
F. Housing Choice Voucher Administrative Plan
(Rev. 7/12/17)
Housing Authority of New Orleans
Administrative Plan
Amended and Revised

Approved: March 29, 2016
July 12, 2017
By HANO Board of Directors

HUD Approved: May 9, 2016

Includes Draft Revisions from April 21, 2017 and June 19, 2017
Quick Reference

Chapter 1: OVERVIEW OF THE PROGRAM AND PLAN ......................................................... 1-1
Chapter 2: GENERAL POLICIES .................................................................................... 2-1
Chapter 3: FAIR HOUSING AND EQUAL OPPORTUNITY ........................................... 3-1
Chapter 4: ELIGIBILITY ............................................................................................... 4-1
Chapter 5: APPLICATION, WAIT LIST AND TENANT SELECTION ......................... 5-1
Chapter 6: OCCUPANCY STANDARDS .......................................................................... 6-1
Chapter 7: BRIEFING & VOUCHER ISSUANCE .............................................................. 7-1
Chapter 8: INCOME AND SUBSIDY DETERMINATIONS ............................................... 8-1
Chapter 9: VERIFICATION ............................................................................................ 9-1
Chapter 10: HOUSING QUALITY STANDARDS .............................................................. 10-1
Chapter 11: REASONABLE RENT DETERMINATION ..................................................... 11-1
Chapter 12: GENERAL LEASING POLICIES AND HAP CONTRACT ............................ 12-1
Chapter 13: OWNERS ................................................................................................ 13-1
Chapter 14: PAYMENT STANDARDS AND UTILITY ALLOWANCES .......................... 14-1
Chapter 15: CONTINUED OCCUPANCY ..................................................................... 15-1
Chapter 16: MOVING WITH CONTINUED ASSISTANCE ............................................. 16-1
Chapter 17: PORTABILITY ........................................................................................... 17-1
Chapter 18: INFORMAL REVIEWS AND HEARINGS ..................................................... 18-1
Chapter 19: TERMINATION OF ASSISTANCE AND TENANCY ................................ 19-1
Chapter 20: PROGRAM INTEGRITY ............................................................................. 20-1
Chapter 21: SPECIAL HOUSING, VASH AND HOMEOWNERSHIP ............................ 21-1
Chapter 22: PROJECT-BASED VOUCHER PROGRAM ............................................... 22-1
Chapter 23: FAMILY SELF SUFFICIENCY .................................................................... 23-1
GLOSSARY OF SUBSIDIZED HOUSING TERMS ......................................................... i
GLOSSARY OF ACRONYMS ........................................................................................ x
ELIGIBILITY APPENDIX: VIOLENCE AGAINST WOMEN ACT PROTECTIONS ........... xii
ELIGIBILITY APPENDIX: DETAILED DEFINITIONS RELATED TO DISABILITIES ....... xvi
ELIGIBILITY APPENDIX: DEFINITION OF INSTITUTION OF HIGHER EDUCATION ....... xviii
Table of Contents

Chapter 1: OVERVIEW OF THE PROGRAM AND PLAN ......................................................... 1-1
  1.1 Introduction ............................................................................................................ 1-1
  1.2 Mission Statement ................................................................................................. 1-1
  1.3 Overview and Purpose of the Plan ......................................................................... 1-1
  1.4 Applicable Regulations ......................................................................................... 1-2
  1.5 Standards of Ethics and Service ........................................................................... 1-2

Chapter 2: GENERAL POLICIES ..................................................................................... 2-1
  2.1 Program Accounts and Records ........................................................................... 2-1
  2.2 Records Management ............................................................................................ 2-1
  2.2.1 Privacy Act Requirements .................................................................................. 2-1
  2.3 Upfront Income Verification (UIV) Records .......................................................... 2-2
  2.4 Criminal Records .................................................................................................. 2-2
  2.5 Medical/Disability Records .................................................................................... 2-2
  2.6 Administrative Fee Reserve ................................................................................... 2-2
  2.7 Determination of Insufficient Funding .................................................................. 2-3

Chapter 3: FAIR HOUSING AND EQUAL OPPORTUNITY .............................................. 3-1
  3.1 Introduction ............................................................................................................ 3-1
  3.2 Non-Discrimination ............................................................................................... 3-1
  3.3 Providing Information to Families and Owners ..................................................... 3-2
  3.4 Discrimination Complaints .................................................................................... 3-2
  3.5 Policies Related to Persons with Disabilities ......................................................... 3-2
  3.6 Request for an Accommodation ............................................................................ 3-2
  3.7 Verification of Disability ........................................................................................ 3-3
  3.8 Approval or Denial of A Requested Accommodation ........................................... 3-3
  3.8.1 Alternative Accommodations .............................................................................. 3-3
  3.9 Program Accessibility for Persons with Hearing or Vision Impairments ............... 3-3
  3.10 Physical Accessibility ........................................................................................... 3-4
  3.11 Denial or Termination of Assistance – Families with Disabled Household Members 3-5
  3.12 Improving Access to Services for Persons with Limited English Proficiency ..... 3-5
    3.12.1 Oral Interpretation ............................................................................................ 3-6
    3.12.2 Written Translation .......................................................................................... 3-6
    3.12.3 Implementation Plan ....................................................................................... 3-6
  3.13 Violence Against Women Act Protections .......................................................... 3-6
    3.13.1 Prohibition Against Termination of Assistance Related to Victims of Domestic Violence, Dating Violence, Sexual Assault, and Stalking .............................................. 3-6

Chapter 4: ELIGIBILITY ................................................................................................. 4-1
  4.1 Overview ............................................................................................................... 4-1
  4.2 General Eligibility Factors .................................................................................... 4-1
  4.3 Family and Household .......................................................................................... 4-1
    4.3.1 Family ................................................................................................................ 4-1
    4.3.2 Household .......................................................................................................... 4-2
  4.4 Family Break-Up and Remaining Member of Tenant Family ................................ 4-2
    4.4.1 Family Break-up While on Wait List .................................................................. 4-2
  4.5 Remaining Member of a Tenant Family .................................................................. 4-2
    4.6 Head of Household ............................................................................................. 4-2
      4.6.1 Spouse, Co-Head, and Other Adult ................................................................ 4-3
      4.6.2 Spouse .............................................................................................................. 4-3
      4.6.3 Co-Head ............................................................................................................ 4-3
      4.6.4 Other Adult ...................................................................................................... 4-3
    4.7 Dependents .......................................................................................................... 4-3
      4.7.1 Joint Custody of Dependents ........................................................................... 4-4
  4.8 Full-time Student ................................................................................................... 4-5
  4.9 Elderly and Near-Elderly Persons, and Elderly Family ........................................ 4-5
  4.10 Persons With Disabilities and Disabled Family ................................................... 4-5
### Table of Contents

**4.22.44** 23.4  
- Federally Barred Admission ................................................. 4-15  
- Other Criminal Records .......................................................... 4-15  
- Drug and Alcohol Abuse ......................................................... 4-16  
- Previous Behavior in Assisted Housing .................................... 4-16  
- Denial of Assistance .................................................................... 4-16  
- Denial of Program Assistance .................................................... 4-16  
- Criterias for Denying Assistance ................................................ 4-19  
- Consideration of Circumstances ................................................ 4-19  
- Making the Decision to Deny Assistance ..................................... 4-19  
- Removal of a Family Member's Name from the Household and Application 4-20  
- Reasonable Accommodation ...................................................... 4-20  
- Notice of Eligibility or Denial ..................................................... 4-20
Chapter 5: APPLICATION, WAIT LIST AND TENANT SELECTION ......................................................... 5-1
5.1 Overview ................................................................................................................................. 5-1
5.2 Applying for Assistance .......................................................................................................... 5-2
5.3 Placement on the Wait List ................................................................................................... 5-1
5.3.1 Organization of the Wait list ............................................................................................ 5-1
5.3.2 Opening the Wait list ....................................................................................................... 5-2
5.3.3 Closing the Wait list ......................................................................................................... 5-2
5.4 Family Outreach .................................................................................................................. 5-2
5.5 Reporting Changes in Family Circumstances ...................................................................... 5-2
5.5.1 Change in the Head of Household while on the Wait list ............................................... 5-2
5.5.2 Family Break-Up or Split Households ............................................................................ 5-3
5.6 Updating the Wait list ........................................................................................................... 5-3
5.6.1 Removal from the Wait list ............................................................................................. 5-3
5.6.2 Reinstatement to the Wait list ......................................................................................... 5-4
5.7 Order of Selection from the Wait list ................................................................................... 5-4
5.8 Special Admissions & Targeted funding .............................................................................. 5-5
5.9 Local Preferences .................................................................................................................. 5-5
5.9.1 Homeless, Disabled and Victims of Domestic Violence .................................................. 5-5
5.9.2 Public Housing Residents Who Have Completed First Time Homebuyer Training and Are Lender Ready ........................................................................................................ 5-6
5.9.3 Aster Preference 5-6
5.10 Income Targeting ................................................................................................................... 5-6
5.11 Notification of Selection ...................................................................................................... 5-6
5.12 Application Interview .......................................................................................................... 5-7
5.13 Final Eligibility Determination ............................................................................................ 5-7

Chapter 6: OCCUPANCY STANDARDS ........................................................................................ 6-1
6.1 Overview ............................................................................................................................... 6-1
6.2 Occupancy Standards .......................................................................................................... 6-1
6.2.1 Determining Family Unit (Voucher) Size ......................................................................... 6-1
6.2.2 Exceptions to Occupancy Standards .............................................................................. 6-2
6.2.3 Temporarily and Permanently Absent Family Members .............................................. 6-3
6.2.4 Absent Students .............................................................................................................. 6-3
6.2.5 Absences Due to Placement in Foster Care .................................................................... 6-3
6.2.6 Individuals Confined for Medical Reasons ..................................................................... 6-3
6.2.7 Absent Family .................................................................................................................. 6-3
6.2.8 Family Composition ....................................................................................................... 6-4
6.2.9 Prohibition of Subleasing ............................................................................................... 6-4
6.2.10 Prohibition of Illegal Participation ................................................................................ 6-4

Chapter 7: BRIEFING & VOUCHER ISSUANCE ................................................................. 7-1
7.1 Family Briefing ...................................................................................................................... 7-1
7.1.1 Notification and Attendance ........................................................................................... 7-1
7.1.2 Oral Briefing .................................................................................................................... 7-1
7.1.3 Briefing Packet ............................................................................................................... 7-1
7.2 Voucher Issuance ................................................................................................................. 7-2
7.3 Voucher Term, Extensions and Suspensions ...................................................................... 7-2
7.3.1 Voucher Term .................................................................................................................... 7-3
7.3.2 Extensions of Voucher Term ........................................................................................... 7-3
<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.3.3</td>
<td>Suspensions of Voucher Term</td>
<td>7-3</td>
</tr>
<tr>
<td>7.3.4</td>
<td>Expiration of Voucher Term</td>
<td>7-3</td>
</tr>
<tr>
<td>Chapter 8</td>
<td>INCOME AND SUBSIDY DETERMINATIONS</td>
<td>8-1</td>
</tr>
<tr>
<td>8.1</td>
<td>Household Composition and Income</td>
<td>8-1</td>
</tr>
<tr>
<td>8.1.1</td>
<td>Temporarily Absent Family Members</td>
<td>8-1</td>
</tr>
</tbody>
</table>
8.1.2 Absent Students .......................................................... 8-1
8.1.3 Absences Due to Placement in Foster Care .......................... 8-1
8.1.4 Absent Head, Spouse, or Co-head .................................. 8-1
8.1.5 Absent Family Members Permanently Confined for Medical Reasons 8-1
8.1.6 Absent Family Members Due to Incarceration ....................... 8-2
8.1.7 Joint Custody of Dependents ......................................... 8-2
8.1.8 Caretakers for a Child ................................................. 8-2
8.2 Annual Income .................................................................. 8-3
8.3 Known Changes in Income ............................................... 8-3
8.4 Earned Income Counted in Annual Income ............................ 8-4
8.4.1 Wages and Related Compensation .................................. 8-4
8.4.2 Some Types of Military Pay .......................................... 8-4
8.5 Types of Earned Income Not Counted in Annual Income .......... 8-4
8.5.1 Temporary, Nonrecurring, or Sporadic Income ..................... 8-4
8.5.2 Children’s Earnings ..................................................... 8-4
8.5.3 Certain Earned Income of Full-Time Students ..................... 8-4
8.5.4 Income of a Live-in Aide .............................................. 8-4
8.5.5 Income Earned under Certain Federal Programs ................. 8-5
8.5.6 Resident Service Stipend .............................................. 8-5
8.5.7 State and Local Employment Training Programs ................. 8-5
8.5.8 HUD-Funded Training Programs .................................... 8-6
8.5.9 Earned Income Tax Credit ............................................ 8-6
8.5.10 Earned Income Disallowance ....................................... 8-6
8.6 Earned Income Disallowance for Persons With Disabilities .......... 8-6
8.6.1 Calculation of the Earned Income Disallowance for Persons with Disabilities 8-6
8.6.2 Initial 12-Month Exclusion .......................................... 8-7
8.6.3 Second 12-Month Exclusion and Phase-In ........................ 8-7
8.6.4 Lifetime Limitation ..................................................... 8-7
8.7 Business Income ........................................................... 8-7
8.7.1 Business Expenses ..................................................... 8-7
8.7.2 Business Expansion .................................................... 8-7
8.7.3 Capital Indebtedness ................................................... 8-7
8.7.4 Negative Business Income ........................................... 8-8
8.7.5 Withdrawal of Cash or Assets from a Business ................. 8-8
8.7.6 Co-owned Businesses .................................................. 8-8
8.8 Assets .............................................................................. 8-8
8.8.1 Income from Assets .................................................... 8-8
8.8.2 Valuing Assets ........................................................... 8-8
8.8.3 Lump-Sum Receipt Assets ............................................ 8-9
8.8.4 Impounding Income from Assets .................................... 8-9
8.8.5 Determining Actual Anticipated Income from Assets .......... 8-9
8.8.6 Withdrawal of Cash or Liquidation of Investments ............... 8-9
8.8.7 Jointly Owned Assets ................................................... 8-9
8.8.8 Assets Disposed of for Less than Fair Market Value ............ 8-9
8.8.9 Minimum Threshold .................................................... 8-10
8.8.10 Separation or Divorce ................................................... 8-10
8.8.11 Foreclosure or Bankruptcy ........................................... 8-10
8.8.12 Family Declaration ....................................................... 8-10
8.9 Types of Assets .............................................................. 8-10
8.9.1 Checking and Savings Accounts ..................................... 8-10
8.9.2 Equity in Real Property or Other Capital Investments .......... 8-11
8.9.3 Trusts ........................................................................... 8-11
8.9.4 Revocable Trusts ......................................................... 8-11
8.9.5 Nonrevocable Trusts ..................................................... 8-12
8.9.6 Company Retirement/Pension Accounts .......................... 8-12
8.9.7 IRA, Keogh, and Similar Retirement Savings Accounts .......... 8-12
8.9.8 Personal Property ........................................................ 8-12
8.9.9 Life Insurance ............................................................ 8-12
8.10 Periodic Payments .......................................................... 8-13
9.4 Upfront Income Verification Using HUD’s Enterprise Income Verification (EIV) System ............... 9-2
9.4.1 EIV Income Reports ............................................................................................................. 9-2
9.4.2 EIV Discrepancies ............................................................................................................... 9-3
9.4.3 EIV Identity Verification ..................................................................................................... 9-3
9.5 Upfront Income Verification Using Non-HUD Systems ........................................................ 9-3
9.6 Written Third-Party Verification ........................................................................................ 9-3
9.7 Written Third-Party Verification Form ................................................................................ 9-4
9.8 Oral Third-Party Verification .............................................................................................. 9-4
9.8.1 When Third-Party Verification is Not Required ................................................................. 9-4
9.8.2 Primary Documents .......................................................................................................... 9-4
9.9 Self-Certification .................................................................................................................. 9-4
9.10 Verification of Legal Identity .............................................................................................. 9-5
9.11 Verification of Zero Income ................................................................................................ 9-5
9.11.1 Zero Income Household .................................................................................................. 9-5
9.11.2 Zero Income Individual .................................................................................................. 9-6
9.12 Social Security Numbers .................................................................................................... 9-6
9.13 Documentation of Age ........................................................................................................ 9-7
9.14 Family Relationships .......................................................................................................... 9-7
9.14.1 Marriage .......................................................................................................................... 9-7
9.14.2 Separation or Divorce ....................................................................................................... 9-7
9.14.3 Absence of Adult Member .............................................................................................. 9-8
9.14.4 Foster Children and Foster Adults ................................................................................... 9-8
9.15 Verification of Student Status ........................................................................................... 9-8
9.15.1 Restrictions on Assistance to Students Enrolled in Institutions of Higher Education ........................................................................................................... 9-8
9.15.2 Independent Student ....................................................................................................... 9-9
9.16 Documentation of Disability ............................................................................................... 9-9
9.17 Family Members Receiving SSA Disability Benefits ......................................................... 9-9
9.17.1 Family Members Not Receiving SSA Disability Benefits ................................................ 9-9
9.18 Citizenship or Eligible Immigration Status ....................................................................... 9-9
9.18.1 U.S. Citizens and Nationals ............................................................................................ 9-10
9.18.2 Eligible Immigrants Documents Required ....................................................................... 9-10
9.19 Verification of Preference Status ....................................................................................... 9-10
Chapter 10: HOUSING QUALITY STANDARDS ....................................................................... 10-1
10.1 Overview ............................................................................................................................. 10-1
10.2 HQS Standards .................................................................................................................... 10-1
10.3 Physical Standards .............................................................................................................. 10-1
10.3.1 Owner Responsibilities .................................................................................................... 10-1
10.3.2 Family Responsibilities .................................................................................................... 10-2
10.3.3 Violation of HQS Space Standards .................................................................................... 10-2
10.3.4 Modifications to Provide Accessibility ............................................................................ 10-2
10.3.5 Thermal Environment .................................................................................................... 10-2
10.3.6 Special Requirements for Children With Environmental Intervention Blood Lead Level .......................................................................................................................... 10-2
10.4 HQS Inspections Process .................................................................................................... 10-2
10.4.1 Types of Inspections ........................................................................................................ 10-3
10.4.2 Initial Inspections ............................................................................................................ 10-3
10.4.3 Annual Inspections .......................................................................................................... 10-3
10.4.4 Special (Complaint) Inspections ..................................................................................... 10-3
10.4.5 Quality Control Inspections ............................................................................................ 10-3
10.4.6 Inspection Costs .............................................................................................................. 10-3
10.4.7 Notice and Scheduling ................................................................................................... 10-3
10.4.8 Owner and Family Inspection Attendance ...................................................................... 10-3
10.4.9 Initial HQS Inspection ..................................................................................................... 10-3
10.4.10 Biennial Inspections ...................................................................................................... 10-3
10.4.11 Annual HQS Inspection ................................................................................................. 10-4
10.4.12 Notification of Inspections .......................................................................................... 10-4
10.4.13 Special Complaint Inspections ..................................................................................... 10-4
10.4.14 Quality Control Inspections .......................................................................................... 10-4

HANO Administrative Plan: Table of Contents
10.4.13 Life Threatening/Emergency Conditions ................................................................. 10-4
10.4.14 Other HQS Violations ............................................................................................... 10-5
10.5 Time Standards for Repairs ......................................................................................... 10-5
13.6 Leasing to Relatives ................................................................. 13-3
13.7 Conflict of Interest ................................................................. 13-3
13.8 Owner Actions that May Result in Disapproval of a Tenancy Request ....................................................................................... 13-3
13.9 Non-Discrimination ...................................................................... 13-4
13.10 Change in Ownership ............................................................... 13-4
13.11 Foreclosure ............................................................................. 13-5
13.12 Owner Termination of Tenancy ................................................. 13-6

Chapter 14: PAYMENT STANDARDS AND UTILITY ALLOWANCES ................................................................. 14-1
14.1 Payment Standards ..................................................................... 14-1
14.2 Applying Payment Standards ..................................................... 14-1
14.2.1 Changes in Payment Standards .......................................... 14-1
14.2.2 Increases in Payment Standards ........................................ 14-1
14.2.3 Decrease in Payment Standards ......................................... 14-1
14.2.4 Changes in Family Unit Size .............................................. 14-2
14.2.5 Payment Standards at Interim Reexamination .................. 14-2
14.2.6 Updating Payment Standards ............................................. 14-2
14.2.7 Exception Payment Standards ........................................... 14-2
14.2.8 Unit-by-Unit Exceptions .................................................... 14-2
14.2.9 “Success Rate” Payment Standard Amounts ...................... 14-3
14.2.10 Decreases in the Payment Standard Below the Basic Range ................................................................. 14-3
14.3 Single Room Occupancy Payment Standards .......................... 14-3
14.4 Utility Allowances .................................................................... 14-3
14.4.1 Reasonable Accommodation ............................................ 14-4
14.5 Application of Utility Allowances ............................................. 14-4
14.6 Single Room Occupancy Utility Allowances ............................. 14-4

Chapter 15: CONTINUED OCCUPANCY ................................................................. 15-1
15.1 Overview ................................................................................ 15-1
15.2 Family Obligations .................................................................... 15-1
15.3 Annual Reexaminations ............................................................. 15-3
15.3.1 Scheduling Annual Reexaminations .................................. 15-3
15.3.2 Notification of and Participation in the Annual Reexamination Process ................................................................. 15-3
15.3.3 Conducting Annual Reexaminations ................................... 15-3
15.3.4 Determining Ongoing Eligibility of Certain Students .......... 15-4
15.3.5 Criminal Background Checks ............................................ 15-4
15.3.6 Household Member Turning 18 between Reexamination Interview and Reexamination Effective Date 15-4
15.3.7 Subsequent Reexaminations and Background Checks .......... 15-5
15.3.8 Effective Dates .................................................................... 15-5
15.3.9 Increases in Rent ............................................................... 15-5
15.3.10 Decreases in Rent ............................................................ 15-5
15.3.11 Delays in Reexamination Processing ................................. 15-5
15.4 Standard for Timely Reporting of Changes ............................... 15-5
15.5 Interim Reexaminations ............................................................ 15-6
15.5.1 Frequency of Reexamination ............................................. 15-6
15.5.2 Family Requests for Interim Reexaminations .................... 15-6
15.5.3 Circumstances Requiring an Interim Reexamination .......... 15-7
15.5.4 Fraud Prevention – Interim Reexamination ....................... 15-7
15.5.5 Temporary and Sporadic Income ........................................ 15-7
15.5.6 Zero Income ....................................................................... 15-7
15.5.7 Earned Income Disallowance ............................................ 15-8
15.5.8 Other Interim Reexamination ............................................. 15-8
15.5.9 Changes in Family and Household Composition ............... 15-8
15.5.10 New Family Members Not Requiring Approval ............... 15-9
15.5.11 New Family and Household Members Requiring Approval .................................................................................... 15-9
15.5.12 Departure of a Family or Household Member .................. 15-9
15.5.13 Processing Interim Reexaminations .................................. 15-9
15.5.14 Effective Dates for Interim Reexaminations ....................... 15-10
15.5.15 Decrease in Family Share of Rent ........................................ 15-10

HANO Administrative Plan: Table of Contents
Chapter 18: INFORMAL REVIEWS AND HEARINGS

18.1 Decisions Subject to Informal Review

18.2 Notice to the Applicant

18.2.1 Scheduling an Informal Review

18.3 Informal Review Procedures

18.4 Informal Review Decision

18.5 Informal Hearings for Participants

18.6 Informal Hearing Officer

18.7 Informal Hearing Procedures

18.7.1 Notice to the Family

18.7.2 Scheduling an Informal Hearing

18.7.3 Attendance at the Informal Hearing

18.7.4 Hearing Officer’s Decision

18.7.5 Reconvening of a Hearing

18.7.6 Notice of Final Decision

18.8 Hearing and Appeal Provisions for Non-Citizens

18.8.1 Notice of Denial or Termination of Assistance for Non-Citizens

18.8.2 USCIS Appeal Process

18.8.3 Informal Hearing Procedures for Applicants - Citizenship

18.8.4 Evidence

18.8.5 Hearing Decision

18.8.6 Informal Hearing Procedures for Residents - Citizenship

18.8.7 Retention of Documents

Chapter 19: TERMINATION OF ASSISTANCE AND TENANCY

19.1 Overview

19.2 Grounds for Termination of Assistance

19.2.1 Family No Longer Requires Assistance

19.2.2 Family Chooses to Terminate Assistance

19.1.1 Termination Due to Permanent Absence from Unit

19.2.3

19.2.4

19.2.5

19.2.6

19.2.7

19.2.8

19.2.9

19.2.10

19.2.11

19.2.12

19.3 Other Authorized Reasons for Termination of Assistance

19.3.1 Insufficient Funding

19.3.2 Missed Appointments and Deadlines

19.4 Method of Termination

19.5 Alternatives to Termination of Assistance - Household Composition

19.6 Alternatives to Termination of Assistance - Repayment of Family Debts

19.7 Criteria for Deciding to Terminate Assistance

19.7.1 Evidence

19.7.2 Consideration of Circumstances

HANO Administrative Plan: Table of Contents
19.8 Terminations related to Domestic Violence, Dating Violence, Sexual Assault, or Stalking..............19-7
19.9 Termination Notice .............................................................................................................19-7
19.10 How Termination of Assistance Affects the HAP Contract and Lease ................................19-7
19.11 Termination of Tenancy by the Owner ..............................................................................19-8
  19.11.1 Termination by the Owner Due to Serious or Repeated Lease Violations ...............19-8
  19.11.2 Termination by the Owner Due to Violation of Federal, State, or Local Law ..........19-8
  19.11.3 Termination by the Owner Due to Criminal Activity or Alcohol Abuse ...............19-8
  19.11.4 Termination by Owner - Evidence of Criminal Activity ........................................19-9
  19.11.5 Termination by Owner Due to Other Good Cause ...................................................19-9
  19.11.6 Owner Initiated Eviction ............................................................................................19-9
  19.11.7 Owner Decision Whether to Terminate Tenancy .....................................................19-10
22.1 Overview .................................................. 22-1
22.1.1 Tenant-Based vs. Project-Based Voucher Assistance ................................. 22-1
22.2 Relocation Requirements .................................................. 22-1
22.3 Equal Opportunity Requirements .................................................. 22-1
22.4 Solicitation and Selection of Proposals .................................................. 22-1
22.4.1 HANO Selection of Proposals Subject to a Previous Competition under a Federal, State, or Local Housing Assistance Program .................................................. 22-2
22.4.2 HANO Selection of HANO-Owned Housing Proposals ................................. 22-3
22.4.3 HUD Waiver of PBV Regulatory Selection Requirements ............................. 22-3
22.4.4 HANO Notice of Owner Selection .................................................. 22-3
22.5 Housing Type .................................................. 22-4
22.5.1 Assistance for Certain Unit Types .................................................. 22-4
22.5.2 Subsidized Housing .................................................. 22-4
22.5.3 Subsidy Layering Requirements .................................................. 22-4
22.5.4 Cap on Number of PBV Units in Each Site .................................................. 22-5
22.6 Promoting Partially-Assisted Buildings .................................................. 22-5
22.7 Site Selection Standards .................................................. 22-6
22.7.1 Compliance with PBV Guidelines, Civil Rights Requirements, and HQS Site Standards .................................................. 22-6
22.7.2 Existing and Rehabilitated Housing Site and Neighborhood Standards .................................................. 22-6
22.7.3 New Construction Site and Neighborhood Standards .................................................. 22-7
22.8 Environmental Review .................................................. 22-7
22.9 Project Based Voucher Program Housing Quality Standards .......................... 22-8
22.9.1 Lead-Based Paint .................................................. 22-8
22.9.2 Housing Accessibility for Persons with Disabilities .................................................. 22-8
22.9.3 Pre-selection Inspection .................................................. 22-8
22.9.4 Pre-HAP Contract Inspections .................................................. 22-8
22.9.5 Turnover Inspections .................................................. 22-8
22.9.6 Annual Inspections .................................................. 22-8
22.9.7 Other Inspections .................................................. 22-8
22.9.8 Inspecting HANO-owned Units .................................................. 22-8
22.9.9 Mixed-Finance Properties .................................................. 22-8
22.9.10 Broadband Infrastructure .................................................. 22-8
22.10 HAP Contract for Rehabilitated or Newly Constructed Units .......................... 22-9
22.10.1 Agreement to Enter into Hap Contract .................................................. 22-9
22.10.2 Content of the Agreement .................................................. 22-9
22.10.3 Execution of the Agreement .................................................. 22-10
22.10.4 Labor Standards .................................................. 22-10
22.10.5 Equal Opportunity .................................................. 22-10
22.10.6 Owner Disclosure .................................................. 22-10
22.10.7 Evidence of Completion .................................................. 22-10
22.10.8 HANO Acceptance of Completed Units .................................................. 22-11
22.10.9 Broadband Infrastructure .................................................. 22-11
22.11 Housing Assistance Payments Contract .................................................. 22-11
22.11.1 Contract Information .................................................. 22-11
22.11.2 Execution of the HAP Contract .................................................. 22-11
22.11.3 Term of HAP Contract .................................................. 22-12
22.11.4 Termination by HANO .................................................. 22-12
22.11.5 Termination by Owner .................................................. 22-12
22.11.6 Remedies for HGS Violations .................................................. 22-12
22.12 Amendments to Housing Assistance Payments Contract .......................... 22-12
22.12.1 Substitution of Contract Units .................................................. 22-12
22.12.2 Addition of Contract Units .................................................. 22-13
22.13 HAP Contract Anniversary and Expiration Dates .................................................. 22-13
22.14 Owner Responsibilities under the HAP Contract .................................................. 22-13
22.15 Additional HAP Requirements .................................................. 22-14
22.16 HAP Contract Anniversaries and Expiration Dates .................................................. 22-14
22.17 Vacancy Payments .................................................. 22-14
22.17.1 Eligibility for PBV Assistance .................................................. 22-14

HANO Administrative Plan: Table of Contents
22.17.2 In-Place Families

22.18 PBV Wait List

22.18.1 Organization of the Wait List

22.18.2 Placement on the PBV SBWL
<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>22.18.3 Selection from the Wait List</td>
<td>22-15</td>
</tr>
<tr>
<td>22.18.4 Units with Accessibility Features</td>
<td>22-15</td>
</tr>
<tr>
<td>22.18.5 Preferences</td>
<td>22-16</td>
</tr>
<tr>
<td>22.19 Offer of PBV Assistance</td>
<td>22-16</td>
</tr>
<tr>
<td>22.19.1 Disapproval by Landlord</td>
<td>22-17</td>
</tr>
<tr>
<td>22.20 Family Briefing</td>
<td>22-17</td>
</tr>
<tr>
<td>22.20.1 Persons with Disabilities</td>
<td>22-17</td>
</tr>
<tr>
<td>22.20.2 Persons with Limited English Proficiency</td>
<td>22-17</td>
</tr>
<tr>
<td>22.20.2.2.20.3</td>
<td></td>
</tr>
<tr>
<td>Family Obligations</td>
<td></td>
</tr>
<tr>
<td>22.21 Owner Selection of Tenants</td>
<td>22-17</td>
</tr>
<tr>
<td>22.21.1 Leasing</td>
<td>22-17</td>
</tr>
<tr>
<td>22.21.2 Filling Vacancies</td>
<td>22-17</td>
</tr>
<tr>
<td>22.21.3 Reduction in HAP Contract Units Due to Vacancies</td>
<td>22-17</td>
</tr>
<tr>
<td>22.21.4 Rent Screening</td>
<td>22-18</td>
</tr>
<tr>
<td>22.21.5 Tenancy Addendum</td>
<td>22-18</td>
</tr>
<tr>
<td>22.21.6 HANO Responsibility</td>
<td>22-18</td>
</tr>
<tr>
<td>22.22.2 Owner Responsibility</td>
<td>22-18</td>
</tr>
<tr>
<td>22.23 Lease</td>
<td>22-18</td>
</tr>
<tr>
<td>22.23.1 Form of Lease</td>
<td>22-18</td>
</tr>
<tr>
<td>22.23.2 Lease Requirements</td>
<td>22-19</td>
</tr>
<tr>
<td>22.23.3 Tenancy Addendum</td>
<td>22-19</td>
</tr>
<tr>
<td>22.23.4 Initial Term and Lease Renewal</td>
<td>22-19</td>
</tr>
<tr>
<td>22.23.5 Changes in the Lease</td>
<td>22-19</td>
</tr>
<tr>
<td>22.23.6 Owner Termination of Tenancy</td>
<td>22-20</td>
</tr>
<tr>
<td>22.23.7 Non-Compliance with Supportive Services Requirement</td>
<td>22-20</td>
</tr>
<tr>
<td>22.23.8 Family Tenant Absence from the Unit</td>
<td>22-20</td>
</tr>
<tr>
<td>22.23.9 Security Deposits</td>
<td>22-20</td>
</tr>
<tr>
<td>22.24 Overcrowded, Under-occupied and Accessible Units</td>
<td>22-20</td>
</tr>
<tr>
<td>22.25 Family Lease Termination</td>
<td>22-21</td>
</tr>
<tr>
<td>22.26 Exceptions to the Occupancy Cap</td>
<td>22-21</td>
</tr>
<tr>
<td>22.27 Rent to Owner</td>
<td>22-22</td>
</tr>
<tr>
<td>22.27.1 Rent Limits</td>
<td>22-22</td>
</tr>
<tr>
<td>22.27.2 Certain Tax Credit Units</td>
<td>22-22</td>
</tr>
<tr>
<td>22.27.3 Exception Payment Standards and Utility Allowances</td>
<td>22-23</td>
</tr>
<tr>
<td>22.27.4 Rent Increase</td>
<td>22-23</td>
</tr>
<tr>
<td>22.27.5 Rent Decrease</td>
<td>22-24</td>
</tr>
<tr>
<td>22.27.6 Notice of Rent Changes</td>
<td>22-24</td>
</tr>
<tr>
<td>22.28 Reasonable Rent</td>
<td>22-24</td>
</tr>
<tr>
<td>22.28.1 When Rent Reasonable Determinations are Required</td>
<td>22-24</td>
</tr>
<tr>
<td>22.28.2 HANO-owned Units</td>
<td>22-24</td>
</tr>
<tr>
<td>22.28.3 Reasonable Rent Determination</td>
<td>22-24</td>
</tr>
<tr>
<td>22.28.4 Owner Certification of Reasonable Rent</td>
<td>22-24</td>
</tr>
<tr>
<td>22.28.5 Other Subsidy</td>
<td>22-25</td>
</tr>
<tr>
<td>22.28.6 Combining Subsidy</td>
<td>22-25</td>
</tr>
<tr>
<td>22.28.7 Rent Control</td>
<td>22-25</td>
</tr>
<tr>
<td>22.28.8 Housing Assistance Payments</td>
<td>22-25</td>
</tr>
<tr>
<td>22.29 Tenant Rent to Owner</td>
<td>22-26</td>
</tr>
<tr>
<td>22.30 Tenant and HANO Responsibilities</td>
<td>22-26</td>
</tr>
<tr>
<td>22.30.2 Utility Allowance Payments</td>
<td>22-26</td>
</tr>
<tr>
<td>22.31 Other Fees and Charges</td>
<td>22-26</td>
</tr>
<tr>
<td>Chapter 23: FAMILY SELF SUFFICIENCY</td>
<td>23-1</td>
</tr>
<tr>
<td>23.1 Overview</td>
<td>23-1</td>
</tr>
<tr>
<td>23.2 FSS Program Coordinating Committee</td>
<td>23-1</td>
</tr>
<tr>
<td>23.3 FSS Eligible Program Participants</td>
<td>23-1</td>
</tr>
<tr>
<td>23.4 Denial of Participation</td>
<td>23-2</td>
</tr>
<tr>
<td>23.5 Completion of the Contract</td>
<td>23-2</td>
</tr>
<tr>
<td>23.6 Participation with HCV Program Assistance</td>
<td>23-2</td>
</tr>
<tr>
<td>23.7 FSS Participation</td>
<td>23-2</td>
</tr>
<tr>
<td>23.8 Escrow Account</td>
<td>23-2</td>
</tr>
<tr>
<td>Section</td>
<td>Page</td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>23.8.1 Guidelines for Determining the FSS Credit for Very Low Income Families</td>
<td>23-3</td>
</tr>
<tr>
<td>23.8.2 Guidelines for Determining the FSS Credit for Low Income Families</td>
<td>23-4</td>
</tr>
<tr>
<td>23.8.3 Timing of the Escrow Credit Calculations</td>
<td>23-4</td>
</tr>
<tr>
<td>23.8.4 Crediting the Escrow Account</td>
<td>23-4</td>
</tr>
<tr>
<td>23.8.5 Investing the FSS Account</td>
<td>23-5</td>
</tr>
<tr>
<td>23.8.6 Reporting on the FSS Account</td>
<td>23-5</td>
</tr>
<tr>
<td>23.8.7 Disbursing the FSS Account</td>
<td>23-5</td>
</tr>
<tr>
<td>23.8.8 Use of FSS Funds</td>
<td>23-6</td>
</tr>
<tr>
<td>23.8.9 Interim Disbursements</td>
<td>23-6</td>
</tr>
<tr>
<td>23.8.10 Final Disbursements</td>
<td>23-7</td>
</tr>
<tr>
<td>23.8.11 Forfeiting the Account</td>
<td>23-7</td>
</tr>
<tr>
<td>23.9 Non-Compliance with FSS Requirements</td>
<td>23-8</td>
</tr>
<tr>
<td>23.10 Termination of the Contract of Participation</td>
<td>23-8</td>
</tr>
<tr>
<td>23.11 Changes in Family Composition</td>
<td>23-8</td>
</tr>
<tr>
<td>23.12 FSS Portability</td>
<td>23-9</td>
</tr>
<tr>
<td>23.12.1 Port-Ins</td>
<td>23-9</td>
</tr>
<tr>
<td>23.12.2 Port-Outs</td>
<td>23-9</td>
</tr>
<tr>
<td>23.12.3 Transfer to the Receiving Housing Authority’s FSS Program</td>
<td>23-10</td>
</tr>
<tr>
<td>23.12.4 Escrow Accounts</td>
<td>23-10</td>
</tr>
<tr>
<td>23.12.5 Monitoring Status</td>
<td>23-10</td>
</tr>
<tr>
<td>23.12.6 Termination</td>
<td>23-10</td>
</tr>
<tr>
<td>23.13 FSS Reporting Requirements</td>
<td>23-11</td>
</tr>
</tbody>
</table>

GLOSSARY OF SUBSIDIZED HOUSING TERMS

GLOSSARY OF ACRONYMS

ELIGIBILITY APPENDIX: VIOLENCE AGAINST WOMEN ACT PROTECTIONS

ELIGIBILITY APPENDIX: DETAILED DEFINITIONS RELATED TO DISABILITIES

ELIGIBILITY APPENDIX: DEFINITION OF INSTITUTION OF HIGHER EDUCATION
1.1 INTRODUCTION

In 1974, Congress passed the Housing and Community Development Act, which amended the United States Housing Act of 1937 to create the “Section 8 Program,” known today as the Housing Choice Voucher (HCV) program. The HCV program subsidizes leased housing for low-income families and individuals. The program is federally funded through the United States Department of Housing and Urban Development and is carried out by local housing authorities. The HCV program is administered for Orleans Parish through the Housing Authority of New Orleans (HANO). The legal boundaries of the City of New Orleans designate the jurisdiction within which HANO operates.

1.2 MISSION STATEMENT

As the Legislature of the State of Louisiana has determined that the availability of decent, safe, affordable housing for low to moderate income citizens is a fundamental state value that creates economic and ethnic diversity and is an essential public function, it is therefore the Mission of the Housing Authority of New Orleans to provide and encourage the development of quality, affordable housing and the preservation of healthy, vibrant neighborhoods for the citizens of New Orleans in a manner that promotes self-sufficiency and economic opportunity.

1.3 OVERVIEW AND PURPOSE OF THE PLAN

The Housing Authority of New Orleans (HANO) administers the HCV program in conformance with all applicable federal, state and local regulatory requirements.

The Administrative Plan is required by the U.S. Department of Housing and Urban Development (HUD), to establish policies for implementing programs in a manner consistent with HUD requirements, and HANO’s agency goals and objectives.

In addition, the administrative plan addresses policies for the following special programs:

- Single Room Occupancy (SRO)
- Homeownership
- Family Self-Sufficiency
- VASH (Veterans Affairs Supportive Housing)
- Project-Based Vouchers
- Mainstream
- Disaster Housing Assistance (DHAP)

This plan may be updated and changed in accordance with changes in regulations, agency goals and objectives, or efforts to assure operational and staff consistency.

Where it is not specifically designated, timeframes indicated by number of days will be considered calendar days.
HANO will review and update the Administrative Plan as needed to reflect changes in regulations, HANO operations, or as needed to ensure staff consistency in operation. The original plan and any changes are approved by HANO’s Board of Commissioners.

HANO, from time to time, may make non-substantive changes and edits to the Administrative Plan to clarify policy language.

All HUD regulations are immediately effective in HANO policies and will be included in this plan as it is updated.

1.4 **Applicable Regulations**

HANO’s HCV program and Administrative Plan are governed by the following regulations, including, but not limited to:

- 24 CFR Part 5: General Program Requirements
- 24 CFR Part 8: Nondiscrimination
- 24 CFR Part 982: Section 8 Tenant Based Assistance: Housing Choice Voucher Program
- 24 CFR Part 35: Lead-Based Paint
- 24 CFR Part 100: Non-discrimination, Handicap (disability)
- 24 CFR Part 792: Section 8 Fraud Recoveries
- 24 CFR Part 882: Moderate Rehabilitation Program
- 24 CFR Part 888: Section 8 Fair Market Rents
- 24 CFR Part 982: Tenant Based Assistance
- 24 CFR Part 983: Project-Based Voucher Program
- 24 CFR Part 984: Family Self-Sufficiency

1.5 **Standards of Ethics and Service**

HANO’s standards of ethics and service include:

- Achieve high ratings in compliance measurement indicators while maintaining efficiency in program operation to ensure fair and consistent treatment of clients served.
- Provide decent, safe, and sanitary housing while ensuring that family rents are fair, reasonable, and affordable.
- Encourage self-sufficiency of participant families.
- Maintain quality service and integrity while supporting property owners’ efforts to rent to very low-income families.
- Create positive public awareness and expand the level of family, owner, and community support in accomplishing HANO’s mission.
• Attain and maintain a high level of standards and professionalism in day-to-day management of all program components.

• Administer an efficient, high-performing agency through continuous improvement of HANO’s operations, human resources and customer support.

HANO will, to the extent possible, keep program participants informed of HCV program rules and regulations, and advise participants of how the program rules affect them.
CHAPTER 2: GENERAL POLICIES

2.1 PROGRAM ACCOUNTS AND RECORDS
24 CFR 982.158

HANO will maintain complete and accurate accounts and other records for the program in accordance with HUD requirements, in a manner that permits quick and effective auditing. Records will be in the form required by HUD, including requirements governing computerized or electronic forms of record keeping.

To the extent permitted by federal or state requirements, during the term of each Housing Choice Voucher program tenancy, and for at least 3 years thereafter, HANO will keep all documents related to a family’s eligibility, tenancy, and lease termination.

In addition, HANO will keep the following for at least three years post-tenancy:

- A copy of the executed lease
- The HAP contract
- The application from the family
- HANO will keep the following records for at least three years:
  - Records that provide income, racial, ethnic, gender, and disability status data on program applicants and participants
  - An application from each ineligible family and notice that the applicant is not eligible
  - HUD-required reports
  - Unit inspection reports
  - Lead-based paint records
  - Accounts and other records supporting HANO budget and financial statements for the program
  - Records to document the basis for HANO determination that rent to owner is a reasonable rent (initially and during the term of a HAP contract)
  - Other records specified by HUD.

2.2 RECORDS MANAGEMENT

HANO’s practices and procedures are designed to safeguard the privacy of applicants and tenants.

2.2.1 Privacy Act Requirements

The collection, maintenance, use, and dissemination of social security numbers (SSN), employer identification numbers (EIN), any information derived from these numbers, income information of applicants and tenants and other personally identifiable information of applicants and tenants shall be conducted, to the extent applicable, in compliance with the Privacy Act of 1974, and all other provisions of Federal, State, and local law.
Applicants and tenants, including all adults in the household, are required to sign a consent form, HUD-9886, Authorization for Release of Information, or other form approved by HUD. This form incorporates the Federal Privacy Act Statement and describes how the information collected using the form may be used, and under which conditions HUD or HANO may release the information collected.

2.3 UPPFRONT INCOME VERIFICATION (UIV) RECORDS

HANO shall adhere to the security procedures for accessing and protecting EIV data through HUD’s Enterprise Income Verification (EIV) system as required by HUD.

HANO shall adhere to the United States Citizenship and Immigration Services (USCIS) security procedures for accessing and protecting citizenship data obtained through the SAVE electronic data base.

2.4 CRIMINAL RECORDS

Consistent with the limitations on disclosure of records, HANO will ensure that any criminal record received by HANO from a law enforcement agency and any records received with respect to sex offender registration from a State or local agency is:

- Maintained confidentially
- Not misused or improperly disseminated
- Destroyed once the purpose(s) for which the record was requested has been accomplished, including expiration of the period for filing a challenge to a HANO action without institution of a challenge or final disposition of any such litigation.
- HANO will retain a record of the screening, including the type of screening and the date performed.

In all cases where criminal record or sex offender registration information would result in a denial, HANO will notify the household in writing of the proposed adverse action and provide an opportunity to dispute the accuracy and relevance of the information before an eviction or lease enforcement action is taken. HANO will provide access to the record, upon request, to the applicant/tenant and the subject of the record.

Disputes must be submitted in writing. The family will be given 10 business days from the date of HANO notice to dispute the accuracy and relevance of the information. If the family does not contact HANO to dispute the information within that 10 business day period, HANO will proceed with the eviction or lease enforcement action.

Should the tenant not exercise the right to dispute prior to any adverse action, the tenant still has the right to dispute through a court trial.

2.5 MEDICAL/DISABILITY RECORDS

If an applicant requests a reasonable accommodation or other assistance related to a disability, HANO may request documentation necessary to verify the need for the accommodation. HANO shall not inquire about the nature or severity of a person’s disability or about a person’s diagnosis or details of treatment for a disability or medical condition. HANO will destroy, redact, or return any medical documentation that states the nature or extent of a person’s disability or medical condition.

2.6 ADMINISTRATIVE FEE RESERVE

24 CFR 982.155
HANO will maintain an administrative fee reserve for the program to pay program administrative expenses in excess of administrative fees paid by HUD for a HANO fiscal year. If funds in the administrative fee reserve are not needed to cover HANO administrative expenses, HANO may use these funds for other housing purposes permitted by federal, state and local law.

Expenditures from the administrative fee reserve will be made in accordance with all applicable federal requirements. Expenditures will not exceed $10,000 per occurrence without the prior approval of HANO’s Board of Commissioners.

2.7 Determination of Insufficient Funding

HANO will determine whether there is adequate funding to issue vouchers, approve moves to higher cost units and areas, and continue subsidizing all current participants by comparing HANO’s annual budget authority to the annual total HAP needs.
CHAPTER 3: FAIR HOUSING AND EQUAL OPPORTUNITY

3.1 INTRODUCTION

This chapter explains the laws and HUD regulations requiring HANO to affirmatively further civil rights and fair housing in all federally assisted housing programs. The letter and spirit of these laws are implemented through consistent policies and processes. The responsibility to further nondiscrimination pertains to all areas of HANO’s HCV operations.

3.2 NON-DISCRIMINATION

HANO treats all applicants and participants equally, providing the same quality of service, regardless of family characteristics and background. Federal law prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, age, familial status, and disability. In addition, HUD regulations provide for additional protections regarding sexual orientation, gender identity, and marital status. HANO will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

- Title VI of the Civil Rights Act of 1964
- Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)
- Executive Order 11063
- Section 504 of the Rehabilitation Act of 1973
- Discrimination Act (ADA) of 1975
- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)
- The Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule, published in the Federal Register February 3, 2012
- Violence Against Women Reauthorization Act of 2013 (VAWA 2013)

HANO will not discriminate because of race, color, sex, religion, familial status, gender identity, age, disability, or national origin (called “protected classes”). Familial status includes 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.

HANO will not use any of the family characteristics and background described above to:

- Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in the Housing Choice Voucher Program;
- Provide housing that is different from that provided to others;
- Subject anyone to segregation or disparate treatment;
- Restrict anyone’s access to any benefit enjoyed by others in connection with the housing program;
• Treat a person differently in determining eligibility or other requirements for admission;
• Steer an applicant or participant toward or away from a particular area based any of these factors;
• Deny anyone access to the same level of services;
• Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program;
• Discriminate in the provision of residential real estate transactions;
• Discriminate against someone because they are related to or associated with a member of a protected class; or
• Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class.

3.3 Providing Information to Families and Owners

HANO takes steps to ensure that families and owners are fully aware of all applicable civil rights laws. As part of the briefing process, HANO will provide information to HCV applicant families and owners about civil rights requirements and the opportunity to rent in a broad range of neighborhoods.

The Housing Assistance Payments (HAP) contract informs also owners of the requirement not to discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the contract.

3.4 Discrimination Complaints

Applicants or participants who believe that they have been subject to unlawful discrimination may notify HANO’s legal department in writing. HANO will attempt to remedy discrimination complaints made against HANO.

HANO will provide a copy of a discrimination complaint form to the complainant and provide them with information on how to complete and submit the form to HUD’s office of Fair Housing and Equal Opportunity (FHEO).

3.5 Policies Related to Persons with Disabilities

HANO strives to ensure that persons with disabilities have full access to HANO’s programs and services.

HANO may need to verify that a person requesting an accommodation is a qualified individual with a disability. HANO must also determine whether an accommodation is necessary to provide the individual with an equal opportunity to participate in the HCV program. A person who does not meet the definition of disability is not entitled to a reasonable accommodation. (See Eligibility Appendix: Detailed Definitions Related to Disabilities.)

3.6 Request for an Accommodation

Requests to HANO for an accommodation should be made in writing. However, if an applicant or participant indicates that an exception, change, or adjustment to a rule, policy, practice, or service is needed because
of a disability, HANO will treat the information as a request for a reasonable accommodation, even if no formal request is made.

HANO requires individuals to certify that they are a person with a disability, under the following Americans with Disabilities Act Amendments Act of 2008 definition of disability:

- “A physical or mental impairment that substantially limits one or more major life activities of an individual; a record of such impairment; or being regarded as having such an impairment” (Section 902.1).

If a person’s disability is obvious, or otherwise known to HANO, and if the need for the requested accommodation is also readily apparent or known, no further verification will be required (see Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations Under the Fair Housing Act, www.fairhousingfirst.org).

The family must explain what type of accommodation is needed to provide the person with the disability full access to HANO’s programs and services.

If the need for the accommodation is not readily apparent or known to HANO, the family must explain the relationship between the requested accommodation and the disability. There must be an identifiable relationship, or nexus, between the requested accommodation and the individual’s disability. HANO may request verification necessary to determine the need for or type of accommodation.

All requests for access and related review of accommodation requests will be received and determined by the authorized HANO HCV/HCV program Director 504 Coordinator. The HANO HCV program Director may designate other HCV program staff to approve requests for an accommodation. However, the HANO HCV program Director must review any denial of an accommodation, and may. The 504 Coordinator may consult with the legal department to assure appropriate actions are taken, if applicable. Please see Fair Housing Appendix: Reasonable Accommodation Policy for more details.

### 3.7 Verification of Disability

When a disability is not obvious or known to HANO, HANO will follow the following policies on verification:

Third-party verification must be obtained from an individual identified by the family who is competent to make the determination. A doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual’s disability may provide verification of a disability (see Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act).

HANO will request only information that is necessary to evaluate the disability-related need for the accommodation. HANO will not inquire about the nature or extent of any disability. Confidential information about a person’s specific diagnosis, treatment, or the nature or severity of the disability, will not be retained in the participant file.

### 3.8 Approval or Denial of a Requested Accommodation

HANO will approve a request for an accommodation if the following three conditions are met:

- The request was made by or on behalf of a person with a disability;
- There is a disability-related need for that accommodation; and
- The requested accommodation is reasonable, meaning it would not impose an undue financial and administrative burden on HANO.

Requested accommodations will not be approved if one of the following would occur as a result:
• A violation of State and/or federal law;
• A fundamental alteration in the nature of HANO housing program;
• An undue financial and administrative burden on HANO;
• A structurally infeasible alteration; or
• An alteration requiring the removal or alteration of a load-bearing structural member.

Requests for accommodations must be assessed on a case-by-case basis, taking into account factors such as the overall size of the PHA’s program with respect to the number of employees, type of facilities and size of budget, type of operation including composition and structure of workforce, the nature and cost of the requested accommodation, and the availability of alternative accommodations that would effectively meet the family’s disability-related needs to the extent applicable to HCV. (Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act).

After a request for an accommodation is presented, HANO will respond, in writing, in a timely fashion.

If HANO denies a request for an accommodation because it is not reasonable, the notice will inform the family of the right to appeal HANO’s decision through an informal hearing.

3.8.1 Alternative Accommodations

If HANO denies a request for an accommodation because it is not reasonable (it would impose an undue financial and administrative burden or fundamentally alter the nature of HANO’s operations), HANO may review with the family alternative accommodations which could effectively address the family’s disability-related needs without a fundamental alteration to the HCV program and without imposing an undue financial and administrative burden.

If HANO believes that the family has failed to identify a reasonable alternative accommodation after interactive discussion and negotiation, HANO will notify the family, in writing, of its determination in a timely fashion. The notice will inform the family of the right to appeal HANO’s decision through an informal hearing.

3.9 Program Accessibility for Persons with Hearing or Vision Impairments

24CFR 8.6

HUD regulations require HANO to ensure that persons with disabilities related to hearing and vision have reasonable access to HANO’s programs and services. At the initial point of contact with each applicant, HANO shall inform all applicants of alternative forms of communication that can be used other than plain language paperwork.

3.10 Physical Accessibility

HANO complies with the applicable requirements pertaining to physical accessibility, including:

• Section 504 of the Rehabilitation Act of 1973;
• The Americans with Disabilities Act of 1990;
• The Architectural Barriers Act of 1968;
• The Fair Housing Act of 1988.
This policy, the Administrative Plan, describes the key policies that govern HANO’s responsibilities with regard to physical accessibility and will be made readily available to applicants and participants; and

When issuing a Voucher to a family that includes an individual with disabilities, HANO may include a current list of available accessible units known to HANO and may assist the family in locating an available accessible unit, if necessary.

In general, owners must permit the family to make reasonable modifications to the unit. However, the owner is not required to pay for the modification and may require that the unit be restored to its original state at the family’s expense when the family moves.

Reasonable modifications are subject to the following:

The design, construction, or alteration of HANO facilities must conform to the Uniform Federal Accessibility Standards (UFAS). Newly-constructed facilities must be designed to be readily accessible to and usable by persons with disabilities. Alterations to existing facilities must be accessible to the maximum extent feasible, defined as not imposing an undue financial and administrative burden on the operations of the HCV program.

3.11 Denial or Termination of Assistance – Families with Disabled Household Members

HANO’s decision to deny or terminate the assistance to a family that includes a person with disabilities is subject to consideration of reasonable accommodation.

When applicants with disabilities are denied assistance, the notice of denial will inform them of HANO’s informal review process and their right to request an informal review. In addition, the notice will inform applicants with disabilities of their right to request reasonable accommodations to participate in the informal review process.

When a participant family’s assistance is terminated, the notice of termination will inform them of HANO’s informal hearing process and their right to request a hearing and reasonable accommodation.

When reviewing reasonable accommodation requests, HANO will consider whether any mitigating circumstances can be verified to explain and overcome the problem that led to HANO’s decision to deny or terminate assistance. If a reasonable accommodation will allow the family to meet the requirements, HANO may make the accommodation.

3.12 Improving Access to Services for Persons with Limited English Proficiency

Language for Limited English Proficiency Persons (LEP) can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the HCV program. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin. This part incorporates the Notice of Guidance to Federal Assistance Recipients Regarding Title VI Prohibition Affecting Limited English Proficient Persons, published December 19, 2003 in the Federal Register.

HANO will take affirmative steps to communicate with people who need services or information in a language other than English by utilizing bilingual staff or Language Bank Volunteers. These persons will be referred to as LEP.

LEP is defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. For the purposes of this Administrative Plan, LEP persons are HCV applicants and participants, and parents and family members of applicants and participants.
In order to determine the level of access needed by LEP persons, HANO will balance the following four factors:

- The number or proportion of LEP persons eligible to be served or likely to be encountered by the Housing Choice Voucher program;
- The frequency with which LEP persons come into contact with the program;
- The nature and importance of the program, activity, or service provided by the program to people's lives; and
- The resources available to HANO and costs.

Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on HANO.

3.12.1 Oral Interpretation

HANO will analyze the various kinds of contacts it has with the public to assess language needs and decide what reasonable steps should be taken. “Reasonable steps” may not be reasonable where the costs imposed substantially exceed the benefits.

Where LEP persons desire, they will be permitted to use, at their own expense, an interpreter of their own choosing, in place of or as a supplement to the free language services offered by HANO. This interpreter may be a family member or friend. Each HANO department office or location that provides direct services must provide oral interpretation upon request and at no charge to LEP persons at points of contact and service to ensure meaningful access to HANO’s direct services. HANO shall notify all applicants, residents, and participants of their ability to request an interpreter in notices from HANO for hearings, interviews, scheduled appointments, and adverse action. If necessary, appointments/interviews/hearings/conferences may need to be rescheduled to a later date in order to provide language assistance services. HANO staff that are fluent in English and additional language(s) will be utilized as available to provide interpretive services to LEP individuals.

Types of activities for which interpretive services must be offered to LEP persons include, but are not limited to the following:

- Eligibility Interview
- Voucher Briefing
- Housing Offer and Lease Signing
- Resident/Applicant/Participant Private Conferences and Hearings
- Interviews regarding Annual and Interim Rent Recertifications
- Transfer and Residual Tenancy Application
- Reasonable Accommodation Request
- Notice of Public Hearings

HANO staff is prohibited from requiring or asking LEP persons to bring their own interpreter. If a LEP person requests that an adult family member or friend (18 years of age or older) provide interpretation, this practice is acceptable only if it is his/her choice. The employee must advise the LEP person about the availability of free language services and document in writing if the LEP person still chooses to have his/her own interpreter.

There are some situations where the use of family members or friends is not appropriate e.g., in situations involving domestic abuse, sexual assault, or in hearings related to adverse actions. In these instances, qualified HANO interpreters or others must provide language assistance. In situations where the HANO proposes to take adverse action against a LEP person, a qualified interpreter must provide language services.

Note: For sign language interpreters, applicants, residents, or participants shall submit the HANO Request for Reasonable Accommodation form. For further information related to persons who need sign language interpreters please refer to the HANO’s policies on Reasonable Accommodation which are available at HANO’s Offices and are posted on the HANO’s web site.

3.12.2 Written Translation
Documents will be translated as required by applying the four factor analysis. Translation of other documents, if needed, can be provided orally or if HANO is not required to translate vital written materials, HANO will provide written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials. Documents which contain vital information or information that is critical for ensuring meaningful access to HANO’s direct services are considered Vital Documents. Each Department Director shall conduct an initial review of its written documents for the purpose of assessing whether any document contains vital information and requires translation. A similar review at time of creation will be conducted to determine if new documents contain vital information and require translation. HANO will translate documents containing vital information if Department Directors have indicated the need. This commitment is subject to the availability of appropriated funds. It may not occur in full if the translations would create an undue administrative and financial burden on HANO.

3.12.3 Implementation Plan

After deciding what language assistance services are appropriate, HANO shall determine whether it is necessary to develop a written implementation plan to address the identified needs of the LEP populations it serves.

If it is determined that HANO serves very few LEP persons, and HANO has very limited resources, HANO may not develop a written LEP plan, but will consider alternative ways to articulate in a reasonable manner a plan for providing meaningful access.

3.13 VIOLENCE AGAINST WOMEN ACT PROTECTIONS (SEE ELIGIBILITY APPENDIX)

Applicants who otherwise qualify for assistance or admission will not be denied admission on the basis that the applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. VAWA does not limit HANO’s authority to deny assistance to an individual or family that is not otherwise qualified or eligible for assistance.

3.13.1 Prohibition Against Termination of Assistance Related to Victims of Domestic Violence, Dating Violence, Sexual Assault, and Stalking

Criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, engaged in by a member of a tenant’s household or any affiliated individual will not be the basis 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 that domestic violence, dating violence, sexual assault, or stalking.
Incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be construed either as serious or repeated violations of the lease by the victim of such violence or as good cause for terminating the tenancy or occupancy rights of the victim of such violence.

Notwithstanding the foregoing, HANO may exercise its authority to, 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, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant. Further, HANO retains its authority to terminate the tenancy of any tenant if HANO concludes that there is an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant is not evicted or terminated from assistance. VAWA does not limit HANO’s authority to deny or terminate assistance to an individual or family that is not otherwise qualified or eligible for assistance.
CHAPTER 4: ELIGIBILITY

4.1 OVERVIEW

Every individual and family admitted to the HCV program must meet all program eligibility requirements. This includes any individual approved to join a family after the family has been admitted to the program. Families must provide any information needed by HANO to confirm eligibility and determine the level of the family’s assistance.

4.2 General Eligibility Factors
24 CFR 982.201(b)

To be eligible for the HCV program, the applicant family must:

- Qualify as a family as defined by HUD and HANO.
- Have income at or below HUD-specified income limits.
- Qualify on the basis of citizenship or the eligible immigrant status of family members.
- Provide social security number information for family members as required.
- Consent to HANO's collection and use of family information as provided for in HANO-provided consent forms.

HANO must determine that the current or past behavior of household members does not include activities that are prohibited by HUD or HANO.

4.3 Family and Household
24 CFR 982.201(b), HUD-50058 IB, p. 13, 24 CFR 5.403

4.3.1 Family

To be eligible for admission, an applicant must qualify as a family. Family as defined by HUD, includes but is not limited to the following, regardless actual or perceived sexual orientation, gender identity, or marital status, a single person, who may be an elderly person, disabled person, near-elderly person, or any other single person; or a group of persons residing together. Such group includes, but is not limited to a family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family), an elderly family, a near-elderly family, a disabled family, a displaced family, or the remaining member of a tenant family. Two or more individuals who are not related by blood, marriage, adoption, or other operation of law are also considered a family.

Gender Identity means actual or perceived gender characteristics.

Sexual orientation means homosexuality, heterosexuality, or bisexuality.

Family may include any one of the following:

- A single person (Sole Member)
- A group of persons, which may include:
  - A single person, or a group of persons with a child or children
Two or more elderly or disabled adults living together

One or more elderly or disabled persons living with one or more live-in aides

Each family must identify the individuals to be included in the family at the time of application. The family must report any changes in the family composition within 10 business days of the change.

4.3.2 Household

HANO defines a household as the family plus any additional people who reside in the unit with HANO’s permission, such as live-in aides, foster children, and foster adults.

4.4 FAMILY BREAK-UP AND REMAINING MEMBER OF TENANT FAMILY

4.4.1 Family Break-up While on Wait List
24 CFR 982.315

If a court determines the disposition of property between members of the assisted family or wait list family in a divorce decree, HANO is bound by the court's determination of which family members continue to receive assistance or remain on the wait list.

When a family on the wait list breaks up into two otherwise eligible families, only one of the new families may retain the original application date. Other former family members may make a new application with a new application date if the wait list is open.

In the absence of a judicial decision, or a written agreement among the original family members about who retains the voucher, HANO, the head of household listed on the original application will remain on the wait list. HANO may take into consideration the following factors: (1) the interest of any minor children, including custody arrangements; (2) the interest of any ill, elderly, or disabled family members; (3) the interest of any family member who is the victim of domestic violence, dating violence, sexual assault, or stalking, including a family member who was forced to leave an assisted unit as a result of such actual or threatened abuse; (4) any possible risks to family members as a result of criminal activity; and (5) the recommendations of social service professionals.

4.5 REMAINING MEMBER OF A TENANT FAMILY
24 CFR 5.403

Remaining member of a tenant family includes:

- A member of an assisted family (per HUD’s definition of family) who remains in the unit when other members of the family have left the unit, either through death, abandonment or incarceration, including a dependent.

Household members such as live-in aides, foster children, and foster adults do not qualify as remaining members of a family.

If dependents are the only “remaining members of a tenant family” and there is no family member able to assume the responsibilities of the head of household, see Chapter: Continued Occupancy Standards.

4.6 HEAD OF HOUSEHOLD
24 CFR 5.504(b)

Under Louisiana State law, the Head of Household must:

- Have the legal capacity to enter into a lease under Louisiana law.
4.6.1 Spouse, Co-Head, and Other Adult

A family may have a spouse or co-head, but not both [HUD-50058 IB, p. 13]. The following are the definitions for spouse, co-head and other adult:

4.6.2 Spouse

The marriage partner of the head of household.

The marriage partner spouse may be a person who has demonstrated an interdependent relationship, as defined in Section 6.2.8 Family Composition of the HANO Administrative Plan, with the head of household of an assisted family.

Does not apply to friends, roommates, or significant others who are not marriage partners as described above.

A minor who is emancipated under Louisiana law may be designated as a spouse, as described above.

4.6.3 Co-Head

A member of an assisted family who is equally responsible with the head of household for ensuring that the family fulfills all of its responsibilities under the program.

A co-head must not be the spouse, as defined in this Administrative Plan, of the head of an assisted family.

A family can have only one co-head, but only if the family does not have a spouse.

A minor who is emancipated under Louisiana law may be designated as a co-head.

4.6.4 Other Adult

A family member, other than the head, spouse, or co-head, who is 18 years of age or older.

Foster adults and live-in aides are not considered other adults.

A minor who is emancipated under Louisiana law may only be considered as a head, spouse, or co-head under this section.

4.7 DEPENDENTS

24 CFR 5.603

A dependent is a family member who is under 18 years of age or a person of any age who is a person with a disability or a full-time student, except that the following persons can never be dependents:

- The head of household
- Spouse
• Co-head
• Foster children/adults
• Live-in aides

Identifying each dependent in the family is important because each dependent qualifies the family for a deduction from annual income as described in Chapter: Income and Subsidy Determinations.

4.7.1 Joint Custody of Dependents

Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or participant family more than 50 percent of the time.

When more than one applicant or participant family is claiming the same dependents as family members, the family with legal custody at the time of the initial examination or reexamination (annual or interim) will be able to claim the dependents. If there is a dispute about which family will claim the dependents, HANO’s HCV Program Director will make a case-by-case determination based on the following factors:

• Documentation of court-ordered custody
• Evidence of filing for court ordered custody
• Custody by mandate
• Name listed on the dependent’s birth certificate for either father or mother
• Medical Records
• School Records
• Other evidence of physical custody

When both parents are incarcerated, deceased, under long-term hospitalization and/or cannot be located, HANO will accept a sworn affidavit from the head of household, and supporting documentation. In situations where the parents cannot be located, the family must also provide documentation of the length of time that the parent has been absent, or the efforts made to locate the parent. Supporting documentation may include any of the follow:

• A death certificate
• A death announcement from a newspaper
• Written permission from an incarcerated parent
• Proof of incarceration
• Office of Community Services child placement agreement
• The dependent’s school records
• The dependent’s medical records
• Letters of support from teachers or church representatives
• Tax returns
• Food Stamps
• Evidence of being the representative payee on Social Security disability payments

4.8 Full-time Student
24 CFR 5.603; HCV Guidebook 5-29

A full-time student is a person who is attending school or vocational training on a full-time basis.

The time commitment or subject load that is needed to be full-time is defined by the educational institution.

Identifying each full-time student is important because: (1) each family member that is a full-time student, other than the head, spouse, or co-head, qualifies the family for a dependent deduction, and (2) the income of such an full-time student is treated differently from the income of other family members.

4.9 Elderly and Near-Elderly Persons, and Elderly Family
24 CFR 5.100, 5.403, 945.105, and FR Notice 02/03/12

The following definitions apply when considering eligibility:

• Elderly Person: A person who is at least 62 years of age.
• Near-Elderly Persons: A person who is 50-61 years of age
• Elderly Family: is a family whose head, co-head, spouse, or sole member is at least 62 years of age; or two or more persons, each of whom are at least 62, living together; or one or more persons who are at least 62 living with one or more live-in aides.

Identifying elderly families is important because these families qualify for special deductions from income as described in Chapters: Voucher Issuance and Occupancy Standards.

4.10 Persons with Disabilities and Disabled Family
24 CFR 5.403, HCV GB p. 5-2
4.10.1 Persons with Disabilities

Under the HCV program, special rules apply to persons with disabilities and to any family whose head, spouse, or co-head is a person with disabilities. The technical definitions of individual with a handicap and persons with disabilities are provided in the Eligibility Appendix: Detailed Definitions Related to Disabilities. These definitions are used for a number of purposes, including ensuring that persons with disabilities are not discriminated against based upon disability.

4.10.2 Disabled Family

A disabled family, which means a family whose head, co-head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities; or one or more persons with disabilities with one or more live-in aides. Identifying disabled families is important because these families qualify for special deductions from income as described in Chapters: Voucher Issuance and Occupancy Standards.

Even though persons with drug or alcohol dependencies are considered persons with disabilities for the purpose of non-discrimination, this does not prevent HANO from denying or terminating assistance for reasons related to alcohol and drug abuse following policies found in the Denial of Assistance section of this chapter and Chapter: Termination of Assistance and Tenancy.
4.10.3 Displaced Family

A displaced family is a family in which each member or the sole member is a person displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized by federal disaster relief laws.

4.11 Guests

24 CFR 5.100

A guest is defined as a person temporarily staying in the assisted unit with the consent of a member of the household who has express or implied authority to consent. All assisted families must follow the terms of their lease as to the permissibility of guests.

If the lease is silent as to guest, guests will be allowed to stay no longer than 30 consecutive days or a total of 90 cumulative calendar days during any 12-month period without violating the Housing Choice Voucher rules.

Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the assisted household more than 50 percent of the time, are not subject to the time limitations of guests as described above. However, the family must provide HANO with proof of a joint custody arrangement or visitation privileges.

A family may request an exception to this policy for valid reasons (e.g., care of a relative recovering from a medical procedure is expected to last 40 consecutive days). The family must provide documentation showing need of guest to remain longer than above noted time limitation. An exception will not be made unless the family can identify and provide documentation of the residence to which the guest will return.

Guests who represent the unit address as their residence address for receipt of benefits or other purposes will be considered unauthorized occupants. In addition, guests who remain in the unit beyond the allowable time limit will be considered unauthorized occupants, and their presence represents a violation of program requirements.

4.12 Foster Children and Foster Adults

Foster adults are usually persons with disabilities, unrelated to the tenant family, who are unable to live alone [24 CFR 5.609].

A foster child is a child that is in the legal guardianship or custody of a state, county, or private adoption or foster care agency, yet is cared for by foster parents in their own homes, under some kind of short-term or long-term foster care arrangement with the custodial agency.

Foster children and foster adults are generally treated with the following status 24 CFR 5.603; HUD-50058 IB, p. 13:

- Considered household members but not family members
- Income is not counted in family annual income
- Do not qualify for a dependent deduction

HANO will allow a foster child/foster adult to live with a family provided their presence does not result in the need for a larger unit according to HANO occupancy standards.

4.13 Absent Family Members
The following definitions apply for absent family members:

- Temporarily Absent: A family member that is absent or expected to be absent for 90 consecutive days or less. A family member that continues to be considered in the assisted family composition.

- Permanently Absent: A family member that is absent or expected to be absent from the assisted unit for more than 90 consecutive days. A family member that is no longer considered toward the assisted family composition. A family member that is permanently absent must be removed from the family composition within 30 calendar days of the determination of permanent absence.

4.13.1 Absent Students

An absent student is defined as a person that is already a member of the assisted family composition who attends school on a full-time basis away from home.

The person is no longer considered an absent student when HANO determines the student has established a separate household. In determining whether the student established a separate household, HANO may consider factors such as: if the student returns home for the holidays or, if the student is financially independent. If a student has established a separate household, the student must be removed from the assisted family.

4.13.2 Absences Due to Placement in Foster Care

24 CFR 5.403

Children temporarily absent from the home as a result of placement in foster care are considered members of the family.

If a child has been placed in foster care, HANO will verify with the appropriate agency whether and when the child is expected to return to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member.

4.13.3 Absent Head, Spouse, or Co-head

An employed head, spouse, or co-head absent from the unit more than 90 consecutive days due to employment will continue to be considered a family member and must not be removed from the household.

4.13.4 Family Members Permanently Confined for Medical Reasons

HCV GB, p. 5-22

If a family member is confined to a nursing home or hospital on a permanent basis, that person is no longer considered a family member, the income of that person is not counted, and that person should be removed from the household.

HANO will request verification from a responsible medical professional and will use this to make a determination. If the responsible medical professional cannot provide a determination, the person generally will be considered temporarily absent. The family may present evidence that the family member is confined on a permanent basis and request that the person not be considered a family member.

4.13.5 Return of Permanently Absent Family Members

The family must request HANO approval for the return of any adult family members that HANO has determined to be permanently absent. The Director will make a determination on a case-by-case basis. The individual is subject to the eligibility and screening requirements discussed elsewhere in this chapter.

4.14 LIVE-IN AIDE
A live-in aide is a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

- Is determined to be essential to the care and well-being of the persons.
- Is not obligated for the support of the person(s).
- Would not be living in the unit except to provide the necessary supportive services [24 CFR 5.403].

HANO must approve a live-in aide if needed as a reasonable accommodation in accordance with 24 CFR 8, to make the program accessible to and usable by the family member with disabilities.

A live-in aide is a member of the household, not the family, and the income of the aide is not considered in income calculations [24 CFR 5.609(b)].

Relatives may be approved as live-in aides if they meet all of the criteria defining a live-in aide. However, a relative who serves as a live-in aide is not considered a family member and would not be considered a remaining member of a tenant family.

A family’s request for a live-in aide must be made in writing.

Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or case worker, that the live-in aide is essential for the care and well-being of the elderly, near-elderly, or disabled family member.

For continued approval, the family must submit a new, written request that is subject to HANO verification at each annual reexamination.

The family and live-in aide will be required to submit a certification stating that the live-in aide is not providing financial support to the person(s) needing the care.

For example, a non-custodial parent may not be a live-in aide for a disabled child receiving assistance under HANO HCV program.

A live-in aide must be a person who would not be living in the unit except to provide the necessary supportive services.

HANO will not approve a particular person as a live-in aide, and may withdraw such approval if any of the following occurs [24 CFR 982.316(b)]:

- 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.
- The person currently owes rent or other amounts to HANO or to another public housing authority in connection with Section 8 or public housing assistance under the 1937 Act.
- The person is listed in another assisted household and will not voluntarily remove him or herself.

HANO will notify the family of its decision in writing within a reasonable time, upon receiving a request for a live-in aide, including all required documentation related to the request.

4.15 Income Eligibility and Targeting
24 CFR 5.603(b)
4.15.1 Low-Income Family
A family whose annual income does not exceed 80 percent of the median income for the area, adjusted for family size.

4.15.2 Very Low-Income Family
A family whose annual income does not exceed 50 percent of the median income for the area, adjusted for family size.

4.15.3 Extremely Low-Income Family
A family whose annual income does not exceed the higher of the following:

1) 30 percent of the median income as determined by HUD for Orleans Parish adjusted by the family composition size

a) EXCEPTION: HUD may modify this requirement if determined that Orleans Parish has unusually high or low family incomes.

2) Federal poverty level, as established by the Department of Health and Human Services 30 percent of the median income for the area, adjusted for family size.

4.15.4 Using Income Limits for Eligibility
24 CFR 982.201

To be income-eligible, a family must be:

- An Extremely Low Income Family, as defined above, or
- A Very Low-Income Family, as defined above, or
- A Low-Income Family: a low-income family may be considered income-eligible based on the following criteria:
  - The low-income family has been "continuously assisted" under the 1937 Housing Act, per the following:
    - A low-income family is considered to be continuously assisted if the family is already receiving assistance under any 1937 Housing Act program at the time the family is admitted to the HCV program [24 CFR 982.4].
    - HANO will consider a low-income family to be continuously assisted if the family was leasing a unit under any 1937 Housing Act program within 120 calendar days of being issued a voucher by HANO.
  - The low-income family was displaced by rental rehabilitation activity under 24 CFR 511.
  - A low-income family that qualifies for voucher assistance as a non-purchasing household living in HOPE 1 (public housing homeownership), HOPE 2 (multifamily housing homeownership) developments, or other HUD-assisted multifamily homeownership programs covered by 24 CFR 248.173.
  - A low-income family that is displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract on eligible low-income housing as defined in 24 CFR 248.101.

HANO will allow two or more individuals, who (1) collectively would be considered a low-income family but separately would qualify as two separate very-low income families and (2) who are related by blood or can
demonstrate an interdependent relationship, as provided in Section 6.2.8 Family Composition of the HANO Administrative Plan and (3) meet all other eligibility requirements, to become one family with the appropriate sized voucher.

This policy is aimed at reducing HANO’s total subsidy costs.
The families must request permission from HANO in writing and designate the family head and co-head or spouse.

Example: Two sisters want to live together. Individually they meet the very low-income limit. Together they exceed the very low income limit, but not the low-income limit. It will be cheaper to house them in a two-bedroom unit rather than in two one-bedroom units.

4.16 USING INCOME LIMITS FOR TARGETING
24 CFR 982.201

At least 75 percent of the families admitted to HANO's program during a HANO fiscal year must be extremely low-income families.

Families continuously assisted under the 1937 Housing Act and families living in eligible low-income housing that are displaced as a result of prepayment of a mortgage or voluntary termination of a mortgage insurance contract are not subject to the 75 percent restriction.

4.17 CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS
24 CFR 5, subpart E

Housing assistance is available only to individuals who are U.S. citizens, U.S. nationals (herein referred to as citizens and nationals), or noncitizens that have eligible immigration status. 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 declare citizenship/immigration status, and as applicable, submit required documents, when they apply.

4.17.1 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 reveal their immigration status. Those who elect not to reveal 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 a parent or guardian for minors. The family must identify in writing any family members who elect not to reveal their immigration status (see Ineligible Noncitizens below). No declaration is required for live-in aides, foster children, or foster adults.

4.17.2 U.S. Citizens and Nationals

Family members who declare citizenship or national status will not be required to provide additional documentation unless HANO receives information indicating that an individual’s declaration may not be accurate.

4.17.3 Eligible Noncitizens

In addition to providing a signed declaration, those declaring eligible noncitizen status must sign a verification consent form and cooperate with HANO’s efforts to verify their immigration status as described in Chapter: Verification. 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 HUD-funded assistance. HANO will use the USCIS SAVE Verification System to verify eligible immigration status.
4.17.4 Ineligible Noncitizens

Those noncitizens who do not wish to reveal 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), indicating their ineligible immigration status. HANO is not required to verify a family member’s ineligible status and will not report an 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 to minor children who accompany or 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.

4.17.5 Mixed Families

A family is eligible for assistance as long as at least one member is a citizen, national, or eligible noncitizen. Families that include eligible and ineligible individuals are considered mixed families. Such families will be given notice that their assistance will be prorated and that they may request an informal hearing if they contest this determination.

4.17.6 Ineligible Families

24 CFR 5.514(d)(e)(f)

HANO will not provide assistance to a family before the verification of at least one family member. When HANO determines that an applicant family does not include any citizens, nationals, or eligible noncitizens, following the verification process, the family will be sent a written notice within a reasonable time of the determination.

The notice will explain the reasons for the denial of assistance, that the family may be eligible for proration of assistance, and will advise the family of its right to request an appeal to the United States Citizenship and Immigration Services (USCIS), or to request an informal hearing with HANO. The informal hearing with HANO may be requested in lieu of the USCIS appeal, or at the conclusion of the USCIS appeal process. The notice must also inform the applicant family that assistance may not be delayed until the conclusion of the USCIS appeal process, but that it may be delayed pending the completion of the informal hearing process.

4.17.7 Timeframe for Determination of Citizenship Status

24 CFR 5.508(g)

For new occupants joining the assisted family, HANO must verify status at the first interim or regular reexamination following the person’s occupancy, whichever comes first.

If an individual qualifies for a time extension for the submission of required documents, HANO must grant such an extension for no more than 30 calendar days [24 CFR 5.508(h)].

Each family member is required to submit evidence of eligible status only one time during continuous occupancy.

**4.18 Date of Birth**

A birth certificate or other official record of birth is the preferred form of age verification for all family members. For elderly family members an original document that provides evidence of the receipt of social security retirement benefits is acceptable.
If an official record of birth or evidence of social security retirement benefits cannot be provided, HANO will require the family to submit other documents that support the reported age of the family member (e.g., school records, driver's license if birth year is recorded) and to provide a self-certification. Age will be verified only once during continuously-assisted occupancy.

4.18 PHOTO ID

To ensure HANO has the ability to identify all persons 18 years of age or older (not just the head of household), all adult household members will be required to provide a current, government issued photo identification at admission, upon addition to a HCV household or upon turning 18. As an accommodation for individuals with disabilities and elderly individuals, as well as for individuals with religious considerations, with prior HANO approval, HANO may accept other forms of identification to establish identity.
4.194.20  Social Security Numbers
24 CFR 5.216 and 24 CFR 5.218, Notice PIH 2012-10

The applicant and all members of the applicant’s household must disclose the complete and accurate social
security number (SSN) assigned to each household member, including foster children, foster adults and
live-in aides and the documentation necessary to verify each SSN. These requirements do not apply to
noncitizens that do not content eligible immigration status.

All family members 6 years of age and older must have SSN documentation before HANO can assist.
HANO may assist households without SSN documentation for children under 6 years of age. The applicant
family may become program participants for a 90 day period without the SSN documentation for the child
under 6 years of age. If family does not provide the SSN documentation within the 90 day period HANO
may terminate the family’s assistance. If HANO determines that, in its discretion, the family’s failure to
comply was due to circumstances that could not reasonably have been foreseen and were outside of the
control of the family HANO may grant a 90 day extension. If the family does not produce the required
documentation within the 90 day extended time period. HANO must terminate the family’s assistance.

HANO will not provide assistance to a family until all SSN documentation requirements are met. A detailed
discussion of acceptable documentation is provided in the Chapter on Verification. If the family fails to
disclose SSN documentation and verification requirements within a reasonable time, HANO must deny
assistance to an applicant family.[24 CFR 5.216] HANO will allow the applicant 90 calendar days to provide
the required SSN documentation. After 90 calendar days HANO will deny assistance to the applicant
family.

4.204.21  Family Consent to Release of Information
24 CFR 5.230, HCV GB, p. 5-13

HUD requires each adult family member, and the head of household, spouse, or co-head, regardless of
age, to sign form HUD-9866, Authorization for the Release of Information/Privacy Act Notice, and other
consent forms as needed to collect information relevant to the family’s eligibility and level of assistance.

HANO must deny admission to the program if any member of the applicant family fails to sign and submit
the consent forms for obtaining information in accordance with 24 CFR 5, Subparts B and F [24 CFR
982.552(b)(3)].

4.214.22  Students Enrolled in Institutions of Higher Education
24 CFR 5.612, FR 4/10/06

Section 327 of Public Law 109-115 and the implementing regulation at 24 CFR 5.612 established new
restrictions on the eligibility of certain students (both part- and full-time) who are enrolled in institutions of
higher education.

If a student enrolled at an institution of higher education is under the age of 24, is not a veteran, is not
married, does not have a dependent child, and is not a person with disabilities receiving HCV assistance
as of November 30, 2005, the student’s eligibility must be examined along with the income eligibility of the
student’s parents. In these cases, both the student and the student’s parents must be income eligible for
the student to receive HCV assistance. If, however, a student in these circumstances is determined to be
independent from his/her parents in accordance with HANO policy, the income of the student’s parents will
not be considered in determining the student’s eligibility.

The new law does not apply to students who reside with parents who are applying to receive HCV
assistance. It is limited to students who are seeking assistance on their own, separate from their parents.

4.214.22.1  Definitions

In determining whether and how the new eligibility restrictions apply to a student, HANO will rely on the
following definitions [FR 4/10/06, p. 18148].
Dependent Child

In the context of the student eligibility restrictions, dependent child means a dependent child of a student enrolled in an institution of higher education.

The dependent child must also meet the definition of dependent in 24 CFR 5.603.
The dependent must be a member of the assisted family, other than the head of household or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student.

Foster children and foster adults are not considered dependents.

4.21.34.22.3 Independent Student

HANO will consider a student “independent” from his or her parents, and the parents’ income will not be considered when determining the student’s eligibility, if the following four criteria are all met:

- The individual is 18 years or older.
- The individual has established a household separate from his/her parents for at least one year prior to application for occupancy.
- 3. 24 CFR 5.603: To be considered an independent student according to the Department of Education, a student must meet one or more of the following criteria:
  - Is at least 24 years old by December 31 of the award year for which aid is sought.
  - Is an orphan or a ward of the court through the age of 18.
  - Is a veteran of the U.S. Armed Forces.
  - Have one or more legal dependents other than a spouse (for example, dependent children or an elderly dependent parent).
  - Is a graduate or professional student.
  - Is married.
- The individual was not claimed as a dependent by his/her parents pursuant to IRS regulations, as demonstrated on the parents’ most recent tax forms.
- The individual provides a certification of the amount of financial assistance that will be provided by his/her parents. This certification must be signed by the individual providing the support and must be submitted even if no assistance is being provided.
- HANO will verify that a student meets the above criteria in accordance with its verification policies.

4.21.44.22.4 Institution of Higher Education

HANO will use the statutory definition under section 102 of the Higher Education Act of 1965 to determine whether a student is attending an institution of higher education (see Eligibility Appendix: Definition of Institution of Higher Education).

4.21.54.22.5 Parents

For purposes of student eligibility restrictions, the definition of parents includes biological or adoptive parents, stepparents (as long as they are currently married to the biological or adoptive parent), and guardians (e.g., grandparents, aunt/uncle, godparents, etc.).

4.21.64.22.6 Person with Disabilities

HANO will use the statutory definition under section 3(b)(3)(E) of the 1937 Act to determine whether a student is a person with disabilities (see Eligibility Appendix: Detailed Definition of a Person with Disabilities).
4.21.74.22.7 Veteran

A veteran is a person who served in the active military, naval, or air service and who was discharged or released from such service under any condition except dishonorable.

4.21.84.22.8 Determining Student Eligibility

24 CFR 5.612

If a student is applying for assistance on his/her own the student must provide proof of the following:

- The student is individually eligible for the program.
- Either the student is independent from his/her parents or the student’s parents are income eligible for the program.
- The “family” with which the student is applying is collectively eligible for the program.

4.21.94.22.9 Determining Parental Income Eligibility

Any student who is subject to the Section 5.612 restrictions and who does not satisfy the definition of independent student in this section, HANO will determine the income eligibility of the student’s parents as follows:

If the student’s parents are married and living together, HANO will obtain a joint income declaration and certification of joint income from the parents.

If the student’s parent is widowed or single, HANO will obtain an income declaration and certification of income from that parent.

If the student’s parents are divorced or separated, HANO will obtain an income declaration and certification of income from each parent.

If the student has been living with one of his/her parents and has not had contact with, or does not know where to contact his/her other parent, HANO will require the following:

The student to submit a certification, under penalty of perjury, describing the circumstances and stating that the student does not receive financial assistance from the other parent.

An income declaration and certification of income from the parent with whom the student has been living with or had contact.

In determining the income eligibility of the student’s parents, HANO will use the income limits for the jurisdiction in which the parents live.

4.23 Screening for Eligibility

24 CFR 5.903

4.23.1 Applicant Screening

HANO conducts tenant screening to evaluate the eligibility and suitability of families who apply to the HCV program. HANO may deny program assistance for an applicant based on the screening of applicants for family behavior or suitability for tenancy.

No applicant to the HCV program who has been a victim of domestic violence, dating violence, sexual assault, or stalking shall be denied admission into the program if they are otherwise qualified.
4.23.2 Household Member Turning 18 Between Eligibility and Lease Up

When a household member will turn 18 between the date of eligibility and on or before the effective date of initial lease-up, HANO will include the household member’s income in the calculation of annual income. For example, HANO completes an eligibility determination on November 1st. One of the household members was 17 at the time of screening and eligibility determination, however the family finds a unit with a lease effective date of December 15th and this individual turned 18 on November 17th. HANO will calculate the income of that household member as if he/she was an adult, since the household member will be 18 by the effective date of the lease. Deductions will also be applied as if the household member was an adult. For example, the household with a member who is 17 at the time of eligibility determination, but 18 on the lease effective date will NOT be given a dependent deduction unless that household member is a full-time student or disabled.

When a household member will turn 18 between the date of eligibility determination and on or before the effective date of lease-up, HANO will have a parent/legal guardian sign any consent/release forms on behalf of that household member in order to authorize HANO to obtain their income verification and count applicable income.

When a household member will turn 18 between the date of eligibility determination, but on or before the effective date of lease-up, HANO will have a parent/legal guardian sign the consent for criminal background check on behalf of that household member in order to authorize HANO’s criminal background check.

4.23.3 Screening for Criminal Record

HANO will conduct a criminal record check for all applicants who are 18 years of age or older in the household to determine: (1) whether any member of the household is subject to a mandatory federal requirement for denial of admission, and (2) whether any member of the household has one or more criminal conviction(s) that represent a risk to the safety and well-being of the community. This record check will be conducted prior to determination of final eligibility.

For any denial based on a household member’s criminal record, HANO may permit eligibility to the program conditioned on the exclusion of the denied family member from the household.

4.23.4 Federally Barred Admission

HANO is required by federal law to deny assistance to an applicant if any of the household members:

- Is subject to a lifetime registration requirement under a state sex offender registration program;
- Has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing;
- Has been evicted from federally assisted housing for drug-related criminal activity during the previous three years, except if one of the following occurred:
  - The circumstances leading to the eviction no longer exist.
  - The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program.

4.23.5 Other Criminal Records

Except as mandated by federal law, no applicant for the HCV program will be automatically barred from receiving housing assistance because of his or her criminal background.

For applicants not barred by federal law, the applicant’s criminal conviction(s) will be assessed to determine the risk the applicant poses to the safety and well-being of the community using valid written criteria,
applicable laws including fair housing laws, and applicable regulations. Applicants whose conviction(s) do not suggest a significant level of risk will be deemed admissible to the program if otherwise eligible.

Applicants whose conviction(s) suggest a significant level of risk will be reviewed by a panel of HANO officials to assess, based on the totality of the circumstances including any information the applicant wishes to provide, whether the applicant should be admitted to the program or denied. HANO may, at its sole discretion, include external experts in the panel. If the panel recommends denial of an applicant, the applicant may request a hearing as outlined in Chapter 18 of HANO’s Administrative Plan. The risk assessment criteria HANO uses and the review process are detailed in criminal background screening procedures.

4.23.6 Drug and Alcohol Abuse
In an effort to prevent drug-related criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or the right to peaceful enjoyment of the premises by other residents, HANO will endeavor to screen applicants as fairly as possible.

HANO will screen applicants to determine whether any household member is currently engaging in the illegal use of a drug.

Currently engaged in the illegal use of a drug means a person has engaged in the behavior recently enough (within 12 months) to justify a reasonable belief that there is continuing illegal drug use by a household member. HANO will not deny admission if the household member who is currently engaging in the illegal use of a drug is enrolled in a supervised drug rehabilitation program.

HANO will screen applicants to determine if there is reasonable cause to believe that any household member’s alcohol abuse or pattern of alcohol abuse may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents. HANO will not deny admission if the household member who is currently engaging in the abuse of alcohol is enrolled in a supervised rehabilitation program.

In determining reasonable cause or reasonable belief, HANO will consider all credible evidence including, but not limited to, any record of convictions, arrests, or evictions or household members related to the use of illegal drugs or the abuse of alcohol. A conviction will be given more weight than an arrest. HANO will also consider evidence from treatment providers or community–based organizations providing services to household members, self-admission, admission during testimony, or admissions on a police report. A record of arrest alone will not be used to determine reasonable cause or reasonable belief, unless HANO has sufficient evidence other than the fact of arrest that the individual engaged in the conduct within the past twelve months.

4.23.7 Previous Behavior in Assisted Housing
24 CFR 982.552(c)

HANO may deny assistance to an applicant family if:

- The family does not provide information that HANO or HUD determines is necessary in the administration of the program.
- The family does not provide complete and true information to HANO.
- Any family member has been evicted from federally-assisted housing in the last 5 years.
- A family member has engaged in or threatened violent or abusive behavior toward HANO personnel within the past 5 years. Abusive or violent behavior towards HANO personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior three years prior to the date of criminal record screening. Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.
• The family owes rent or other amounts to any public housing agency in connection with the HCV program or other Public Housing programs, unless the family repays the full amount of the debt prior to being selected from the wait list or adheres to a repayment agreement as a condition for receiving a place on the waitlist or being admitted to the HCV program.

• The family has not reimbursed any public housing agency for any amounts that agency paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease, unless the family repays the full amount of the debt prior as a condition for admission to the HCV program.

• The family has breached the terms of a repayment agreement entered into with HANO, unless the family repays the full amount of the debt as a condition for admission to the HCV program.

HANO may, on a case-by-case basis, decide not to deny assistance. HANO will not deny assistance to an applicant if the behavior is due to disability, within HANO policies.

4.23.8 Debt Screening

HANO will conduct debt screening to determine:

• If the applicant owes rent or other amounts to HANO, other housing authorities or other assisted housing programs in connection with the HCV program or public housing;

• If the family has not reimbursed HANO, other housing authorities or other assisted housing programs 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;

• If the family has breached an agreement with HANO, other housing authorities or other assisted housing programs to pay amounts owed to HANO, other housing authorities or other assisted housing programs;

• If the family has breached an agreement with HANO, other housing authorities, or other assisted housing programs to repay amounts paid to an owner by HANO, other housing authorities or other assisted housing programs.

When an applicant currently owes HANO, other housing authorities or other assisted housing programs money from previous public or assisted housing residency or HCV program participation, HANO will require that the entire amount be paid in full prior to allowing the applicant admission or re-admission to the HCV Program or require evidence of a current repayment agreement. HANO will allow an applicant 30 calendar days to pay any prior debt or provide evidence of a current repayment agreement before withdrawing the applicant. HANO will verify repayment agreements with other PHAs.

For purposes of this chapter, “current” means amounts owed to HANO during the last 6 years or such other period for which the statute of limitations has not tolled in Louisiana or other applicable jurisdiction. For example, if an applicant’s participation in an assisted program was ended in 2007 due to debts owed, and the applicant never repaid such amounts and applies for the HCV program in 2011, then a “current” debt is owed. If the applicant’s participation in an assisted program ended in 1985 for the same reason, that debt could not be considered “current” unless applicable law permitted.

HANO will consider debt that is not “current” (as defined above) as part of a history of non-payment and may deny admission to a household if there is other evidence of a history of non-payment and/or other eligibility factors, when taken as whole, that render a household ineligible for admission.
4.23.9 Screening for Suitability as a Tenant
24 CFR 982.307

HANO will not conduct additional screening to determine an applicant family’s suitability for tenancy.

The owner is responsible for screening and selection of the family to occupy the owner’s unit. Factors an owner may consider when determining a family’s suitability to rent include the follow:

- Credit history
- Rental payment history
- Previous references from landlords

HANO must provide prospective owners with the family's current and prior address (as shown in HANO records) and the name and address (if known) of the owner at the family’s current and prior addresses, no later than at the time of the initial HQS inspection.

HANO will not provide any additional information to the owner, such as tenancy history, criminal history, etc.

4.24 Denial of Assistance

A family that does not meet the income, citizenship, or criminal records eligibility criteria discussed above in this chapter will be denied assistance. HANO may deny assistance based on certain types of current or past behaviors of family members as described below.

4.24.1 Forms of Denial
24 CFR 982.552(a)(2); HCV GB, p. 5-35

Denial of assistance may include the following:

- Not placing the family’s name on the wait list.
- Denying or withdrawing a voucher.
- Not approving a request for tenancy or refusing to enter into a HAP contract.
- Refusing to process a request for or to provide assistance under portability procedures.

4.24.2 Prohibited Reasons for Denial of Program Assistance
24 CFR 982.202(b), Pub.L. 109-162

HANO may not deny program assistance based on any of the following criteria:

- Age, disability, race, color, religion, sex, national origin, sexual orientation, gender identity, and marital status
- Where a family lives prior to admission to the program
- Where the family will live with assistance under the program
- Whether members of the family are unwed parents, recipients of public assistance, or children born out of wedlock
- Whether the family includes children
• Whether a family decides to participate in a family self-sufficiency program
• Whether or not a qualified applicant has been a victim of domestic violence, dating violence, sexual assault, or stalking

Although eligibility is not affected by where the family will live, there may be restrictions on the family's ability to move outside of HANO’s jurisdiction.

4.25 CRITERIA FOR DENYING ASSISTANCE

4.25.1 Consideration of Circumstances
24 CFR 982.552(c)(2)

HANO will consider the following factors prior to making its decision:
• If an applicant is enrolled in any reintegration services for formerly incarcerated individuals.
• The seriousness of the case, especially with respect to how it would affect other residents.
• The effect that denial of assistance may have on other members of the family who were not involved in the action or failure, especially children, elderly, or disabled family members.
• The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities, or a victim of domestic violence, dating violence, sexual assault, or stalking.
• Evidence of the family’s participation in or willingness to participate in social service or other appropriate counseling service programs.
• The length of time since the violation occurred, the family’s recent history and the likelihood of favorable conduct in the future.
• Whether the person has a disability and needs a reasonable accommodation
• Other efforts at rehabilitation
• Removal of the culpable family member from the application.

4.25.2 Making the Decision to Deny Assistance
HCV GB 5-38

In each instance before making a decision to deny housing choice voucher program assistance, HANO will consider the specific circumstances of the family under review and determine if denial is the best response, in harmony with HUD regulations and HANO’s HCV PROGRAM Administrative Plan.

In some instances, HANO may determine that the seriousness of the situation does not warrant denial: For example, a family whose assistance was terminated for failure to recertify may be evaluated differently than an applicant family who was terminated from public housing for blatant destruction of public housing property.

HANO will also consider the length of time that has elapsed since the negative applicant history.

In all cases, the HANO HCV program may consult with the HANO Legal Department before making its denial decision. However, if the HANO HCV program makes a decision to deny a reasonable accommodation request, it is required to consult with the HANO Legal Department before making its decision and notifying the applicant.
4.25.3 Removal of a Family Member’s Name from the Household and Application

24 CFR 982.552(c)(2)(ii)

As a condition of receiving assistance, an otherwise eligible family may agree to remove the ineligible or culpable family member from the application.

In such instances, the head of household must certify that the family member will not be permitted to visit or to stay as a guest in the assisted unit.

4.25.4 Reasonable Accommodation

24 CFR 982.552(c)(2)(iv)

If the family indicates that the behavior of a family member with a disability is the reason for the proposed denial of assistance, HANO will determine whether the behavior is related to the disability.

If so, upon the family’s request, HANO will determine whether alternative measures are appropriate as a reasonable accommodation.

HANO will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed denial of assistance.

4.26 Notice of Eligibility or Denial

If the family is eligible for assistance, HANO will notify the family when it extends the invitation to attend the voucher briefing appointment. In the case of the Project Based Voucher (PBV), HANO will notify the family of their eligibility according to HANO’s eligibility criteria when the applicant has reached the top of one of the PBV site-based waiting lists prior to referring that family to the applicable PBV property.

If HANO determines that a family is not eligible for the program for any reason, the family will be notified of a decision to deny assistance in writing within a reasonable period of time of the determination. The notice will describe:

- Reasons for which assistance has been denied.
- Family’s right to an informal review.
- The process for obtaining the informal review [24 CFR 982.554 (a)].

HANO will:

- Provide the family written notice of proposed denial which must include a copy of the criminal record or sex registration report.
- Give the applicant family 10 business days to dispute the accuracy and relevance of the information.
- Inform the family that failure to dispute the accuracy and relevance of the information will be considered acknowledgement as to the accuracy and relevance of the information in the criminal record or sex offender report.
- Notice that failure to dispute the accuracy and relevance of the information will cause HANO to issue a letter of denial of admission.

Should the applicant family successfully dispute the accuracy and relevance of the information contained in either the police report or sex offender registration report, HANO will make a final determination of eligibility based on all other factors discussed in this chapter.
If the criminal record or sex offender registration report withstands the application family dispute, HANO will issue a denial letter in accordance with the Administration Plan’s Notification of Denial.

HANO must issue a family that receives a denial of assistance notice under this section, a copy of the criminal record or sex offender registration report [24 CFR 5.903(f) and 5.905(d)].

HANO must give the family an opportunity to dispute the accuracy and relevance of that record, in the informal review process in accordance with program requirements [24 CFR 982.553(d)].

### 4.27 Prohibition Against Denial of Assistance to Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (See Eligibility Appendix)

<table>
<thead>
<tr>
<th>24 CFR Part 5, Subpart L</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Violence against Women Reauthorization Act of 2013 (VAWA 2013) prohibits denial of admission to an otherwise qualified applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. Specifically, Section 606(4)(A) of VAWA 2013 adds the following provision to Section 8 of the U.S. Housing Act of 1937:</td>
</tr>
<tr>
<td>That an applicant or participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking is not an appropriate reason for denial of program assistance or for denial of admission, if the applicant otherwise qualifies for assistance or admission [24 CFR 5.2005].</td>
</tr>
<tr>
<td>If HANO makes a determination to deny admission to an applicant family, HANO will include in its notice of denial:</td>
</tr>
<tr>
<td>- A statement of the protection against denial provided by VAWA 2013.</td>
</tr>
<tr>
<td>- A description of HANO confidentiality requirements.</td>
</tr>
<tr>
<td>Along with her or his request for an informal review, HANO will include a request that an applicant wishing to claim VAWA protection submit to HANO documentation meeting the following specifications:</td>
</tr>
</tbody>
</table>

#### 4.26.1.4.27.1 Victim Documentation

An applicant claiming that the cause of an unfavorable history is that a member of the applicant family is or has been a victim of domestic violence, dating violence, sexual assault, or stalking may submit one of the following types of third-party documentation:

1. HUD form 5382 which acts as certification of domestic violence, dating violence, sexual assault, or stalking against you;
2. A document signed by the victim and an employee, agent, or volunteer of a victim, service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
3. A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
4. At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

An applicant claiming that the cause of an unfavorable history is that a member of the applicant family is or has been a victim of domestic violence, dating violence, or stalking must provide documentation:
• Demonstrating the connection between the abuse and the unfavorable history.

• Naming the perpetrator of the abuse.

• Permissible documentation includes:
  
  • A statement signed by the victim certifying that the information provided is true and correct and that it describes bona fide incident(s) of actual or threatened domestic violence, dating violence, or stalking.
  
  • A police or court record documenting the domestic violence, dating violence, or stalking.
  
  • Documentation signed by a person who has assisted the victim in addressing domestic violence, dating violence, or stalking, or the effects of such abuse. This person may be an employee, agent, or volunteer of a victim service provider; an attorney; or a medical or other knowledgeable professional. The person signing the documentation must attest under penalty of perjury to the person’s belief that the incidents in question are bona fide incidents of abuse. The victim must also sign the documentation.
4.26.27.2 Perpetrator Documentation

If the perpetrator of the abuse is a member of the applicant family, the applicant must provide additional documentation consisting of one of the following:

- A signed statement 1) requesting that the perpetrator be removed from the application and 2) certifying that the perpetrator will not be permitted to visit or to stay as a guest in the assisted unit or
- Documentation that the perpetrator has successfully completed, or is successfully undergoing, rehabilitation or treatment. The documentation must be signed by an employee or agent of a domestic violence service provider, or by a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance in addressing the abuse. The signer must attest under penalty of perjury to his or her belief that the rehabilitation was successfully completed or is progressing successfully. The victim and perpetrator must also sign or attest to the documentation.

4.26.27.3 Time Frame for Submitting Documentation

The applicant must submit the required documentation with her or his request for an informal hearing or must request an extension in writing at that time. If the applicant so requests, HANO will grant an extension of 10 business days, and will postpone scheduling the applicant’s informal review until after it has received the documentation or the extension period has elapsed. If, after reviewing the documentation provided by the applicant, HANO determines that the family is eligible for assistance, no informal review will be scheduled and HANO will proceed with admission of the applicant family. The applicant must submit the required documentation within 10 business days from the date that the applicant receives the written request from HANO asking that the victim provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. HANO may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the applicant decides to request an extension, the applicant must do so before the 10 business days has elapsed. HANO will not grant an applicant VAWA protections if the applicant fails to request an extension, the 10 business days have elapsed, and HANO has not received the requested documentation. Distribution or issuance of HUD form 5382 does not serve as a written request for certification.

4.26.27.4 HANO Confidentiality Requirements

24 CFR 5.2007(a)(1)(v)

All information provided to HANO regarding domestic violence, dating violence, sexual assault, or stalking, including the fact that an individual is a victim or victim of such violence or stalking, must be retained in confidence and may neither be entered into any shared database nor provided to any related entity, except to the extent that the disclosure (a) is requested or consented to by the individual in writing, (b) is required for use in an eviction proceeding, or (c) is otherwise required by applicable law.

If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, HANO will inform the victim before disclosure occurs so that safety risks can be identified and addressed.

4.27.5 VAWA Self-Petitioner Verification of Immigration Status

A VAWA self-petitioner is a person who claims to be a victim of “battery or extreme cruelty.” VAWA covers the following types of battery or extreme cruelty: domestic violence, dating violence, sexual assault, and stalking. A self-petitioner can indicate to HANO that they are in “Satisfactory Immigration Status” when applying for assistance or continued assistance.

Satisfactory Immigration Status is an immigration status which does not make the individual ineligible for financial assistance. After HANO verifies such immigration status through the Department of Homeland Security.
Security (DHS) Systematic Alien Verification for Entitlements (SAVE) System, HANO will make the final determination as to the self-petitioner’s eligibility for assistance.

4.27.6 VAWA Protections for Noncitizen Victims

Not every noncitizen victim who has been subjected to battery or extreme cruelty will qualify under VAWA. In order to qualify, the noncitizen victim must have been battered or subjected to extreme cruelty by their spouse or parent, who is a U.S. citizen or Lawful Permanent Resident (LPR). HANO can receive a petition at any time, but submissions will most likely be related to a request for VAWA protections pursuant to 24 CFR Part 5 Subpart L (e.g. with a request for an emergency transfer or family breakup resulting from domestic violence, dating violence, sexual assault, or stalking.) Once HANO receives a self-petition, it is prohibited from requesting any additional information from the VAWA self-petitioner, other than what is required to complete the verification.
CHAPTER 5: APPLICATION, WAIT LIST AND TENANT SELECTION

5.1 OVERVIEW

HANO’s policies provide that all families interested in housing assistance be given equal opportunity to apply and be treated in a fair and consistent manner. This chapter describes the policies and procedures for completing an initial application for assistance, placement on the wait list, denial of placement on the wait list, and limitations on who may apply.

The primary purpose of the intake function is to gather sufficient information about the applicant family so that an accurate and timely eligibility determination can be made. Applicants will be pulled from the wait list in accordance with this plan.

5.2 APPLYING FOR ASSISTANCE

HCV GB, pp. 4-11 – 4-16, Notice PIH 2009-36

Any family that wishes to receive HCV assistance must apply for admission to the program. HUD permits HANO to determine the format and content of HCV applications, as well how such applications will be made available to interested families and how applications will be accepted by HANO. HANO will include Form HUD-92006, Supplement to Application for Federally Assisted Housing, as part of the HCV application.

5.3 PLACEMENT ON THE WAIT LIST

24 CFR 982.54(d)

HANO will review the pre-application and place applicants on the Waiting List who have submitted complete pre-applications. No applicant has a right or entitlement to be listed on the Waiting List, or to any particular position on the Waiting List.

Placement on the Waiting List does not indicate that the family is, in fact, eligible for assistance. A final determination of eligibility will be made when the family is selected from the Waiting List, submits a full application and passes all required screening elements.

5.3.1 Organization of the Wait list

HANO manages a wait list of applicants to the HCV program. This HCV wait list is organized in such a manner to allow HANO to accurately identify and select families for assistance in the proper order, according to the admissions policies described in this plan.

The wait list will contain the following information:

- Applicant name
- Family unit size
- Date and time of application
- Qualification for any local preference (when preferences are adopted)
- Racial or ethnic designation of the head of household
- Gross Household Income
• Social Security Number (where applicable)
• Contact information for the household
• Date of birth for the head of household

HANO will maintain a single wait list for the tenant-based HCV program. A family’s decision to apply for, receive, or refuse other housing assistance will not affect the family’s placement on the HCV wait list.

5.3.2 Opening the Wait list
24 CFR 982.206, HCV GB, pp. 4-11,

Wait list opening dates and rules will be made public through various media across the City of New Orleans prior to commencement of acceptance of applications. In compliance with US Department of Housing and Urban Development Fair Housing requirements, notices will specify who may apply and how and when applications will be received and the specific method used to determine placement order on the waiting list. HANO will also provide notice to community stakeholders, the Resident Advisory Board (RAB), will post notice in all of its offices, and will post any information about the opening of the wait list on its website.

5.3.3 Closing the Wait list

HANO may close the wait list if it has an adequate pool of families to use its available HCV assistance.

5.4 FAMILY OUTREACH
HCV GB, pp. 4-2 to 4-4

HANO will conduct outreach as necessary to ensure that HANO has a sufficient number of applicants on the wait list to use the HCV resources it has been allotted.

HANO outreach efforts will comply with fair housing requirements [HCV GB, p. 4-20 to 4-21].

HANO outreach efforts are 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 fliers 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, the homeless, and/or other special populations.

5.5 REPORTING CHANGES IN FAMILY CIRCUMSTANCES

While the family is on the wait list, the family must inform HANO of changes in contact information, including current residence, mailing address, and phone number. The changes must be submitted in writing.

5.5.1 Change in the Head of Household while on the Wait list

If the original head of household changes while the family is on the wait list, (i.e. the head of household leaves the family or there is a switch in head of household) the family must complete and update their application to identify the new head of household. HANO may allow the family to keep their initial date and time of application if the new head of household is the spouse or co-head identified in the initial pre-
application. If the new head of household is anyone other than the spouse or co-head listed on the initial application for lottery entry, HANO will determine whether the household will lose placement on the wait list and must reapply.

5.5.2 Family Break-Up or Split Households

When a family on the wait list breaks up into two otherwise eligible families, only one of the new families may retain the original application date. Other former family members may make a new application with a new application date if the wait list is open.

In the absence of a judicial decision, or an agreement among the original family members, the original head of household will retain the application date. Exceptions to the policy will be made on a case-by-case basis and may include consideration of the following factors:

- The interest of any minor children, including custody arrangements
- The interest of any ill, elderly, or disabled family members
- Any possible risks to family members as a result of domestic violence or criminal activity and
- The recommendations of social service professionals.

5.6 Updating the Wait List

In order to have an adequate number of families available for screening, it is necessary to have a current and updated wait list. HANO will review the wait list to determine if an update and purge are necessary.

If an update is needed, HANO will mail update questionnaires to families on the wait list via first class mail, to determine whether the family continues to be interested in the program. This update request will be sent to the last address that HANO has on record for the family. The update request will provide a deadline by which the family must respond and will state that failure to respond will result in the applicant's name being removed from the wait list. The family's response must be in writing.

Eligible applicants who respond to the questionnaires will be maintained on the wait list.

5.6.1 Removal from the Wait list

Families that do not respond to a request for updated information within 14 calendar days from the date of the notice will be withdrawn from the wait list without further notice. If the notice is returned by the post office with no forwarding address, the applicant will be removed from the wait list without further notice.

If the notice is returned by the post office with a forwarding address, the notice will be re-sent to the address indicated. If the family fails to respond within 14 calendar days, the family will be removed from the wait list without further notice.

When a family is removed from the wait list during the update process for failure to respond, no informal review will be offered. Such failures to act on the part of the applicant prevent HANO from making an eligibility determination; therefore no informal review is required.

HANO will remove applicants from the wait list upon documented request from the applicant. In such cases, no informal hearing is required.

If a family is removed from the wait list because HANO has determined the family is not eligible for admission, a notice will be sent to the family. The notice will state the reasons the family is proposed to be removed from the wait list and will inform the family how to request an informal review regarding HANO’s decision. Applicants removed from the wait list may reapply in one year if the wait list is open.
Reasonable accommodations may be provided if the reason for removing an applicant is related to a disability. HANO may also consider mitigating circumstances as required pursuant to 24 CFR 982.206 and may advise applicants of their right to request both a reasonable accommodation and mitigating circumstances in any notice of proposed removal from the wait list.

5.6.2 Reinstatement to the Wait list

If a family is removed from the wait list for failure to respond, HANO may reinstate the family at its former position if it is determined that the lack of response was due to HANO error, or to circumstances beyond the family's control. To be considered for reinstatement at their former position, the applicant must contact HANO within one year of being removed from the wait list.

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

5.7 ORDER OF SELECTION FROM THE WAIT LIST

It is HANO’s policy to ensure that all families who express an interest in housing assistance are given equal opportunity to apply, and are treated in a fair and consistent manner. Families will be selected from the wait list based on targeted funding, special preferences for which they qualify, income targeting requirements, special HANO and/or HUD priorities, and date and time of application.

Within each category, HANO may use date and time of application or a drawing or other random choice technique to determine placement on the tenant-based waiting list. HANO will ensure that there is a clear audit trail to verify that each applicant has been selected in accordance with regulatory guidelines and agency policies and priorities.

HANO will not issue vouchers or admit families from their waiting list while there is a limitation on moves to a higher cost unit or to a higher cost area in place.

Generally, Order of selection from the waiting list will be made in the order outlined below.

- Families with special purpose vouchers (NEDs, FUP, VASH) who were previously terminated or who had vouchers recalled due to insufficient funding. Selection will be made according to date and time of termination, i.e. families that were terminated or had vouchers recalled first, will be selected first.

- If HANO is resuming voucher issuance following a funding shortfall and is not assisting the required number of special purpose vouchers (NEDs, FUP, VASH), HANO will issue special purpose vouchers to eligible families until HANO is assisting the required number of each special purpose voucher category.

- Families without special purpose vouchers who were previously terminated due to insufficient funding will be selected in the order below. Within each category, selection will be made according to date and time of termination. Families who were terminated due to insufficient funding will be selected before families whose vouchers were recalled.
  - Elderly and disabled families
  - Non-elderly, non-disabled families with children under the age of 18
  - Non-elderly, non-disabled families with no children under the age of 18
  - Non-elderly, non-disabled single family member families

- Families who had vouchers recalled due to insufficient funding will be selected based on their former position on the waiting list.
• Applicants on the waiting list with a local preference subject to any applicable caps on the preference
• Applicants on the waiting list with no local preference

When a family is selected from the wait list, HANO will request an application with information to establish family eligibility and level of assistance. No applicant has a right or entitlement to be listed on the wait list, or to any particular position on the wait list [24 CFR 982.202(c)].

Generally, when an applicant’s name is at the top of the wait list, in accordance with HANO policies, they will be selected from the wait list. Once selected, the applicant will be screened and an eligibility determination made. Eligible applicants drawn from the wait list will be included in a pool of ready applicants. The applicant in the ready pool with the earliest date and time of eligibility will be offered the next available voucher.

5.8 SPECIAL ADMISSIONS & TARGETED FUNDING
24 CFR 982.203

If HUD awards HANO program funding that is targeted for families living in specified units, HANO must use the assistance for the families living in these units. Families who qualify are placed on the wait list. When a specific type of funding becomes available, the wait list is searched for the first available family meeting the targeted funding criteria. HANO must maintain records showing that the family was admitted with HUD-targeted assistance or via special admission. Special admissions may include:

• A family displaced because of demolition or disposition of a public housing project;
• A family residing in a multifamily rental housing project when HUD sells, forecloses or demolishes the project;
• For housing covered by the Low Income Housing Preservation and Resident Homeownership Act of 1990 (41 U.S.C. 4101 et seq.):
• A non-purchasing family residing in a project subject to a homeownership program (under 24 CFR 248.173); or
• A family displaced because of mortgage prepayment or voluntary termination of a mortgage insurance contract (as provided in 24 CFR 248.165);
• A family residing in a project covered by a project-based Section 8 HAP contract at or near the end of the HAP contract term;
• Previously assisted PBV families;
• Project-based Section 8 HAP contract vouchers at or near end of HAP contract term that convert to tenant-based vouchers.
• Any family in good standing that has had its voucher rescinded or has been terminated from the HCV program due to insufficient program funding subject to the policies in the section on Order of Selection from the Waiting List.

5.9 LOCAL PREFERENCES

HANO has established local preferences for the HCV program as described below.

5.9.1 Homeless, Disabled and Victims of Domestic Violence
In an effort to reduce the homeless population and the population at-risk of homelessness in New Orleans, and to affirmatively further the goals of fair housing, based on funding availability, HANO may provide vouchers, to eligible families who are homeless, disabled and/or victims of domestic violence. Upon approval of vouchers, for this local preference, HANO will enter into Memorandum of Understanding (MOU) by and between HANO and each partner agency. The MOU will define the criteria for eligibility for this local preference.

5.9.2 Public Housing Residents Who Have Completed First Time Homebuyer Training and Are Lender Ready

Subject to funding availability, HANO will provide a local preference to the Housing Choice Voucher program for up to 25 HANO public housing residents per fiscal year who have completed first time homebuyer training and financial fitness courses and are lender ready. Prior to admission, applicants claiming this preference will be subject to the following requirements:

- Verification of the completion of first time homebuyer training courses and financial fitness courses is required.
- Application for the Housing Choice Voucher Program must be made within 30 days of the completion of lender readiness.
- The family must meet all eligibility criteria for admission to the Housing Choice Voucher Program. Households who qualify for this Preference are placed on the Waiting List.

If there is more than one household on the waiting list for this preference, household will be selected from the Waiting List based on date and time of application. The HCV waiting will remain open at all times for clients claiming this preference unless HANO specifically states otherwise through a public notice.

5.9.3 Disaster Preference

Low-income residents that are involuntarily displaced by a federally declared disaster may be admitted to HANO’s public housing program if they meet specified conditions and program eligibility and admission requirements. Upon verification of displacement, HANO may offer public housing assistance to victims even though they are not on the waiting list. Such offers will be made in accordance with the extent and type of housing resources available at the time of the need and in consideration of other HANO preference categories. Priority will be given to displaced public housing residents.

Verification and Admission:
Displaced residents must request the disaster preference within 60 days of the date that the disaster occurred; provide documentation of disaster-related displacement; and undergo the agency’s standard application, eligibility, screening, and verification processes.

Documentation will be needed to verify that the applicant’s permanent residence was rendered uninhabitable by a federally declared disaster. This documentation includes:
- A copy of the former lease, or other documentation verifying that the applicant was permanently housed at an affected address at the time the federally declared disaster occurred; and
- Correspondence/report(s) from units of government such as FEMA, HUD, City or Public Housing agencies, and/or from recognized disaster relief organizations such as the Red Cross specifying that the applicant’s dwelling unit was rendered uninhabitable due to a federally declared disaster.

Once processing is completed and an eligibility determination is made, the displaced applicant will be offered public housing in accordance with existing HANO policies and procedures. Security deposits and rent amounts payable will be based on the agency’s standard policies and procedures.

5.10 INCOME TARGETING
24 CFR 982.201(b)(2)

For HCV program vouchers, HANO will ensure that at least 75 percent of the families assisted are extremely low-income families, as defined in section 3(b)(2) of the 1937 Housing Act [24 CFR 982.4(b)].
Extremely low-income families are those with annual incomes at or below 30% of the area median income. To ensure this requirement is met, HANO may skip non-extremely low-income families on the wait list in order to select an extremely low-income family.

Certain low-income families admitted to the program are not counted for income targeting [24 CFR 982.201(b)(2)(v)]:

- families that are “continuously assisted” under the 1937 Housing Act and
- 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.

5.11 Notification of Selection

HANO will notify the family when it is selected from the wait list. The notice will inform the family of:

- the date, time, and location of the scheduled application interview, including any procedures for rescheduling the interview
- who is required to attend the interview
- documents that must be provided at the interview
If a notification letter is returned to HANO with no forwarding address, the family will be removed from the wait list. A notice of denial will be sent to the family’s address on record.

5.12 APPLICATION INTERVIEW
HCV GB, pg. 4-16

Families selected from the wait list are required to participate in an eligibility interview which includes completion of a full application.

All household members aged 18 years and older are required to attend the eligibility interview. Verification of information pertaining to adult members of the household not present at the interview will not begin until signed release forms are returned to HANO.

The family must provide the information necessary to establish the family’s eligibility and determine the appropriate level of assistance, as well as completing required forms, providing required signatures, and submitting required documentation. If any materials are missing, HANO will provide the family with a written list of items that must be submitted. Assistance cannot be provided to the family until all SSN documentation requirements are met. However, if HANO determines that an applicant family is otherwise eligible to participate in the program, the family may retain its place on the wait list for 30 calendar days [Notice PIH 2012-10].

Any required documents or information that the family is unable to provide at the time of the interview must be provided within 10 business days from the date of the request. Applicants who fail to provide the required information within HANO established time frames will be withdrawn from the wait list based on the family’s failure to supply information needed to determine eligibility. Such failure to act on the part of the applicant prevents HANO from making an eligibility determination; therefore, HANO will not offer an informal hearing.

If the family is unable to obtain the information or materials within the required time frame, the family may request an extension. If the required documents and information are not provided within the required time frame (plus any extensions), the family will be sent a notice of denial.

If the family is unable to attend a scheduled interview, the family should contact HANO in advance of the interview to schedule a new appointment. In all circumstances, except emergency and subject to reasonable accommodations, if a family does not attend a scheduled interview, they will be denied assistance based on the family’s failure to supply information needed to determine eligibility. A notice of denial will be issued in accordance with policies contained in this Plan.

5.13 FINAL ELIGIBILITY DETERMINATION

HANO must verify all information provided by the family. Based on verified information, HANO will make a final determination of eligibility and will confirm that the family qualified for any special admission, targeted admission, or selection preference, where applicable, that affected the order in which the family was selected from the wait list.

If HANO determines that the family is ineligible, HANO will send written notification of the ineligibility determination. The notice will specify the reasons for ineligibility, and will inform the family of their right to request an informal review.

If a family fails to qualify for any criteria that affected the order in which it was selected from the wait list (i.e., targeted funding, extremely low-income), the family will be returned to its original position on the wait list. HANO will notify the family in writing that it has been returned to the wait list, and will specify the reasons for it.

If HANO determines that the family is eligible to receive assistance, HANO will place the family’s name in the pool of ready applicants according to date and time of application. HANO will invite the family to attend a briefing at which time a voucher will be available.
CHAPTER 6: OCCUPANCY STANDARDS

6.1 OVERVIEW

Occupancy standards ensure that units are occupied by families of the appropriate size. Occupancy standards describe the methodology and factors HANO uses to determine the unit size for which a family qualifies, and includes the identification of the minimum and maximum number of household members for each unit size. Units must meet the applicable HQS space requirements.

When a family is determined to be eligible for the Housing Choice Voucher (HCV) program, HANO ensures that the family fully understands the way the program operates and the family’s obligations under the program through both an oral briefing and a briefing packet. Once the family is fully informed of the program’s requirements, HANO issues the family a voucher according to occupancy standards for the size of the family.

6.2 OCCUPANCY STANDARDS

6.2.1 Determining Family Unit (Voucher) Size

24 CFR 982.402

For each family, HANO determines the appropriate number of bedrooms under HANO subsidy standards and enters the family unit size on the voucher that is issued to the family. The family unit size does not dictate the size of unit the family must actually lease, nor does it determine who within a household will share a bedroom/sleeping room.

This table is a can be used as a guideline to assist staff with applying occupancy standards. This table must be used in conjunction with the narrative policies included in the Occupancy Guidelines portion of this Plan and HUD’s Maximum HQS Space Standards. For example a 4 person family consisting of a head of household, her 6 year old daughter and her 7 year old and 9 year old sons would not necessarily be provided with a 4 BR vouchers or a 2 BR Voucher as referenced in the table below. When you factor in the Occupancy Guidelines, this household would be eligible for a 3 BR voucher – one for the head of household, one for the daughter and one for the two sons.

<table>
<thead>
<tr>
<th>Number of Bedrooms</th>
<th>Min. Persons/Unit</th>
<th>Max. Persons/Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 BR</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>1 BR</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>2 BR</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>3 BR</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>4 BR</td>
<td>4</td>
<td>8</td>
</tr>
<tr>
<td>5 BR</td>
<td>5</td>
<td>10</td>
</tr>
<tr>
<td>6 BR</td>
<td>6</td>
<td>12</td>
</tr>
</tbody>
</table>
The following requirements apply when HANO determines family unit size:

- The subsidy standards must provide for the smallest number of bedrooms needed to house a family without overcrowding.
- The subsidy standards must be consistent with space requirements under the housing quality standards.
- The subsidy standards must be applied consistently for all families of like size and composition.
- Generally, HANO will assign one bedroom for each two persons within the household, except for approved cases of reasonable accommodation.
- Persons of the opposite sex (other than spouses, and children under age 5) will be allocated separate bedrooms.
- Same sex adults of different generations may be allocated separate bedrooms. A generation is defined as 15 years.
- Parents and/or legal guardians will be required to share a bedroom with a child until the child is 5 years of age.
- Children shall be assigned a separate bedroom at the age of five if they are of a different gender than their sibling(s).
- Two children of the same sex share a bedroom.
- Single-person families will be allocated one bedroom.
- Live-in aides will be allocated a separate bedroom.
- A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining the family unit size.
- A family that consists of a pregnant person with no other persons) must be treated as a two-person family.
- Any live-in aide (approved by HANO to reside in the unit to care for a family member who is disabled or is at least 50 years of age) must be counted in determining the family unit size.
- Unless a live-in aide resides with a family, the family unit size for any family consisting of a single person must be either a zero- or one-bedroom unit, as determined under HANO subsidy standards.

### 6.2.2 Exceptions to Occupancy Standards

24 CFR 982.402(b)(8)

HANO may grant an exception to its established occupancy standards if HANO determines that the exception is justified by the age, sex, health, handicap, or relationship of family members or other personal circumstances. Reasons may include, but are not limited to:

- A need for an additional bedroom for medical equipment.
- A need for a separate bedroom for reasons related to a family member’s disability, medical or health condition.
The family must request any exception to the subsidy standards in writing. The request must explain the need or justification for a larger family unit size, and must include appropriate documentation. Requests based on health-related reasons must be verified by a knowledgeable professional source (e.g., doctor or health professional), unless the disability and the disability-related request for accommodation is readily apparent or otherwise known. The family’s continued need for an additional bedroom due to special medical equipment must be re-verified at annual reexamination.

In the case of a request for exception as a reasonable accommodation, HANO will ask the resident to make the request a reasonable accommodation request form. However, HANO will consider the exception request any time the resident indicates that an accommodation is needed whether or not a formal written request is submitted.

Requests for a larger voucher size must explain the need or justification for the larger sized unit, and must include appropriate documentation. Requests based on health-related reasons must be verified by a knowledgeable professional source.

HANO will notify the family of its determination and the family of their right to request an informal hearing.

6.2.3 Temporarily and Permanently Absent Family Members

Generally, an individual who is or is expected to be absent from the assisted apartment for less than 90 consecutive days is considered temporarily absent and continues to be considered a family member. Generally, an individual who is or is expected to be absent from the assisted apartment for more than 90 consecutive days is considered permanently absent and is no longer a family member. Exceptions to this general policy are reviewed on a case by case basis.

6.2.4 Absent Students

When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to HANO indicating that the student has established a separate household or the family declares that the student has established a separate household (see Chapter: Eligibility).

6.2.5 Absences Due to Placement in Foster Care

Children temporarily absent from the home as a result of placement in foster care are considered members of the family. If a child has been placed in foster care, HANO will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member (see Chapter on Eligibility).

6.2.6 Individuals Confined for Medical Reasons

An individual confined to a nursing home or hospital on a permanent basis is not considered a family member.

If there is a question about the status of a family member, HANO will request verification from a responsible medical professional and will use this determination. If the responsible medical professional cannot provide a determination, the person generally will be considered temporarily absent. The family may present evidence that the family member is confined on a permanent basis and request that the person not be considered a family member.

6.2.7 Absent Family
24 CFR 982.312

If all family members are absent from a unit for more than 90 consecutive days per calendar year Housing Assistance payments will cease and the HAP contract and lease will terminate.
6.2.8 Family Composition

The composition of the assisted family residing in the unit must be approved by HANO. The family must promptly notify HANO in writing of the birth, adoption, or court-awarded custody of a child. The family must request HANO approval to add any other family member as an occupant of the unit.

- The request to add a family member must be submitted in writing and approved prior to the person moving into the unit. HANO will determine eligibility of the new member in accordance with eligibility policies.
- The family must promptly notify HANO in writing if any family member no longer lives in the unit.
- If HANO has given approval, a foster child or a live-in aide may reside in the unit.
- Unmarried persons who can prove an interdependent relationship based on at least one of the following form(s) of documentation:
  - Domestic partnership agreement
  - Joint mortgage or lease
  - Designation of one partner as a beneficiary in the other’s life insurance policy
  - Durable healthcare and property powers of attorney
  - Joint title to an automobile or joint bank account
  - Other proof to establish economic interdependency under the current circumstances of the particular case.

6.2.9 Prohibition of Subleasing

The family must not sublease the unit, assign the lease, or transfer the unit.

- Subleasing includes receiving payment to cover rent and utility costs by a person living in the unit who is not listed as a family member.
- The family must supply any information requested by HANO to verify that the family is living in the unit or information related to family absence from the unit.
- The family must promptly notify HANO when the family is absent from the unit.
- For absences of the entire family for any period greater than 90 consecutive days, written notice must be provided to HANO within 10 business days of the start of the extended absence. The family must pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.

The family must not own or have any interest in the unit, (other than in a cooperative and owners of a manufactured home leasing a manufactured home space).

6.2.10 Prohibition of Illegal Participation

An assisted family or member of the family must not receive HCV program assistance while receiving another housing subsidy, for the same unit or a different unit under any other federal, state or local housing assistance program.
A family must not receive HCV program assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless HANO 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. [Form HUD-52646, Voucher]
CHAPTER 7: BRIEFING & VOUCHER ISSUANCE

7.1 FAMILY BRIEFING
24 CFR 982.301

Briefings will be conducted in group meetings. As a reasonable accommodation, HANO will conduct individual briefings.

Generally, the head of household is required to attend the briefing. If the head of household is unable to attend, HANO may approve another adult family member to attend the briefing. Families that attend group briefings and still need individual assistance will be referred to an appropriate HANO staff person.

For limited English proficient (LEP) applicants, HANO will provide translation services in accordance with HANO’s LEP plan.

7.1.1 Notification and Attendance

Families will be notified of their eligibility for assistance at the time they are invited to attend a briefing. The notice will identify who is required to attend the briefing, as well as the date and time of the scheduled briefing.

If the notice is returned by the post office with no forwarding address, the applicant will be denied and their name will not be placed back on the wait list. If the notice is returned by the post office with a forwarding address, the notice will be re-sent to the address indicated.

Applicants who fail to attend a scheduled briefing will automatically be scheduled for another briefing. HANO will notify the family of the date and time of the second scheduled briefing. Applicants who fail to attend two scheduled briefings, without HANO approval, will be denied assistance.

7.1.2 Oral Briefing
24 CFR 982.301(a)

Tenants will receive information on the following in HANO’s oral briefings:

- How the Housing Choice Voucher program works
- Family and owner responsibilities
- Where the family can lease a unit
- For families eligible under portability, an explanation of portability. HANO cannot discourage eligible families from moving under portability.
- For families living in high-poverty census tracts, an explanation of the advantages of moving to areas outside of high-poverty concentrations.

7.1.3 Briefing Packet
24 CFR 982.301(b)

Tenants will receive information on the following in HANO’s briefing packet:

- The term of the voucher, and HANO’s policies on any extensions or suspensions of the term. If HANO allows extensions, the packet must explain how the family can request an extension.
- A description of the method used to calculate the housing assistance payment for a family, including how HANO determines the payment standard for a family, how HANO determines total tenant payment for a family, and information on the payment standard and utility allowance schedule.
- An explanation of how HANO determines the maximum allowable rent for an assisted unit.
- Where the family may lease a unit.
- The form the family must use to request approval of tenancy, and a description of the procedure for requesting approval for a tenancy.
- A statement of HANO policy on providing information about families to prospective owners.
- HANO subsidy standards including when and how exceptions are made.
- All appropriate HUD materials.
- Information on federal, state and local equal opportunity laws and a copy of the housing discrimination complaint form.
- A list of landlords or other parties willing to lease to assisted families or help families find units, especially outside areas of poverty or minority concentration.
- Notice that if the family includes a person with disabilities, the family may request a list of available accessible units known to HANO.
- The family obligations under the program.
- The grounds on which HANO may terminate assistance for a participant family because of family action or failure to act.
- HANO informal hearing procedures including when HANO is required to offer a participant family the opportunity for an informal hearing, and how to request the hearing.
- Maps showing areas with housing opportunities outside areas of poverty or minority concentration, both within its jurisdiction and its neighboring jurisdiction.
- An explanation of how portability works, including a list of portability contact persons for neighboring HANO with names, addresses, and telephone numbers.
- A notice of rights under the Violence Against Women Act (VAWA) protections.

7.2 VOUCHER ISSUANCE
24 CFR 982.302

Vouchers will be issued to eligible applicants following the mandatory briefing.

HANO will determine whether it has sufficient funding in accordance with the policies outlined in this Administrative Plan and under HUD regulation. If HANO determines that there is insufficient funding after a voucher has been issued, HANO may rescind the voucher and place the affected family back on the wait list.

7.3 VOUCHER TERMINATION, EXTENSIONS AND SUSPENSIONS
7.3.1 Voucher Term
24 CFR 982.303

The initial voucher term will be 120 calendar days. Additional extensions may be granted due to extenuating circumstances on at HANO’s approval.

The family must submit a Request for Tenancy Approval and proposed lease within the 120-day period unless HANO grants an extension.

7.3.2 Extensions of Voucher Term
24 CFR 982.303(b)

HANO may approve additional search time if needed as a reasonable accommodation to make the program accessible to and usable by a person with disabilities. The extension period must be reasonable for the purpose requested.

Any request for an additional extension must include the reason(s) an additional extension is necessary and completed housing search log.

All requests for extensions to the voucher term must be made in writing and submitted to HANO prior to the expiration date of the voucher (or extended term of the voucher).

HANO will decide whether to approve or deny an extension request a within timely basis. The family will be notified in writing of HANO’s decision to approve or deny an extension [24 CFR 982.554(c)(4)].

HANO may approve additional extensions only in the following circumstances:

- It is necessary as a reasonable accommodation for a person with disabilities.
- It is necessary due to reasons beyond the family’s control, as determined by HANO. Following is a list of extenuating circumstances that HANO may consider in making its decision. The presence of these circumstances does not guarantee that an extension will be granted:
  - Serious illness or death in the family
  - Other family emergency including domestic violence or family crisis
  - Obstacles due to employment
  - Whether the family has already submitted requests for tenancy approval that were not approved by HANO
  - Whether family size or other special requirements make finding a unit difficult

7.3.3 Suspensions of Voucher Term
24 CFR 982.303(c)

When a Request for Tenancy Approval and proposed lease is received by HANO, the term of the voucher will be suspended while HANO processes the request.

7.3.4 Expiration of Voucher Term
HCV GB p. 8-13

If a family’s voucher term or extension expires before the family has submitted a Request for Tenancy Approval (RFTA), HANO will require the family to reapply for assistance if or when wait list is open. If an RFTA that was submitted prior to the expiration date of the voucher is subsequently disapproved by HANO (after the voucher term has expired), the family will be required to reapply for assistance.
Within 10 business days after the expiration of the voucher term or any extension, HANO will notify the family in writing that the voucher term has expired and that the family must reapply in order to be placed on the wait list.
CHAPTER 8: INCOME AND SUBSIDY DETERMINATIONS

8.1 Household Composition and Income
24 CFR 5.609(c)

Income received by all family members may be counted unless specifically excluded by the regulations. It is the responsibility of the head of household to report changes in family composition. The rules on which sources of income are counted vary somewhat by family member. The chart below summarizes how family composition affects income determinations.

<table>
<thead>
<tr>
<th>Summary of Income Included and Excluded by Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>Live-in aides</td>
</tr>
<tr>
<td>Foster child or foster adult</td>
</tr>
<tr>
<td>Head, spouse, or co-head Other adult family members</td>
</tr>
<tr>
<td>Children under 18 years of age</td>
</tr>
<tr>
<td>Full-time students 18 years of age or older (not head, spouse, or co-head)</td>
</tr>
</tbody>
</table>

8.1.1 Temporarily Absent Family Members
HCV GB, p. 5-18

An individual who is or is expected to be absent from the assisted unit for 90 consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally an individual who is or is expected to be absent from the assisted unit for more than 90 consecutive days is considered permanently absent and no longer a family member.

Exceptions to this general policy are discussed below:

8.1.2 Absent Students

When someone who has been considered a family member attends high school or college away from home, the person may continue to be considered a family member unless information becomes available to HANO indicating that the student has established a separate household or the family declares that the student has established a separate household.

8.1.3 Absences Due to Placement in Foster Care

Children temporarily absent from the home as a result of placement in foster care are considered members of the family [24 CFR 5.403].

If a child has been placed in foster care, HANO may verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child may be counted as a family member.

8.1.4 Absent Head, Spouse, or Co-head

An employed head, spouse, or co-head absent from the unit more than 90 consecutive days due to employment may continue to be considered a family member.

8.1.5 Absent Family Members Permanently Confined for Medical Reasons
HCV GB, p. 5-22
If a family member is confined to a nursing home or hospital on a permanent basis, that person is no longer considered a family member and the income of that person is not counted.

HANO may request verification from a responsible medical professional and may use this determination. If the responsible medical professional cannot provide a determination, the person generally may be considered temporarily absent. The family may present evidence that the family member is confined on a permanent basis and request that the person not be considered a family member.

When an individual who has been counted as a family member is determined permanently absent, the family is eligible for the medical expense deduction only if the remaining head, spouse, or co-head qualifies as an elderly person or a person with disabilities.

8.1.6 Absent Family Members Due to Incarceration

If a family member is in jail for longer than 60 calendar days, and the family member will be considered permanently absent, and must be removed from the household.

8.1.7 Joint Custody of Dependents

Dependents that are subject to a joint custody arrangement may be considered a member of the family, if they live with the applicant or participant family 50 percent or more of the time.

When more than one applicant or participant family is claiming the same dependents as family members, the family with legal custody at the time of the initial examination or reexamination (annual or interim) will be able to claim the dependents. If there is a dispute about which family will claim the dependents, HANO’s HCV Program Director will make a case- by- case determination based on the following factors:

- Documentation of court-ordered custody
- Evidence of filing for court ordered custody
- Custody by mandate
- Name listed on the dependent’s birth certificate for either father or mother
- Medical Records
- School Records
- IRS tax returns

8.1.8 Caretakers for a Child

If neither a parent nor a designated guardian remains in a household receiving HCV assistance, HANO may take the following actions.

- If a responsible agency has determined that another adult is to be brought into the assisted unit to care for a child for an indefinite period, the designated caretaker may not be considered a family member until a determination of custody or legal guardianship is made.
- If a caretaker has assumed responsibility for a child without the involvement of a responsible agency or formal assignment of custody or legal guardianship, the caretaker may be treated as a visitor for 90 consecutive days. After the 90 consecutive days has elapsed, the caretaker may be considered a family member unless information is provided that would confirm that the caretaker’s role is temporary. In such cases HANO may extend the caretaker’s status as an eligible visitor.
• At any time that custody or guardianship legally has been awarded to a caretaker, the housing choice voucher may be transferred to the caretaker.

• During any period that a caretaker is considered a visitor, the income of the caretaker is not counted in annual income and the caretaker does not qualify the family for any deductions from income.

### 8.2 ANNUAL INCOME

24 CFR 5.609(a)(2)

HANO may use current circumstances to determine anticipated income for the coming 12-month period. HUD authorizes HANO to use other than current circumstances to anticipate income when:

- An imminent change in circumstances is expected [HCV GB, p. 5-17]
- It is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income) [24 CFR 5.609(d)]
- HANO believes that past income is the best available indicator of expected future income [24 CFR 5.609(d)]

When Enterprise Income Verification (EIV) is obtained and the family does not dispute the EIV employer data, HANO may use current tenant-provided documents to project annual income. When the tenant-provided documents are pay stubs, HANO may make every effort to obtain current and consecutive pay stubs dated within the last 60 calendar days.

HANO may obtain written and/or oral third-party verification in accordance with verification requirements in the following cases:

- If EIV or other UIV data is not available,
- If the family disputes the accuracy of the EIV employer data, and/or
- If HANO determines additional information is needed.

In such cases, HANO may review and analyze current data to anticipate annual income.

When HANO cannot readily anticipate income based upon current circumstances (e.g., in the case of seasonal employment, unstable working hours, or suspected fraud), HANO may review and analyze historical data for patterns of employment, paid benefits, and receipt of other income and use the results of this analysis to establish annual income.

Any time current circumstances are not used to project annual income, a clear rationale for the decision may be documented in the file. In all such cases the family may present information and documentation to HANO to show why the historic pattern does not represent the family’s anticipated income.

### 8.3 KNOWN CHANGES IN INCOME

If HANO verifies an upcoming increase or decrease in income, annual income may be calculated by applying each income amount to the appropriate part of the 12-month period.

Example: An employer reports that a full-time employee who has been receiving $8/hour may begin to receive $8.25/hour in the eighth week after the effective date of the reexamination. In such a case HANO would calculate annual income as follows: ($8/hour × 40 hours × 7 weeks) + ($8.25 × 40 hours × 45 weeks).
When tenant-provided third-party documents are used to anticipate annual income, they must be dated within the last 60 calendar days of the reexamination interview date.

EIV quarterly wages may not be used to project annual income at an annual or interim reexamination.

8.4 Earned Income Counted in Annual Income
24 CFR 5.609

8.4.1 Wages and Related Compensation

- The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services is included in annual income.

- For persons who regularly receive bonuses or commissions, HANO may verify and then average amounts received for the two years preceding admission or reexamination. If only a one-year history is available, HANO may use the prior year amounts. In either case the family may provide, and HANO may consider, a credible justification for not using this history to anticipate future bonuses or commissions. If a new employee has not yet received any bonuses or commissions, HANO may count only the amount estimated by the employer. The file may be documented appropriately.

8.4.2 Some Types of Military Pay

All regular pay, special pay and allowances of a member of the Armed Forces are counted except for the special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

8.5 Types of Earned Income Not Counted in Annual Income
24 CFR 5.609

8.5.1 Temporary, Nonrecurring, or Sporadic Income

This type of income (including gifts) is not included in annual income. Sporadic income includes temporary payments from the U.S. Census Bureau for employment lasting no longer than 180 days (Notice PIH 2009-19).

Sporadic income is income that is not received periodically and cannot be reliably predicted. For example, the income of an individual who works occasionally as a handyman would be considered sporadic if future work could not be anticipated and no historic, stable pattern of income existed.

8.5.2 Children’s Earnings

Employment income earned by children (including foster children) under the age of 18 years is not included in annual income.

8.5.3 Certain Earned Income of Full-Time Students

Earnings in excess of $480 for each full-time student 18 years old or older (except for the head, spouse, or co-head) are not counted. To be considered “full-time,” a student must be considered “full-time” by an educational institution with a degree or certificate program (see Section 4.8, 4.21.4 and ELIGIBILITY APPENDIX: DEFINITION OF INSTITUTION OF HIGHER EDUCATION (Chapter: Eligibility).

8.5.4 Income of a Live-in Aide

Income earned by a live-in aide, as defined in, is not included in annual income. (See Chapter : Eligibility chapter for a full discussion of live-in aides.)
8.5.5 Income Earned under Certain Federal Programs

Income from some federal programs is specifically excluded from consideration as income, including:

- Payments to volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058)
- Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b))
- Awards under the federal work-study program (20 U.S.C. 1087 uu)
- Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f))
- Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d))
- Allowances, earnings, and payments to participants in programs funded under the Workforce Investment Act of 1998 (29 U.S.C. 2931)

8.5.6 Resident Service Stipend

Amounts received under a resident service stipend are not included in annual income. A resident service stipend is a modest amount (not to exceed $200 per individual per month) received by a resident for performing a service for HANO or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of HANO’s governing board. No resident may receive more than one such stipend during the same period of time.

8.5.7 State and Local Employment Training Programs

Incremental earnings and benefits to any family member resulting from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff are excluded from annual income. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the training program.

HANO defines training program as "a learning process with goals and objectives, generally having a variety of components, and taking place in a series of sessions over a period to time. It is designed to lead to a higher level of proficiency, and it enhances the individual’s ability to obtain employment. It may have performance standards to measure proficiency. Training may include, but is not limited to: (1) classroom training in a specific occupational skill, (2) on-the-job training with wages subsidized by the program, or (3) basic education" [expired Notice PIH 98-2, p. 3].

HANO defines incremental earnings and benefits as the difference between: (1) the total amount of welfare assistance and earnings of a family member prior to enrollment in a training program, and (2) the total amount of welfare assistance and earnings of the family member after enrollment in the program [expired Notice PIH 98-2, pp. 3–4].

In calculating the incremental difference, HANO may use as the pre-enrollment income the total annualized amount of the family member’s welfare assistance and earnings reported on the family’s most recently completed HUD-50058.

End of participation in a training program must be reported in accordance with HANO’s interim reporting requirements.
8.5.8 HUD-Funded Training Programs

Amounts received under training programs funded in whole or in part by HUD [24 CFR 5.609(c)(8)(i)] are excluded from annual income. Eligible sources of funding for the training include operating subsidy, Section 8 administrative fees, and modernization, Community Development Block Grant (CDBG), HOME program, and other grant funds received from HUD.

To qualify as a training program, the program must meet the definition of training program provided above for state and local employment training programs.

8.5.9 Earned Income Tax Credit

Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j)), are excluded from annual income [24 CFR 5.609(c)(17)]. Although many families receive the EITC annually when they file taxes, an EITC can also be received throughout the year. The prorated share of the annual EITC is included in the employee’s payroll check.

8.5.10 Earned Income Disallowance

The earned income disallowance for persons with disabilities is discussed below.

8.6 Earned Income Disallowance for Persons With Disabilities

24 CFR 5.617

The earned income disallowance (EID) encourages people with disabilities to enter the work force by not including the full value of increases in earned income for a period of time. Eligibility criteria and limitations on the disallowance are summarized below.

- This disallowance applies only to individuals in families already participating in the HCV program (not at initial examination). To qualify, the family must experience an increase in annual income that is the result of one of the following events:
  - Employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment. Previously unemployed includes a person who annually has earned not more than the minimum wage applicable to the community multiplied by 500 hours. The applicable minimum wage is the federal minimum wage unless there is a higher state or local minimum wage.
  - Increased earnings by a family member who is a person with disabilities and whose earnings increase during participation in an economic self-sufficiency or job-training program. A self-sufficiency program includes a program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work to such families [24 CFR 5.603(b)].
  - New employment or increased earnings by a family member who is a person with disabilities and who has received benefits or services under Temporary Assistance for Needy Families (TANF) or any other state program funded under Part A of Title IV of the Social Security Act within the past six months. If the benefits are received in the form of monthly maintenance, there is no minimum amount. If the benefits or services are received in a form other than monthly maintenance, such as one-time payments, wage subsidies, or transportation assistance, the total amount received over the six-month period must be at least $500.

8.6.1 Calculation of the Earned Income Disallowance for Persons with Disabilities

Calculation of the earned income disallowance for an eligible member of a qualified family begins with a comparison of the member’s current income with his or her “prior income.”
HANO defines prior income, or prequalifying income, as the family member’s last certified income prior to qualifying for the EID. The family member’s prior, or prequalifying, income remains constant throughout the period that he or she is receiving the EID.

8.6.2 Initial 12-Month Exclusion

During the initial 12-month exclusion period, the full amount (100 percent) of any increase in income attributable to new employment or increased earnings is excluded. The 12 months are cumulative and need not be consecutive.

The initial EID exclusion period may begin on the first of the month following the date an eligible member of a qualified family is first employed or first experiences an increase in earnings.

8.6.3 Second 12-Month Exclusion and Phase-In

During the second 12-month exclusion period, the exclusion is reduced to half (50 percent) of any increase in income attributable to employment or increased earnings. The 12 months are cumulative and need not be consecutive.

8.6.4 Lifetime Limitation

The EID has a four-year (48-month) lifetime maximum. The four-year eligibility period begins at the same time that the initial exclusion period begins and ends 48 months later.

Once a family member is determined to be eligible for the EID, the 24-month calendar month period starts and remains continuous until the end of the 24-month calendar month period. A change in employment status that made the family member initially qualified for EID does not affect the 24-month calendar month period.

During the 48-month eligibility period, HANO may schedule and conduct an interim reexamination each time there is a change in the family member’s annual income that affects or is affected by the EID (e.g., when the family member’s income falls to a level at or below his/her prequalifying income, when one of the exclusion periods ends, and at the end of the lifetime maximum eligibility period).

8.7 BUSINESS INCOME

24 CFR 5.609(b)(2)

Annual income includes the net income from the operation of a business or profession. Net income is “gross income less business expense” [HCV GB, p. 5-19].

8.7.1 Business Expenses

To determine business expenses that may be deducted from gross income, HANO may use current applicable Internal Revenue Service (IRS) rules for determining allowable business expenses [see IRS Publication 535], unless a topic is addressed by HUD regulations or guidance as described below.

8.7.2 Business Expansion

HUD regulations do not permit HANO to deduct from gross income expenses for business expansion.

Business expansion is defined as any capital expenditures made to add new business activities, to expand current facilities, or to operate the business in additional locations. For example, purchase of a street sweeper by a construction business for the purpose of adding street cleaning to the services offered by the business would be considered a business expansion. Similarly, the purchase of a property by a hair care business to open at a second location would be considered a business expansion.

8.7.3 Capital Indebtedness

HUD regulations do not permit HANO to deduct from gross income the amortization of capital indebtedness.
Capital indebtedness is defined as the principal portion of the payment on a capital asset such as land, buildings, and machinery. This means HANO may allow as a business expense interest, but not principal, paid on capital indebtedness.

8.7.4 Negative Business Income

If the net income from a business is negative, no business income may be included in annual income; a negative amount may not be used to offset other family income.

8.7.5 Withdrawal of Cash or Assets from a Business

HUD regulations require HANO to include in annual income the withdrawal of cash or assets from the operation of a business or profession unless the withdrawal reimburses a family member for cash or assets invested in the business by the family.

Acceptable investments in a business include cash loans and contributions of assets or equipment. For example, if a member of an assisted family provided an up-front loan of $2,000 to help a business get started, HANO may not count as income any withdrawals from the business up to the amount of this loan until the loan has been repaid. Investments do not include the value of labor contributed to the business without compensation.

8.7.6 Co-owned Businesses

If a business is co-owned with someone outside the family, the family must document the share of the business it owns. If the family’s share of the income is lower than its share of ownership, the family must document the reasons for the difference.

8.8 ASSETS

24 CFR 5.609(b)(3) and 24 CFR 5.603(b)

There is no asset limitation for participation in the HCV program. However, annual income must include the “interest, dividends, and other net income of any kind from real or personal property.”

HUD provides the regulatory requirements for calculating income from assets.

8.8.1 Income from Assets

HANO generally may use current circumstances to determine both the value of an asset and the anticipated income from the asset. HANO may use other than current circumstances to anticipate income when:

- an imminent change in circumstances is expected
- it is not feasible to anticipate a level of income over 12 months or
- HANO believes that past income is the best indicator of anticipated income. For example, if a family member owns real property that typically receives rental income but the property is currently vacant, HANO can take into consideration past rental income along with the prospects of obtaining a new tenant.

8.8.2 Valuing Assets

HANO may make a distinction between an asset’s market value and its cash value.

The market value of an asset is its worth (e.g., the amount a buyer would pay for real estate or the balance in an investment account).
The cash value of an asset is its market value less all reasonable amounts that would be incurred when converting the asset to cash.

Reasonable costs that would be incurred when disposing of an asset include, but are not limited to, penalties for premature withdrawal, broker and legal fees, and settlement costs incurred in real estate transactions [HCV GB, p. 5-28].

8.8.3 Lump-Sum Receipt Assets

Payments that are received in a single lump sum, such as inheritances, capital gains, lottery winnings, insurance settlements, and proceeds from the sale of property, are generally considered assets, not income. However, such lump-sum receipts are counted as assets only if they are retained by a family in a form recognizable as an asset (e.g., deposited in a savings or checking account).

8.8.4 Imputing Income from Assets

24 CFR 5.609(b)(3)

When net family assets are $5,000 or less, HANO may include in annual income the actual income anticipated to be derived from the assets. When the family has net family assets in excess of $5,000, HANO may include in annual income the greater of (1) the actual income derived from the assets or (2) the imputed income. Imputed income from assets is calculated by multiplying the total cash value of all family assets by the current HUD-established passbook savings rate.

8.8.5 Determining Actual Anticipated Income from Assets

It may or may not be necessary for HANO to use the value of an asset to compute the actual anticipated income from the asset. When the value is required to compute the anticipated income from an asset, the market value of the asset is used. For example, if the asset is a property for which a family receives rental income, the anticipated income is determined by annualizing the actual monthly rental amount received for the property; it is not based on the property’s market value. However, if the asset is a savings account, the anticipated income is determined by multiplying the market value of the account by the interest rate on the account.

8.8.6 Withdrawal of Cash or Liquidation of Investments

Any withdrawal of cash or assets from an investment may be included in income except to the extent that the withdrawal reimburses amounts invested by the family. For example, when a family member retires, the amount received by the family from a retirement plan is not counted as income until the family has received payments equal to the amount the family member deposited into the retirement fund.

8.8.7 Jointly Owned Assets

If an asset is owned by more than one person and any family member has unrestricted access to the asset, HANO may count the full value of the asset. A family member has unrestricted access to an asset when he or she can legally dispose of the asset without the consent of any of the other owners.

If an asset is owned by more than one person, including a family member, but the family member does not have unrestricted access to the asset, HANO may prorate the asset according to the percentage of ownership. If no percentage is specified or provided for by state or local law, HANO may prorate the asset evenly among all owners.

8.8.8 Assets Disposed of for Less than Fair Market Value

24 CFR 5.603(b)

HUD regulations require HANO to count as a current asset any business or family asset that was disposed of for less than fair market value during the two years prior to the effective date of the examination/reexamination, except as noted below.
8.8.9 Minimum Threshold
HCV GB, p. 5-27

HANO may not include the value of assets disposed of for less than fair market value unless the cumulative fair market value of all assets disposed of during the past two years exceeds the gross amount received for the assets by more than $1,000.

When the two-year period expires, the income assigned to the disposed asset(s) also expires. If the two-year period ends between annual recertifications, the family may request an interim reexamination to eliminate consideration of the asset(s).

Assets placed by the family in nonrevocable trusts are considered assets disposed of for less than fair market value except when the assets placed in trust were received through settlements or judgments.

8.8.10 Separation or Divorce

All assets disposed of as part of a separation or divorce settlement may be considered assets for which important consideration not measurable in monetary terms has been received. In order to qualify for this exemption, a family member must be subject to a formal separation or divorce settlement agreement established through arbitration, mediation, or court order.

8.8.11 Foreclosure or Bankruptcy

Assets are not considered disposed of for less than fair market value when the disposition is the result of a foreclosure or bankruptcy sale.

8.8.12 Family Declaration

Families must sign a declaration form at initial certification and each annual reexamination identifying all assets that have been disposed of for less than fair market value or declaring that no assets have been disposed of for less than fair market value. HANO may verify the value of the assets disposed of if other information available to HANO does not appear to agree with the information reported by the family.

8.9 TYPES OF ASSETS

8.9.1 Checking and Savings Accounts

For regular checking accounts and savings accounts, cash value has the same meaning as market value. If a checking account does not bear interest, the anticipated income from the account is zero.

Families shall be required to present the most current two consecutive checking account statements from the lending institution. The balance of the two statements will be averaged to determine the balance of the checking account for certification purposes.

In determining the value of a savings account, HANO may use the current balance.

In determining the anticipated income from an interest-bearing checking or savings account, HANO may multiply the value of the account by the current rate of interest paid on the account. Investment Accounts Such as Stocks, Bonds, Saving Certificates, and Money Market Funds Interest or dividends earned by investment accounts are counted as actual income from assets even when the earnings are reinvested. The cash value of such an asset is determined by deducting from the market value any broker fees, penalties for early withdrawal, or other costs of converting the asset to cash.

In determining the market value of an investment account, HANO may use the value of the account on the most recent investment report.

How anticipated income from an investment account may be calculated depends on whether the rate of return is known. For assets that are held in an investment account with a known rate of return (e.g., savings
8.9.2 Equity in Real Property or Other Capital Investments

Equity (cash value) in a property or other capital asset is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and reasonable costs (such as broker fees) that would be incurred in selling the asset [HCV GB, p. 5-25 and PH, p. 121].

Equity in real property and other capital investments is considered in the calculation of asset income except for the following types of assets:

- Equity accounts in HUD homeownership programs [24 CFR 5.603(b)]
- The value of a home currently being purchased with assistance under the HCV program Homeownership Option for the first 10 years after the purchase date of the home [24 CFR 5.603(b)] Notice PIH 2012-3.
- Equity in owner-occupied cooperatives and manufactured homes in which the family lives [HCV GB, p. 5-25]
- Equity in real property when a family member’s main occupation is real estate [HCV GB, p. 5-25]. This real estate is considered a business asset, and income related to this asset will be calculated as described in section 6-1.F.
- Interests in Indian Trust lands [24 CFR 5.603(b)]
- Real property and capital assets that are part of an active business or farming operation [HCV GB, p. 5-25]

HANO must also deduct from the equity the reasonable costs for converting the asset to cash. The net cash value of real property is the market value of the loan (mortgage) minus the expenses to convert to cash [Notice PIH 2012-3].

For the purposes of calculating expenses to convert to cash for real property, the PHA will use ten percent of the market value of the home.

A family may have real property as an asset in two ways: (1) owning the property itself and (2) holding a mortgage or deed of trust on the property. In the case of a property owned by a family member, the anticipated asset income generally may be in the form of rent or other payment for the use of the property. If the property generates no income, actual anticipated income from the asset may be zero.

In the case of a mortgage or deed of trust held by a family member, the outstanding balance (unpaid principal) is the cash value of the asset. The interest portion only of payments made to the family in accordance with the terms of the mortgage or deed of trust is counted as anticipated asset income.

In the case of capital investments owned jointly with others not living in a family’s unit, a prorated share of the property’s cash value may be counted as an asset unless HANO determines that the family receives no income from the property and is unable to sell or otherwise convert the asset to cash.

8.9.3 Trusts

A trust is a legal arrangement generally regulated by state law in which one party (the creator or grantor) transfers property to a second party (the trustee) who holds the property for the benefit of one or more third parties (the beneficiaries).

8.9.4 Revocable Trusts
If any member of a family has the right to withdraw the funds in a trust, the value of the trust is considered an asset [HCV GB, p. 5-25]. Any income earned as a result of investment of trust funds is counted as actual asset income, whether the income is paid to the family or deposited in the trust.

8.9.5 Nonrevocable Trusts

In cases where a trust is not revocable by, or under the control of, any member of a family, the value of the trust fund is not considered an asset. However, any income distributed to the family from such a trust is counted as a periodic payment or a lump-sum receipt, as appropriate [24 CFR 5.603(b)].

8.9.6 Company Retirement/Pension Accounts

HCV GB, p. 5-26

In order to correctly include or exclude as an asset any amount held in a company retirement or pension account by an employed person, HANO may know whether the money is accessible before retirement.

While a family member is employed, only the amount the family member can withdraw without retiring or terminating employment is counted as an asset.

After a family member retires or terminates employment, any amount distributed to the family member is counted as a periodic payment or a lump-sum receipt, as appropriate, except to the extent that it represents funds invested in the account by the family member. The balance in the account is counted as an asset only if it remains accessible to the family member.

8.9.7 IRA, Keogh, and Similar Retirement Savings Accounts

HCV GB, p. 5-25

IRA, Keogh, and similar retirement savings accounts are counted as assets even though early withdrawal would result in a penalty.

8.9.8 Personal Property

24 CFR 5.603(b), HCV GB, p. 5-25

Personal property held as an investment, such as gems, jewelry, coin collections, antique cars, etc., is considered an asset.

In determining the value of personal property held as an investment, HANO may use the family’s estimate of the value. HANO may obtain an appraisal to confirm the value of the asset if there is reason to believe that the family’s estimated value is off by $50 or more. The family must cooperate with the appraiser, but cannot be charged any costs related to the appraisal.

Generally, personal property held as an investment generates no income until it is disposed of. If regular income is generated (e.g., income from renting the personal property), the amount that is expected to be earned in the coming year is counted as actual income from the asset.

Necessary items of personal property are not considered assets.

Necessary personal property consists of only those items not held as an investment, and may include clothing, furniture, household furnishings, jewelry, and vehicles, including those specially equipped for persons with disabilities.

8.9.9 Life Insurance

HCV GB 5-25

HANO includes the cash value of a life insurance policy available to a family member before death, such as a whole life or universal life policy, in the calculation of the value of the family’s assets. The cash value is the surrender value. If such a policy earns dividends or interest that the family could elect to receive, the anticipated amount of dividends or interest is counted as income from the asset whether or not the family actually receives it.
8.10 PERIODIC PAYMENTS

Periodic payments are forms of income received on a regular basis.

Periodic payments included in annual income include:

- Periodic payments from sources such as social security, unemployment and welfare assistance, annuities, insurance policies, retirement funds, and pensions.
- Disability or death benefits and lottery receipts paid periodically, rather than in a single lump sum [24 CFR 5.609(b)(4) and HCV, p. 5-14].

HANO counts periodic payments from retirement accounts, annuities, and similar forms of investments only after they exceed the amount contributed by the family [24 CFR 5.609(b)(4) and (b)(3)].

8.10.1 Lump-Sum Payments for the Delayed Start of a Periodic Payment
24 CFR 5.609(b)(4)

Most lump-sums received as a result of delays in processing periodic payments, such as unemployment or welfare assistance, are counted as income. However, lump-sum receipts for the delayed start of periodic social security or supplemental security income (SSI) payments are not counted as income. Additionally, any deferred disability benefits that are received in a lump-sum or in prospective monthly amounts from the Department of Veterans Affairs are to be excluded from annual income [FR Notice 11/24/08].

When a delayed-start payment is received and reported during the period in which HANO is processing an annual reexamination, HANO may adjust the family share and HANO subsidy retroactively for the period the payment was intended to cover. The family may pay in full any amount due or request to enter into a repayment agreement with HANO.

8.10.2 Treatment of Overpayment Deductions from Social Security Benefits
Notice PIH 2012-10

HANO may make a special calculation of annual income when the Social Security Administration (SSA) overpays an individual, resulting in a withholding or deduction from his or her benefit amount until the overpayment is paid in full. The amount and duration of the withholding may vary depending on the amount of the overpayment and the percent of the benefit rate withheld. Regardless of the amount withheld or the length of the withholding period, HANO may use the reduced benefit amount after deducting only the amount of the overpayment withholding from the gross benefit amount.

8.10.3 Periodic Payments Excluded from Annual Income

HANO excludes the following periodic payments from annual income:

- Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the assisted family, who are unable to live alone) [24 CFR 5.609(c)(2)]. Kinship guardianship assistance payments (Kin-GAP) and other similar guardianship payments are treated the same as foster care payments and are likewise excluded from annual income [Notice PIH 2008-30]. HANO may exclude payments for the care of foster children and foster adults only if the care is provided through an official arrangement with a local welfare agency [HCV GB, p. 5-16].
- Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home [24 CFR 5.609(c)(16)].
• Amounts received under the Low-Income Home Energy Assistance Program (42 U.S.C. 1626(c)) [24 CFR 5.609(c)(17)].

• Amounts received under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q) [24 CFR 5.609(c)(17)].

• Earned Income Tax Credit (EITC) refund payments (26 U.S.C. 32(j)) [24 CFR 5.609(c)(17)]. Note: EITC may be paid periodically if the family elects to receive the amount due as part of payroll payments from an employer.

• Lump-sums received as a result of delays in processing Social Security and SSI payments [24 CFR 5.609(b)(4)].

• Lump-sums or prospective monthly amounts received as deferred disability benefits from the Department of Veterans Affairs (VA) [FR Notice 11/24/08].

8.11 PAYMENTS IN LIEU OF EARNINGS
24 CFR 5.609(b)(5)

HANO counts as income payments in lieu of earnings, such as unemployment and disability compensation, worker’s compensation, and severance pay, if they are received either in the form of periodic payments or in the form of a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment. If they are received in a one-time lump sum (as a settlement, for instance), they are treated as lump-sum receipts.

8.12 WELFARE ASSISTANCE

HANO counts welfare assistance in annual income. Welfare assistance includes Temporary Assistance for Needy Families (TANF) and any payments to individuals or families based on need that are made under programs funded separately or jointly by federal, state, or local governments [24 CFR 5.603(b)].

8.12.1 Sanctions Resulting in the Reduction of Welfare Benefits
24 CFR 5.615

HANO may make a special calculation of annual income when the welfare agency imposes certain sanctions on certain families. The requirements are summarized below. This rule applies only if a family was receiving HCV assistance at the time the sanction was imposed.

8.12.2 Covered Families

The families covered are those “who receive welfare assistance or other public assistance benefits (‘welfare benefits’) from a State or other public agency (‘welfare agency’) under a program for which Federal, State or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance” [24 CFR 5.615(b)].

8.12.3 Imputed Income

HANO may include in annual income “imputed” welfare income when a welfare agency imposes a sanction that reduces a family’s welfare income because the family commits fraud or fails to comply with the agency’s economic self-sufficiency program or work activities requirement.

HANO may request that the welfare agency inform HANO when the benefits of an HCV participant family are reduced. The imputed income is the amount the family would have received if the family had not been sanctioned.
This requirement does not apply to reductions in welfare benefits: (1) at the expiration of the lifetime or other time limit on the payment of welfare benefits, (2) if a family member is unable to find employment even though the family member has complied with the welfare agency economic self-sufficiency or work activities requirements, or (3) because a family member has not complied with other welfare agency requirements [24 CFR 5.615(b)(2)].

8.12.4 Offsets

The amount of the imputed income is offset by the amount of additional income the family begins to receive after the sanction is imposed. When the additional income equals or exceeds the imputed welfare income, the imputed income is reduced to zero [24 CFR 5.615(c)(4)].

8.13 PERIODIC AND DETERMINABLE ALLOWANCES
24 CFR 5.609(b)(7)

Annual income includes periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing with an assisted family.

8.13.1 Alimony and Child Support

HANO will count alimony or child support amounts actually received by the family as verified by third party documentation. If documentation shows that child support was recently awarded through court order and payments have not yet begun, the court awarded amount can be used as part of a divorce, separation agreement and/or court order.

Families who do not have court-awarded alimony and child support awards are not required to seek a court award and are not required to take independent legal action to obtain collection.

8.13.2 Regular Contributions or Gifts
24 CFR 5.609

HANO may count as income regular monetary and nonmonetary contributions or gifts from persons not residing with an assisted family. Temporary, nonrecurring, or sporadic income and gifts are not counted.

Examples of regular contributions include: (1) regular payment of a family’s bills (e.g., utilities, telephone, rent, credit cards, and car payments), (2) cash or other liquid assets provided to any family member on a regular basis, and (3) “in-kind” contributions such as groceries and clothing provided to a family on a regular basis.

Nonmonetary contributions may be valued at the cost of purchasing the items, as determined by HANO. For contributions that may vary from month to month (e.g., utility payments), HANO may include an average amount based upon past history.

8.14 STUDENT FINANCIAL ASSISTANCE
24 CFR 5.609(b)(9), FR 4/10/06

In 2005, Congress passed a law (for Section 8 programs only) requiring that certain student financial assistance be included in annual income. Prior to that, the full amount of student financial assistance was excluded. For some students, the full exclusion still applies.

Student Financial Assistance included in Annual Income.

The regulation requiring the inclusion of certain student financial assistance applies only to students who satisfy all of the following conditions:

- They are enrolled in an institution of higher education, as defined under the Higher Education Act (HEA) of 1965.
• They are seeking or receiving Section 8 assistance on their own—that is, apart from their parents—through the HCV program, the project-based certificate program, the project-based voucher program, or the moderate rehabilitation program.

• They are under 24 years of age OR they have no dependent children.

For students who satisfy these three conditions, any financial assistance in excess of tuition and any other required fees and charges, as defined by the Department of Education, received: (1) under the 1965 HEA, (2) from a private source, or (3) from an institution of higher education, as defined under the 1965 HEA, must be included in annual income.

To determine annual income in accordance with the above requirements, HANO may use the definitions of dependent child, institution of higher education, and parents included in this Administrative Plan (see Chapter: Eligibility), along with the following definitions [FR 4/10/06, pp. 18148-18150]:


• Assistance from private sources means assistance from nongovernmental sources, including parents, guardians, and other persons not residing with the student in an HCV assisted unit.

• Tuition may have the meaning given this term by the institution of higher education in which the student is enrolled.

8.14.1 Student Financial Assistance Excluded from Annual Income
24 CFR 5.609(c)(6), 24 CFR 5.609(b)(9)

Any student financial assistance not subject to inclusion under HUD requirements is fully excluded from annual income under, whether it is paid directly to the student or to the educational institution the student is attending. This includes any financial assistance received by:

• Students residing with parents who are seeking or receiving Section 8 assistance

• Students who are enrolled in an educational institution that does not meet the 1965 HEA definition of institution of higher education

• Students who are over 23 and have at least one dependent child

• Students who are receiving financial assistance through a governmental program not authorized under the 1965 HEA.

8.15 ADDITIONAL EXCLUSIONS FROM ANNUAL INCOME
24 CFR 5.609(c)

HANO may exclude other sources of income from annual income:

• Reimbursement of medical expenses [24 CFR 5.609(c)(4)]

• Amounts received by participants in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred and which are made solely to allow participation in a specific program [24 CFR 5.609(c)(8)(iii)]
• Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS) [(24 CFR 5.609(c)(8)(iii)]

• Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era [24 CFR 5.609(c)(10)]

• Adoption assistance payments in excess of $480 per adopted child [24 CFR 5.609(c)(12)]

• Refunds or rebates on property taxes paid on the dwelling unit [24 CFR 5.609(c)(15)]

• Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home [24 CFR 5.609(c)(16)]

• Amounts specifically excluded by any other federal statute [24 CFR 5.609(c)(17)]. HUD publishes an updated list of these exclusions periodically. It includes:
  ○ The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));
  ○ Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(f)(1), 5058);
  ○ Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));
  ○ Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
  ○ Payments or allowances made under the Department of Health and Human Services’ Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
  ○ Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-04);
  ○ The first $2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first $2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-8);
  ○ Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under Federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu). For Section 8 programs, the exception found in [Section] 237 of Public Law 109-249 applies and requires that the amount of financial assistance in excess of tuition and any other required fees and charges shall be considered income in accordance with the provisions codified at 24 CFR 5.609(b)(9), except for those persons with disabilities as defined by 42 U.S.C. 1437a(b)(3)(E) (Pub. L. 109-247);
  ○ Payments received from programs funded under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056g);
  ○ Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange liability litigation, M.D.L. No. 381 (E.D.N.Y.) (Pub. L. 101-201 and 101-39);
  ○ Payments received under the Maine Indian Claims Settlement Act of 1980 (Public Law 96-420), 25 U.S.C. 1721 pursuant to 25 U.S.C. 1729(c);
o The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858(q));

o Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(l));

o Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);

o Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));

o Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602);

o Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931);

o Any amount received under the School Lunch Act and the Child Nutrition Act of 1966 (42 U.S.C. 1780(b)), including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC);

o Payments, funds or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b));

o Payments from any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts as provided by an amendment to the definition of annual income in the U.S. Housing Act of 1937 (42 U.S.C. 1437) by Section 2608 of the Housing and Economic Recovery Act of 2008 (Pub. L. 110-289, 42 U.S.C. 4501);

o Compensation received by or on behalf of a veteran for service-connected disability, death, dependency, or indemnity compensation as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 (Pub. L. 111-269) to the definition of income applicable to programs authorized under the Native American Housing Assistance and Self-Determination Act of 1996 (25 U.S.C. 4101) and administered by the Office of Native American Programs; and

o A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled Elouise Cobell et al. v. Ken Salazar et al., United States District Court, District of Columbia, as provided in the Claims Resolution Act of 2010 (Pub. L. 111-291).

8.16 ADJUSTED INCOME
24 CFR 5.611

In determining adjusted income, HANO will deduct the following amounts from annual income:

- $480 for each dependent;
- $400 for any elderly family or disabled family;
- The sum of the following, to the extent the sum exceeds three percent of annual income:
  - Unreimbursed medical expenses of any elderly family or disabled family;
• Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed. This deduction may not exceed the earned income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus

• Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education.

8.16.1 Dependent Deduction
24 CFR 5.611(a)(1), 24 CFR 5.603(b)

A deduction of $480 is taken for each dependent. Dependent is defined as any family member other than the head, spouse, or co-head who is under the age of 18 or who is 18 or older and is a person with disabilities or a full-time student. Foster children, foster adults, and live-in aides are never considered dependents.

8.16.2 Elderly or Disabled Family Deduction
24 CFR 5.611(a)(2), 24 CFR 5.403

A single deduction of $400 is taken for any elderly or disabled family. An elderly family is a family whose head, spouse, co-head, or sole member is 62 years of age or older, and a disabled family is a family whose head, spouse, co-head, or sole member is a person with disabilities.

8.16.3 Medical Expenses Deduction
24 CFR 5.611(a)(3)(i), 24 CFR 5.603(b)

Unreimbursed medical expenses may be deducted to the extent that, in combination with any disability assistance expenses, they exceed three percent of annual income.

The medical expense deduction is permitted only for families in which the head, spouse, or co-head is at least 62 or is a person with disabilities. If a family is eligible for a medical expense deduction, the medical expenses of all family members are counted [VG, p. 28].

8.16.4 Definition of Medical Expenses

HANO defines medical expenses to mean “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.”

The most current IRS Publication 502, Medical and Dental Expenses, may be used to determine the costs that qualify as medical expenses. The following is a summary of Allowable Medical Expenses from IRS Publication 502:

• Services of medical professionals
• Surgery and medical procedures that are necessary, legal, noncosmetic
• Services of medical facilities
• Hospitalization, long-term care, and in-home nursing services
• Prescription medicines and insulin, but not nonprescription medicines even if recommended by a doctor
• Improvements to housing directly related to medical needs (e.g., ramps for a wheel chair, handrails)
8.16.3 Anticipating Expenses

HANO may use current circumstances to anticipate expenses. When possible, for costs that are expected to fluctuate during the year (e.g., child care during school and non-school periods and cyclical medical expenses), HANO may estimate costs based on historic data and known future costs.

If a family has an accumulated debt for medical or disability assistance expenses, HANO may include as an eligible expense the portion of the debt that the family expects to pay during the period for which the income determination is being made. However, amounts previously deducted may not be allowed even if the amounts were not paid as expected in a preceding period. HANO may require the family to provide documentation of payments made in the preceding year.

8.16.6 Disability Assistance Expenses Deduction
24 CFR 5.603(b), 24 CFR 5.611(a)(3)(ii)

Reasonable expenses for attendant care and auxiliary apparatus for a disabled family member may be deducted if they: (1) are necessary to enable a family member 18 years or older to work, (2) are not paid to a family member or reimbursed by an outside source, (3) in combination with any medical expenses, exceed three percent of annual income, and (4) do not exceed the earned income received by the family member who is enabled to work.

8.16.7 Earned Income Limit on the Disability Assistance Expense Deduction

A family can qualify for the disability assistance expense deduction only if at least one family member (who may be the person with disabilities) is enabled to work [24 CFR 5.603(b)].

The disability expense deduction is capped by the amount of "earned income received by family members who are 18 years of age or older and who are able to work" because of the expense [24 CFR 5.611(a)(3)(iii)]. The earned income used for this purpose is the amount verified before any earned income disallowances or income exclusions are applied.

The family must identify the family members enabled to work as a result of the disability assistance expenses. In evaluating the family's request, HANO may consider factors such as how the work schedule of the relevant family members relates to the hours of care provided, the time required for transportation, the relationship of the family members to the person with disabilities, and any special needs of the person with disabilities that might determine which family members are enabled to work.

When HANO determines that the disability assistance expenses enable more than one family member to work, the expenses may be capped by the sum of the family members' incomes.

8.16.8 Eligible Disability Expenses

- Eligible Auxiliary Apparatus: Expenses incurred for maintaining or repairing an auxiliary apparatus are eligible. In the case of an apparatus that is specially adapted to accommodate a person with disabilities (e.g., a vehicle or computer), the cost to maintain...
the special adaptations (but not maintenance of the apparatus itself) is an eligible expense. The cost of service animals trained to give assistance to persons with disabilities, including the cost of acquiring the animal, veterinary care, food, grooming, and other continuing costs of care, may be included.

- Eligible Attendant Care: Attendant care includes, but is not limited to, reasonable costs for home medical care, nursing services, in-home or center-based care services, interpreters for persons with hearing impairments, and readers for persons with visual disabilities.

Attendant care expenses may be included for the period that the person enabled to work is employed plus reasonable transportation time. The cost of general housekeeping and personal services is not an eligible attendant care expense. However, if the person enabled to work is the person with disabilities, personal services necessary to enable the person with disabilities to work are eligible.

If the care attendant also provides other services to the family, HANO may prorate the cost and allow only that portion of the expenses attributable to attendant care that enables a family member to work. For example, if the care provider also cares for a child who is not the person with disabilities, the cost of care must be prorated. Unless otherwise specified by the care provider, the calculation may be based upon the number of hours spent in each activity and/or the number of persons under care.

- Payments to Family Members: No disability assistance expenses may be deducted for payments to a member of an assisted family [24 CFR 5.603(b)]. However, expenses paid to a relative who is not a member of the assisted family may be deducted if they are not reimbursed by an outside source.

- Necessary and Reasonable Expenses: The family must certify that the disability assistance expenses are necessary and are not paid or reimbursed by any other source.

- HANO determines the reasonableness of the expenses based on typical costs of care or apparatus in the locality. To establish typical costs, HANO may collect information from organizations that provide services and support to persons with disabilities. A family may present, and HANO may consider, the family’s justification for costs that exceed typical costs in the area.

8.16.9 Families That Qualify for Both Medical and Disability Assistance Expenses

This policy applies only to families in which the head or spouse is 62 or older or is a person with disabilities.

When expenses anticipated by a family could be defined as either medical or disability assistance expenses, HANO may consider them medical expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

8.17 Child Care Expense Deduction

24 CFR 5.603(b)

HANO defines child care expenses as amounts anticipated to be paid by the family for the care of children under 13-years old during the period for which annual income is computed. Care must be necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed.

Any amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

8.17.1 Clarifying the Meaning of Child for the Child Care Expense Deduction
Child care expenses do not include child support payments made to another on behalf of a minor who is not living in an assisted family’s household [VG, p. 26]. However, child care expenses for foster children that are living in the assisted family’s household, are included when determining the family’s child care expenses [HCV GB, p. 5-29].

8.17.2 Qualifying for the Child Care Expense Deduction

The family must identify the family member(s) enabled to pursue an eligible activity. The term eligible activity in this section means any of the activities that may make the family eligible for a child care deduction (seeking work, pursuing an education, or being gainfully employed).

HANO may consider factors such as how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

8.17.3 Seeking Work

If the child care expense being claimed is to enable a family member to seek employment, the family must provide evidence of the family member’s efforts to obtain employment at each reexamination. The deduction may be reduced or denied if the family member’s job search efforts are not commensurate with the child care expense being allowed by HANO.

8.17.4 Furthing Education

If the child care expense being claimed is to enable a family member to further his or her education, the member must be enrolled in school (academic or vocational) or participating in a formal training program. The family member is not required to be a full-time student, but the time spent in educational activities must be commensurate with the child care claimed.

8.17.5 Being Gainfully Employed

If the child care expense being claimed is to enable a family member to be gainfully employed, the family must provide evidence of the family member’s employment during the time that child care is being provided. Gainful employment is any legal work activity (full- or part-time) for which a family member is compensated.

8.17.6 Earned Income Limit on Child Care Expense Deduction

24 CFR 5.603(b), HCV GB, p. 5-30

When a family member looks for work or furthers his or her education, there is no cap on the amount that may be deducted for child care. However, when child care enables a family member to work, the deduction is capped by the amount of employment income that is included in annual income.

The earned income used for this purpose is the amount of earned income verified after any earned income disallowances or income exclusions are applied. When the person who is enabled to work is a person with disabilities who receives the earned income disallowance (EID) or a full-time student whose earned income above $480 is excluded, child care costs related to enabling a family member to work may not exceed the portion of the person’s earned income that actually is included in annual income. For example, if a family member who qualifies for the EID makes $15,000 but because of the EID only $5,000 is included in annual income, child care expenses are limited to $5,000.

HANO may not limit the deduction to the least expensive type of child care. If the care allows the family to pursue more than one eligible activity, including work, the cap is calculated in proportion to the amount of time spent working.

When the child care expense being claimed is to enable a family member to work, only one family member’s income may be considered for a given period of time. When more than one family member works during a given period, HANO generally may limit allowable child care expenses to the earned income of the lowest-
paid member. The family may provide information that supports a request to designate another family member as the person enabled to work.

8.17.7 Eligible Child Care Expenses

HANO may not refuse to give a family the child care expense deduction because there is an adult family member in the household that may be available to provide child care [VG, p. 26].

8.17.8 Allowable Child Care Activities

For school-age children, costs attributable to public or private school activities during standard school hours are not considered. Expenses incurred for supervised activities after school or during school holidays (e.g., summer day camp, after-school sports league) are allowable forms of child care.

The costs of general housekeeping and personal services are not eligible. Likewise, child care expenses paid to a family member who lives in the family’s unit are not eligible; however, payments for child care to relatives who do not live in the unit are eligible.

If a child care provider also renders other services to a family or child care is used to enable a family member to conduct activities that are not eligible for consideration, HANO may prorate the costs and allow only that portion of the expenses that is attributable to child care for eligible activities. For example, if the care provider also cares for a child with disabilities who is 13 or older, the cost of care may be prorated. Unless otherwise specified by the child care provider, the calculation may be based upon the number of hours spent in each activity and/or the number of persons under care.

8.17.9 Necessary and Reasonable Child Care Costs

Child care expenses may be considered necessary if: (1) a family adequately explains how the care enables a family member to work, actively seek employment, or further his or her education, and (2) the family certifies, and the child care provider verifies, that the expenses are not paid or reimbursed by any other source.

Child care expenses may be considered for the time required for the eligible activity plus reasonable transportation time. For child care that enables a family member to go to school, the time allowed may include not more than one study hour for each hour spent in class.

To establish the reasonableness of child care costs, HANO may use the schedule of child care costs from the local welfare agency. Families may present, and HANO may consider, justification for costs that exceed typical costs in the area.

8.18 RENT AND SUBSIDY CALCULATIONS

8.18.1 Total Tenant Payment (TTP) Formula

24 CFR 5.628

HUD regulations specify the formula for calculating the total tenant payment (TTP) for an assisted family. TTP is the highest of the following amounts, rounded to the nearest dollar:

- 30 percent of the family’s monthly adjusted income (adjusted income is defined in Part II)
- 10 percent of the family’s monthly gross income (annual income, as defined in Part I, divided by 12)
- The welfare rent (in as-paid states only)
- A minimum rent between $0 and $50 that is established by HANO

HANO has authority to suspend and exempt families from minimum rent when a financial hardship exists.
The amount that a family pays for rent and utilities (the family share) may never be less than the family’s TTP but may be greater than the TTP depending on the rent charged for the unit the family selects.

8.18.2 Minimum Rent
24 CFR 5.630

The minimum rent for this locality is $50.

8.18.3 Family Share
24 CFR 982.305(a)(5)

If a family chooses a unit with a gross rent (rent to owner plus an allowance for tenant-paid utilities) that exceeds HANO’s applicable payment standard: (1) the family may pay more than the TTP, and (2) at initial occupancy HANO may not approve the tenancy if it would require the family share to exceed 40 percent of the family’s monthly adjusted income. The income used for this determination must have been verified no earlier than 60 calendar days before the family’s voucher was issued.

8.18.4 HANO Subsidy
24 CFR 982.505(b)

HANO may pay a monthly housing assistance payment (HAP) for a family that is equal to the lower of (1) the applicable payment standard for the family minus the family’s TTP or (2) the gross rent for the family’s unit minus the TTP.

8.18.5 Utility Reimbursement
24 CFR 982.514(b)

When HANO subsidy for a family exceeds the rent to owner, the family is due a utility reimbursement. HUD permits HANO to pay the reimbursement to the family or directly to the utility provider.

HANO may make utility reimbursements to the family.

8.19 FINANCIAL HARDSHIPS AFFECTING MINIMUM RENT
24 CFR 5.630

HANO’s established minimum rent for all vouchers is $50.

The financial hardship exemption applies only to families required to pay the minimum rent. If a family’s TTP is higher than the minimum rent, the family is not eligible for a hardship exemption. If HANO determines that a hardship exists, the family share is the highest of the remaining components of the family’s calculated TTP.

8.19.1 HUD-Defined Financial Hardship

Financial hardship includes the following situations:

- The family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program. This includes a family member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996.

- A hardship may be considered to exist only if the loss of eligibility has an impact on the family’s ability to pay the minimum rent.
For a family waiting for a determination of eligibility, the hardship period may end as of the first of the month following: (1) implementation of assistance, if approved, or (2) the decision to deny assistance. A family whose request for assistance is denied may request a hardship exemption based upon one of the other allowable hardship circumstances.

- The family would be evicted because it is unable to pay the minimum rent.
- For a family to qualify under this provision, the cause of the potential eviction must be the family’s failure to pay rent to the owner or tenant-paid utilities.
- Family income has decreased because of changed family circumstances, including the loss of employment.
- A death has occurred in the family.
- In order to qualify under this provision, a family must describe how the death has created a financial hardship (e.g., because of funeral-related expenses or the loss of the family member’s income).
- The family has experienced other circumstances determined by HANO.
- Any additional hardship criteria hardship criteria established by HANO.

8.19.2 Determination of Hardship

When a family requests a financial hardship exemption, HANO may suspend the minimum rent requirement beginning the first of the month following the family’s request. HANO then determines whether the financial hardship exists and whether the hardship is temporary or long-term.

HANO defines temporary hardship as a hardship expected to last 90 days or less. Long-term hardship is defined as a hardship expected to last more than 90 days.

When the minimum rent is suspended, the family share reverts to the highest of the remaining components of the calculated TTP. The example below demonstrates the effect of the minimum rent exemption.

<table>
<thead>
<tr>
<th>Family Share – No Hardship</th>
<th>Family Share – With Hardship</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0 30% of monthly adjusted income</td>
<td>$0 30% of monthly adjusted income</td>
</tr>
<tr>
<td>$15 10% of monthly gross income</td>
<td>$15 10% of monthly gross income</td>
</tr>
<tr>
<td>N/A Welfare rent</td>
<td>N/A Welfare rent</td>
</tr>
<tr>
<td>$50 Minimum rent</td>
<td>$50 Minimum rent</td>
</tr>
</tbody>
</table>

Minimum rent applies.  
TTP = $50  
Harshship exemption granted.  
TTP = $15

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

HANO will make the determination of hardship within 30 calendar days.

If HANO determines there is no financial hardship, HANO will reinstate the minimum rent and require the family to repay the amounts suspended. HANO requires the family to repay the suspended amount within 30 calendar days of HANO’s notice that a hardship exemption has not been granted.

8.19.3 Temporary Hardship
If HANO determines that a qualifying financial hardship is temporary, HANO may suspend the minimum rent for the 90-day period beginning the first of the month following the date of the family’s request for a hardship exemption.

At the end of the 90-day suspension period, the family must resume payment of the minimum rent and must repay HANO the amounts suspended. HUD requires HANO to offer a reasonable repayment agreement, on terms and conditions established by HANO. HANO also may determine that circumstances have changed and the hardship is now a long-term hardship.

HANO may enter into a repayment agreement with the family.

8.19.4 Long-Term Hardship

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

The hardship period ends when any of the following circumstances apply:

- At an interim or annual reexamination, the family’s calculated TTP is greater than the minimum rent.
- For hardship conditions based on loss of income, the hardship condition may continue to be recognized until new sources of income are received that are at least equal to the amount lost. For example, if a hardship is approved because a family no longer receives a $60/month child support payment, the hardship may continue to exist until the family receives at least $60/month in income from another source or once again begins to receive the child support.
- For hardship conditions based upon hardship-related expenses, the minimum rent exemption may continue to be recognized until the cumulative amount exempted is equal to the expense incurred.

8.20 Applying Utility Allowances

24 CFR 982.517

A HANO-established utility allowance schedule is used in determining family share and HANO subsidy. HANO may use the appropriate utility allowance for the lesser of the size of dwelling unit actually leased by a family or the voucher size issued which the family qualifies using HANO subsidy standards. A HANO-established utility allowance schedule is used in determining family share and HANO subsidy. HANO may use the appropriate utility allowance for the size of dwelling unit actually leased by a family rather than the voucher unit size for which the family qualifies using HANO subsidy standards.

8.20.1 Reasonable Accommodation

HCV program regulations require a HANO to approve a utility allowance amount higher than shown on HANO’s schedule if a higher allowance is needed as a reasonable accommodation for a family member with a disability. For example, if a family member with a disability requires such an accommodation, HANO may approve an allowance for air-conditioning, even if HANO has determined that an allowance for air-conditioning generally is not needed.

The family must request the higher allowance and provide HANO with an explanation of the need for the reasonable accommodation and information about the amount of additional allowance required [HCV GB, p. 18-8].

In cases where the unit size leased exceeds the family unit size as determined under the PHA subsidy standards as a result of a reasonable accommodation, HANO will use the appropriate utility allowance for the size of the dwelling unit actually leased by the family.
8.20.2 Utility Allowance Revisions
24 CFR 982.517(d)(2)

At reexamination, HANO **may** **shall** use its current utility allowance schedule.
Revised utility allowances may be applied to a family’s rent and subsidy calculations at the first annual reexamination that is effective after the allowance is adopted.

8.21 PRORATED ASSISTANCE FOR MIXED FAMILIES
24 CFR 5.520

HUD regulations prohibit assistance to ineligible family members. A mixed family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible family members.

HANO may prorate the assistance provided to a mixed family. HANO may first determine assistance as if all family members were eligible and then prorate the assistance based upon the percentage of family members that actually are eligible.

For example, if HANO subsidy for a family is calculated at $500 and two of four family members are ineligible, HANO subsidy would be reduced to $250.
CHAPTER 9: VERIFICATION

9.1 OVERVIEW

HANO must verify all information used to establish a family’s eligibility and level of assistance. HANO must obtain the family’s consent to collect the information, and applicants and program participants must cooperate with the verification process as a condition of receiving assistance. No cost of verification will be passed on to a family.

HANO will follow the verification guidance provided by HUD in Notice PIH 2010-19 and any subsequent guidance issued by HUD.

9.2 FAMILY CONSENT TO RELEASE OF INFORMATION

24 CFR 982.516, 982.551, 24 CFR 5.230

The family must supply any information that HANO or HUD determines is necessary to the administration of the program and must consent to HANO verification of that information.

9.2.1 Consent Forms

It is required that all adult applicants and participants sign form HUD-9886, Authorization for Release of Information. The purpose of form HUD-9886 is to facilitate automated data collection and computer matching from specific sources and provides the family’s consent only for the specific purposes listed on the form.

HUD and HANO may collect information from State Wage Information Collection Agencies (SWICAs) and current and former employers of adult family members. Only HUD is authorized to collect information directly from the Internal Revenue Service (IRS) and the Social Security Administration (SSA). Adult family members must sign other consent forms as needed to collect information relevant to the family’s eligibility and level of assistance.

9.2.2 Penalties for Failing to Consent

24 CFR 5.232

If any family member who is required to sign a consent form fails to do so, HANO will deny admission to applicants and terminate assistance of participants. The family may request an informal review (applicants) or informal hearing (participants) in accordance with HANO procedures. See Section 19.2.5.

9.3 VERIFICATION REQUIREMENTS

Notice PIH 2010-19

HUD authorizes HANO to use six methods to verify family information and specifies the circumstances in which each method will be used. In general HUD requires HANO to use the most reliable form of verification that is available and to document the reasons when HANO uses a lesser form of verification.

In order of priority, the forms of verification that HANO will use are:

- Up-front Income Verification (UIV) using HUD’s Enterprise Income Verification (EIV) system
- Up-front Income Verification (UIV) using a non-HUD system, including, but not limited to, the Work Number.
9.1 Verification

When HANO policies are used to verify income and deductions, the documents must be usable for calculation purposes for 120 days from the time they are received in the office. All verification attempts, information obtained, and decisions reached during the verification process will be recorded in the family’s file in sufficient detail to demonstrate that HANO has followed all of the verification policies set forth in this plan.

HANO will document, in the family file, the following:

- Reported family annual income
- Value of assets
- Expenses related to deductions from annual income
- Other factors influencing the adjusted income or income-based rent determination

When HANO is unable to obtain 3rd party verification, HANO will document in the family file the reason that third-party verification was not available [24 CFR 960.259(c)(1); Notice PIH 2010-19].

9.4 UPFront Income Verification Using HUD’s Enterprise Income Verification (EIV)
SYSTEM

HUD’s EIV system contains data showing earned income, unemployment benefits, Social Security benefits, and SSI benefits for participant families. HUD requires HANO to use the EIV system in its entirety. The following policies apply to the use of HUD’s EIV system:

9.4.1 EIV Income Reports

HANO will obtain income reports for annual reexaminations on a monthly basis. Reports will be generated as part of the regular reexamination process:
Income reports will be compared to family-provided information as part of the annual reexamination process. Income reports may be used in the calculation of annual income, income reports may also be used to meet the regulatory requirement for third party verification. Policies for resolving discrepancies between income reports and family-provided information will be resolved as described in this chapter.

Income reports will be used in interim reexaminations to verify and calculate earned income, unemployment benefits, Social Security and/or SSI benefits. EIV will also be used to verify that families claiming zero income are not receiving income from any of these sources.

Income reports will be retained in participant files with the applicable annual or interim reexamination documents.

When HANO determines through income reports and third-party verification that a family has concealed or under-reported income, corrective action will be taken pursuant to the policies in the chapter on Program Integrity.

9.4.2 EIV Discrepancies

EIV Income Reports will be compared to family-provided information in order to identify discrepancies.

HANO will review EIV discrepancies during reexaminations. When it appears that a family may have concealed or under-reported income, HANO will request written third-party verification of the income in question. In some circumstances, discrepancies between family-provided information and the EIV Income Report are not the result of families concealing or under-reporting income.

9.4.3 EIV Identity Verification

The EIV system verifies tenant identities against SSA records. These records are compared to PIC data for a match on social security number, name, and date of birth.

HANO will use EIV’s Identity Verification Report to improve the availability of income information in EIV [Notice PIH 2012-10].

When identity verification for a participant fails, a message will be displayed within the EIV system and no income information will be displayed.

HANO will identify participants whose identity verification has failed by reviewing EIV’s Identity Verification Report.

HANO will attempt to resolve PIC/SSA discrepancies by obtaining appropriate documentation from the participant. When HANO determines that discrepancies exist due to HANO errors such as spelling errors or incorrect birth dates, the errors will be corrected promptly.

9.5 Upfront Income Verification Using Non-HUD Systems

In addition to mandatory use of the EIV system, HANO may utilize other upfront verification sources, including, but not limited to, the Work Number.

9.6 Written Third-Party Verification

Notice PIH 2010-19

Written third-party verification documents must be original and authentic and may be supplied by the family or received from a third-party source.
Examples of acceptable tenant-provided documents include, but are not limited to: pay stubs, payroll summary reports, employer notice or letters of hire and termination, SSA benefit verification letters, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices.

HANO may reject documentation provided by the family if the document is not an original, if the document appears to be forged, or if the document is altered, mutilated, or illegible.

If HANO determines that third-party documents provided by the family are not acceptable, HANO will explain the reason to the family and request additional documentation. As verification of earned income, HANO will request pay stubs covering the following pay-periods prior to HANO’s request:

- Weekly paychecks: 6 paystubs
- Biweekly paychecks: 3 paystubs
- Monthly paychecks: 2 paystubs

9.7 WRITTEN THIRD-PARTY VERIFICATION FORM

When upfront verification is not available and the family is unable to provide written third-party documents, HANO may request a written third-party verification form.

A written third-party verification form is mandatory when there is an unreported source of income or a substantial difference in reported income ($2400 annually or more) and there is no UIV or tenant-provided documentation to support the income discrepancy.

Third-party verification forms will be sent when third-party verification documents are unavailable or are rejected by HANO.

9.8 ORAL THIRD-PARTY VERIFICATION

Notice PIH 2010-19

For third-party oral verification, HANO will contact sources identified by UIV techniques or by the family, by telephone or in person.

Oral third-party verification is mandatory if neither form of written third-party verification is available or received within a reasonable time.

9.8.1 When Third-Party Verification is Not Required

Notice PIH 2010-19

Third-party verification may not be available in all situations. HUD has acknowledged that it may not be cost-effective or reasonable to obtain third-party verification of income, assets, or expenses when these items would have a minimal impact on the family’s total tenant payment.

9.8.2 Primary Documents

Third-party verification is not required when legal documents are the primary source, such as a birth certificate or other legal documentation of birth.

9.9 SELF-CERTIFICATION
When information cannot be verified by a third party or by review of documents, family members will be required to submit self-certifications attesting to the accuracy of the information they have provided to HANO.

HANO may require a family to certify that a family member does not receive a particular type of income or benefit.

The self-certification must be made in a format acceptable to HANO and must be signed by the family member whose information or status is being verified. All self-certifications must be signed in the presence of a HANO representative or HANO notary public.

When HANO relies on a tenant declaration for verification of income, assets, or expenses, the family’s file must be documented to explain why third-party verification was not available.

HANO may accept a self-certification from a family as verification of assets disposed of for less than fair market value [HCV GB, p. 5-28].

9.10 Verification of Legal Identity

HANO will require families to furnish verification of legal identity for each household member.

If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

If none of these documents can be provided and at HANO’s discretion, a third party who knows the person may attest to the person’s identity. The certification must be provided in a format acceptable to HANO and be signed in the presence of a HANO representative or HANO notary public.

Legal identity will be verified on an as needed basis.

9.11 Verification of Zero Income

9.11.1 Zero Income Household

A zero Income household is one where no household member receives any income, contributions and/or benefits on his/her own behalf or on behalf of another individual in the household.

Households that report zero income may be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc. If the family’s expenses exceed their known income, HANO may make inquiry as to the nature of the family’s accessible resources.

HANO will require the following when the household claims zero income and at each successive regular recertification:

- Completion of a financial hardship worksheet
- Completion of a zero income self-certification by each adult household member;
- EIV check to confirm that no household member has any income;
- 3rd party welfare verification to confirm that no benefits are received; and
- 3rd party verification to the Family Court to confirm that no child support/alimony is paid or received (only if there are minors in the household and both parent/legal guardians do not reside in the household).
Every 180 days, HANO will run an EIV check on zero income households and take action as required for unreported income.

9.11.2 Zero Income Individual

A zero income individual is one who does not receive any income, contributions and/or benefits on his/her own behalf or on behalf of another individual in the household. HANO will conduct the following verifications on zero income individuals when he or she claims zero income and at each successive regular recertification:

- Completion of a zero income self-certification;
- EIV check to confirm that the household member has no income;
- 3rd party welfare verification to confirm that no benefits are received; and
- 3rd party verification to the Family Court to confirm that no child support/alimony is paid or received (only if the zero income household member has minor children in the household and both parent/legal guardians do not reside in the household).

HANO will not conduct EIV checks every 180 days for zero income individuals; however HANO reserves the right to run an EIV check to ensure program integrity.

9.12 SOCIAL SECURITY NUMBERS

24 CFR 5.216 and 24 CFR 5.218, Notice PIH 2012-10

The family must provide documentation of a valid social security number (SSN) for each member of the household, with the exception of individuals who do not contend eligible immigration status or who were at least 62 years of age as of January 31, 2010, and had not previously disclosed an SSN.

Note that an individual who previously declared to have eligible immigration status may not change his or her declaration for the purpose of avoiding compliance with the SSN disclosure and documentation requirements or penalties associated with noncompliance with these requirements. Nor may the head of household opt to remove a household member from the family composition for this purpose.

HANO may accept the following documentation as acceptable evidence of the social security number:

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

HANO may only reject documentation of a SSN provided by an applicant or participant if the document is not an original document, if the original document has been altered, mutilated, or is not legible, or if the document appears to be forged.

In the case of Moderate Rehabilitation Single Room Occupancy (SRO) individuals, the required documentation must be provided within 90 calendar days from the date of admission into the program. HANO may grant one additional 90-day extension if it determines that the applicant’s failure to comply was due to circumstances that were beyond the applicant’s control and could not have been reasonably foreseen.

HANO will grant one additional 90-day extension if needed for reasons beyond the participant’s control such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family,
or other emergency. If the individual fails to comply with SSN disclosure and documentation requirements upon expiration of the provided time period, HANO will terminate the individual’s assistance.

When the participant requests to add a new household member who is at least 6 years of age, or who is under the age of 6 and has a SSN, the participant must provide the complete and accurate SSN assigned to each new member at the time of reexamination or recertification, in addition to the documentation required to verify it. HANO may not add the new household member until such documentation is provided.

When a participant requests to add a new household member who is under the age of 6 and has not been assigned an SSN, the participant must provide the SSN assigned to each new child and the required documentation within 90 calendar days of the child being added to the household. A 90-day extension may be granted if HANO determines that the participant’s failure to comply was due to unforeseen circumstances and was outside of the participant’s control. During the period HANO is awaiting documentation of the SSN, the child will be counted as part of the assisted household. See section 19.2.7 for required actions should family fail to provide SSN documents.

9.13 DOCUMENTATION OF AGE

A birth certificate or other official record of birth is the preferred form of age verification for all family members. For elderly family members an original document that provides evidence of the receipt of social security retirement benefits is acceptable.

If an official record of birth or evidence of social security retirement benefits cannot be provided, HANO will require the family to submit other documents that support the reported age of the family member (e.g., school records, driver’s license if birth year is recorded) and to provide a self-certification. Age will be verified only once during continuously assisted occupancy. Refer to Section 4.18.

9.14 FAMILY RELATIONSHIPS

Applicants and program participants are required to identify the relationship of each household member to the head of household. Definitions of the primary household relationships are provided in the Eligibility chapter.

Family relationships are verified only to the extent necessary to determine a family’s eligibility and level of assistance. Certification by the head of household normally is sufficient verification of family relationships.

9.14.1 Marriage

Certification by the head of household is sufficient verification. If HANO has reasonable doubts about a marital relationship, HANO will require the family to document the marriage.

A marriage certificate generally is required to verify that a couple is married.

In the case of a common law marriage, the couple must demonstrate that they hold themselves to be married (e.g., by telling the community they are married, calling each other husband and wife, using the same last name, filing joint income tax returns).

9.14.2 Separation or Divorce

Certification by the head of household is sufficient verification. If HANO has reasonable doubts about a separation or divorce, HANO will require the family to document the divorce, or separation.

A certified copy of a divorce decree, signed by a court officer, is required to document that a couple is divorced.

A copy of a court-ordered maintenance or other court record is required to document a separation.
If no court document is available, documentation from a community-based agency will be accepted. In the event that no documentation is available from a community-based agency, the family may submit a sworn statement signed before HANO staff or a notary public.

9.14.3 Absence of Adult Member

If an adult member who was formerly a member of the household is reported to be permanently absent, the family must provide evidence to support that the person is no longer a member of the family (e.g., documentation of another address at which the person resides such as a lease or utility bill).

9.14.4 Foster Children and Foster Adults

Third-party verification from the state or local government agency responsible for the placement of the individual with the family is required.

9.15 Verification of Student Status

HANO requires families to provide information about the student status of all students who are 18 years of age or older. This information will be verified only if:

- The family reports full-time student status for an adult other than the head, spouse, or co-head.
- The family reports child care expenses to enable a family member to further his or her education.
- The family includes a student enrolled in an institution of higher education.

9.15.1 Restrictions on Assistance to Students Enrolled in Institutions of Higher Education

24 CFR 5.612

This section applies only to students who are seeking assistance on their own, separately from their parents. It does not apply to students residing with parents who are seeking or receiving HCV assistance.

In accordance with the verification hierarchy, HANO will determine whether the student is exempt by verifying any one of the following exemption criteria:

- The student is enrolled at an educational institution that does not meet the definition of institution of higher education in the Higher Education Act of 1965.
- The student is at least 24 years old.
- The student is a veteran.
- The student is married.
- The student has at least one dependent child.
- The student is a person with disabilities, and was receiving assistance prior to November 30, 2005.

If HANO cannot verify at least one of these exemption criteria, HANO will conclude that the student is subject to the restrictions on assistance at. In addition to verifying the student’s income eligibility, HANO will then proceed to verify either the student’s parents’ income eligibility or the student’s independence from his/her parents.
9.15.2 Independent Student

HANO will verify a student’s independence from his/her parents to determine that the student’s parents’ income is not relevant for determining the student’s eligibility by doing all of the following:

- Either reviewing and verifying previous address information to determine whether the student has established a household separate from his/her parents for at least one year or reviewing and verifying documentation relevant to determining whether the student meets the U.S. Department of Education’s definition of independent student
- Reviewing prior year income tax returns to verify whether a parent has claimed the student as a dependent
- Requesting and obtaining written certification directly from the student’s parents identifying the amount of support they will be providing to the student, even if the amount of support is $0.

9.16 Documentation of Disability

24 CFR 100.202(c)

HANO may verify the existence of a disability in order to allow certain income disallowances and deductions from income. HANO is not permitted to inquire about the nature or extent of a person’s disability. HANO may not inquire about a person’s diagnosis or details of treatment for a disability or medical condition. If HANO receives a verification document that provides such information, HANO will not place this information in the tenant file or will remove or blackout such information. Under no circumstances will HANO request a participant’s medical record(s).

9.17 Family Members Receiving SSA Disability Benefits

Verification of the receipt of disability benefits from the Social Security Administration (SSA) is sufficient verification of disability for the purpose of qualifying for wait list preferences (if applicable) or certain income disallowances and deductions [VG, p. 23].

For family members claiming disability who receive disability benefits from the SSA, HANO will attempt to obtain information about disability benefits through the HUD Enterprise Income Verification (EIV) system. If documentation from HUD’s EIV System is not available, HANO will request a current (dated within the last 60 calendar days) SSA benefit verification letter from each family member claiming disability status. If the family is unable to provide the document(s), HANO will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from www.ssa.gov. Once the applicant or participant receives the benefit verification letter they will be required to provide it to HANO.

9.17.1 Family Members Not Receiving SSA Disability Benefits

Receipt of veteran’s disability benefits, worker’s compensation, or other non-SSA benefits based on the individual’s claimed disability are not sufficient verification that the individual meets HUD’s definition of disability in 24 CFR 5.403.

For family members claiming disability who do not receive disability benefits from the SSA, a knowledgeable professional must provide third-party verification that the family member meets the HUD definition of disability. See the Eligibility chapter for the HUD definition of disability. The knowledgeable professional will verify whether the family member does or does not meet the HUD definition.

9.18 Citizenship or Eligible Immigration Status

24 CFR 5.508
Families must provide a certification that identifies each family member as a U.S. citizen, a U.S. national, an eligible noncitizen or an ineligible noncitizen and submit the documents discussed below for each family member. Once eligibility to receive assistance has been verified for an individual it need not be collected or verified again during continuously-assisted occupancy.

9.18.1 U.S. Citizens and Nationals

HUD requires a declaration for each family member who claims to be a U.S. citizen or national. The declaration must be signed personally by any family member 18 or older and by a guardian for minors.

Family members who claim U.S. citizenship or national status will not be required to provide additional documentation unless HANO receives information indicating that an individual’s declaration may not be accurate.

9.18.2 Eligible Immigrants Documents Required

HCV GB, pp. 5-3 and 5-7

All family members claiming eligible immigration status must declare their status in the same manner as U.S. citizens and nationals. HANO will follow all USCIS protocols for verification of eligible immigration status.

The documentation required for eligible noncitizens varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, age, and the date on which the family began receiving HUD-funded assistance.

For family members age 62 or older who claim to be eligible immigrants, proof of age is required. No further verification of eligible immigration status is required.

For family members under the age of 62 who claim to be eligible immigrants, HANO may verify immigration status with the United States Citizenship and Immigration Services (USCIS).

9.19 Verification of Preference Status

HANO may verify any preferences claimed by an applicant. See chapter of Application, Wait List and Tenant Selection.
CHAPTER 10: HOUSING QUALITY STANDARDS

10.1 OVERVIEW

HANO will inspect each unit in accordance with established policies to determine if the unit meets the Housing Quality Standards (HQS). A history of each inspection is maintained in the family’s file. Housing Quality Standards for Single Room Occupancy and Project-Based Vouchers are found in chapters Special Housing Types: “Single Room Occupancy” and Project-Based Vouchers.

10.2 HQS STANDARDS

24 CFR. 982.401

HANO conforms to the performance and acceptability requirements when conducting HQS inspections. HANO inspectors rely on their professional judgment in discriminating between a pass or fail condition.

HUD’s performance and acceptability requirements for HCV-assisted housing 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 and
- Smoke detectors

10.3 PHYSICAL STANDARDS

10.3.1 Owner Responsibilities

24 CFR 982.404

The owner must maintain the unit in accordance with HQS. If the owner fails to maintain the dwelling unit in accordance with HQS, HANO will take action to enforce the owner obligations, which may include abatement or reduction of HAP payments and termination of the HAP contract. The owner is not responsible for breaches in HQS not caused by the owner and for which the family is responsible, as listed below.
10.3.2 Family Responsibilities
24 CFR 982.404

The family is responsible for correcting the following HQS deficiencies:

- Tenant-paid utilities not in service
- Failure to provide or maintain family-supplied appliances and
- Damage to the unit or premises caused by a household member or guest beyond normal wear and tear.

HANO may terminate assistance to a family because of an HQS breach caused by the family. If HANO determines that the tenant caused the damage that led to the HQS deficiency, then HANO may release those payments to the landlord.

10.3.3 Violation of HQS Space Standards
24 CFR 982.403

If HANO determines that a unit does not meet the HQS space standards because of an increase in family size or a change in family composition, HANO will issue the family a new voucher. If an acceptable unit is available for rental by the family, HANO will terminate the existing HAP contract in accordance with its terms and execute a new HAP contract for the new unit.

10.3.4 Modifications to Provide Accessibility
24 CFR 100.203, Notice 2003-31

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, at the family’s expense. All such modifications must meet all applicable HQS requirements. Any owner that intends to negotiate a restoration agreement or require an escrow account must submit the agreement(s) for HANO review. The HANO Legal Department will review such restoration agreements for compliance under the Fair Housing Act and state and local law.

10.3.5 Thermal Environment

The heating system must be capable of maintaining a thermal environment healthy for the human body. There must be a safe heating and cooling system.

10.3.6 Special Requirements for Children With Environmental Intervention Blood Lead Level
24 CFR 35.1225

If HANO is made aware that a child less than 6-years old living in an HCV-assisted unit has been identified as having an environmental intervention blood lead level, HANO will work to assure completion of a risk assessment of the dwelling unit. The risk assessment will 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 calendar days after receiving the risk assessment report from HANO, 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 HANO will take action in accordance with HQS violations standards, as applicable to each case.

10.4 HQS INSPECTIONS PROCESS
24 CFR 982.405
10.4.1 Types of Inspections

HANO conducts the following types of inspections as needed:

10.4.2 Initial Inspections

HANO 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 and the lease effective date.

10.4.3 Annual Inspections

Annual inspections are conducted at least once per calendar year. HANO will send notification to property owners and tenants prior to scheduled annual inspections reminding them of requirements for compliance with HQS.

10.4.4 Special (Complaint) Inspections

A special inspection may be requested by the owner, the family, or a third party as a result of problems identified between annual inspections.

10.4.5 Quality Control Inspections

Quality Control (QC) inspections are re-inspections completed by HANO HCVP Inspections’ Department Manager or another qualified person designated by the Manager. The Manager may not designate a HANO HCVP Inspector who performs initial or annual inspections to perform QC inspections. HANO will perform QC inspections on a sample of HCV program units and a section of owners to ensure that HQS are being enforced correctly and uniformly by all inspectors.

10.4.6 Inspection Costs

HANO will not charge the family or owner for unit inspections.

10.4.7 Notice and Scheduling

The family must allow HANO to inspect the unit at reasonable times and with reasonable notice.

Both the family and the owner will be given reasonable notice of all inspections. Except in the case of a life threatening emergency, reasonable notice is considered to be no less than 48 hours. In the case of a life threatening emergency, HANO will give as much notice as possible, given the nature of the emergency.

10.4.8 Owner and Family Inspection Attendance

When a family occupies the unit at the time of inspection, an authorized adult must be present for the inspection. The presence of the owner or the owner’s representative is encouraged but is not required.

At initial inspection of a vacant unit, HANO will inspect the unit in the presence of the owner or owner’s representative. The presence of a family representative is permitted, but is not required.

10.4.9 Initial HQS Inspection
24 CFR 982.405(a)

HANO will complete the initial inspection, determine whether the unit satisfies HQS, and notify the owner and the family of the determination within a reasonable time from submission of the Request for Tenancy Approval (RFTA).

If any HQS violations are identified, the owner will be notified of the deficiencies and be given 15 calendar days in which to correct them. If requested by the owner, the time frame for correcting the deficiencies may
be extended by HANO for good cause. HANO will reinspect the unit within a reasonable time after the owner notifies HANO that the required corrections have been made.

If the time period for correcting the deficiencies (or any HANO-approved extension) has elapsed, and the unit fails HQS at the time of the reinspection, HANO will notify the owner and the family that the unit has been rejected and that the family must search for another unit. HANO may agree to conduct a second reinspection, for good cause, at the request of the family and owner.

Following a unit disapproval, the family may submit a new Request for Tenancy Approval for the unit if the family has not found another unit by the time the owner completes all repairs and the family continues to wish to live in the unit.

10.4.10 Annual HQS Inspection
24 CFR 982.405(a)

Each unit under HAP contract will have an HQS inspection once during each calendar year.

If an authorized adult cannot be present on the scheduled date, the family should request that HANO reschedule the inspection. HANO will schedule a new inspection date.

If the family misses the first scheduled appointment without requesting a new inspection date, HANO will automatically schedule a second inspection. If the family misses two scheduled inspections without HANO approval, HANO will consider the family to have violated its obligation to make the unit available for inspection. This may result in termination of the family’s assistance.

10.4.10 Biennial Inspections
24 CFR 982.405(a)

Biennial inspections are conducted at least once per two calendar years, and after the unit has been initially inspected. To qualify for Biennial inspections, a unit must have met the following conditions:

1. Received at least two consecutive years of passing scores on the first inspection attempt for annual HQS inspections.

2. Unit has not been found in HQS violation within the past year of any health and/or safety deficiencies by HANO or Louisiana Housing Corporation (LHC) for the following programs:
   a. Low-Income Housing Tax Credit (LIHTC) Program
   b. HOME Rental Housing Program

10.4.11 Annual Inspections
24 CFR 982.405(a)

Annual inspections are conducted at least once per calendar year, and after the unit has been initially inspected. A unit will be inspected annually when the unit does not meet the qualifications for Biennial Inspections, and matches at least one of the following conditions:

- A determination by HANO that the unit’s inspection history or HQS violation deficiency would classify the unit as a more marginal or higher-risk unit.
- A discretionary administrative determination made by the Executive Director or his designee.
- Failed Inspection conducted by the City of New Orleans or LHC in the past year.

10.4.12 Notification of Inspections

HANO will send notification to property owners and tenants prior to scheduled annual or biennial inspections reminding them of requirements for compliance with HQS.
HANO will conduct a special inspection if the owner, family, or a third party reports possible HQS violations in the unit.

During a special inspection, HANO generally will inspect only those deficiencies that were reported however, the inspector may record any additional HQS deficiencies that are observed and may require the responsible party to make the necessary repairs.

If the annual inspection has been scheduled or is due within 90 days of the date the special inspection is scheduled, HANO may elect to conduct a full annual inspection.

A HANO supervisor or other qualified person will 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 HQS.

The unit sample will generally include units that have been inspected within the preceding 3 months. The selected sample will include:

- Each type of inspection (initial, annual, and special)
- Inspections completed by each inspector and
- Units from a cross-section of neighborhoods.

Emergency HQS violations will cover only those situations that are determined to be exigent health and safety issues, i.e. those situations that pose an immediate threat to the life, health or safety of tenants or
that are related to fire safety hazards. When emergency HQS violations are identified, HANO will immediately notify both the owner and tenant. The notice will specify who is responsible for correcting the violation. The corrective actions must be taken within the required time period per HANO’s notice.

Emergency violations include, but are not limited to:

- 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
- Absence of a working heating system when outside temperature is below 60 degrees Fahrenheit
- Utilities not in service, including no running hot water
- Obstacles that prevent safe entrance or exit from the unit
- Absence of a functioning toilet in the unit and
- Inoperable smoke detectors
- Serious fire damage
- Major mold

If an owner fails to correct emergency conditions within 24 hours as required, the housing assistance payment will be abated and the HAP contract will be terminated.

If a family fails to correct a family-caused emergency condition as required, HANO may terminate the family’s assistance.

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

10.4.1410.4.16 Other HQS Violations

When failures that are not life-threatening are identified, HANO will send the owner and the family a written notification of the inspection results following the inspection.

The written notice will specify who is responsible for correcting the violation, and the time frame within which the failure must be corrected. The notice of inspection results will inform the owner that if non-life threatening conditions are not corrected within the specified time frame, the owner’s HAP will be abated. Likewise, in the case of family-caused deficiencies, the notice will inform the family that if corrections are not made within the specified time frame, the family’s assistance may be terminated.

10.5 Time Standards for Repairs

- If an owner fails to correct HQS deficiencies by the time specified, HANO will abate housing assistance payments
- Emergency Repairs: Items which endanger family health and well-being, such as the emergency conditions listed above, must be corrected within 24 hours after notification. HANO will not grant an extension to this time frame.
• Non-Emergency Repairs - Initial Inspection: HANO generally requires non-emergency repairs for initial inspection to be made within 15 calendar days, unless HANO has approved an extension to this time frame.

• Non-Emergency Repairs at Annual/Interim Inspection: HANO generally requires non-emergency repairs for annual/interim inspections to be completed within 30 calendar days after notification, unless HANO has approved an extension to this time frame.

• Non-Emergency Repairs during a Special Inspection: HANO generally requires non-emergency repairs for special inspections to be completed within 30 calendar days after notification, unless HANO has approved an extension to this time frame.

10.5.1 Extensions

For conditions that are not life-threatening, HANO may grant an exception to the required time frames for correcting the violation, if HANO determines that an extension is appropriate.

Extensions may be granted in cases where HANO has determined that the owner has made a good faith effort to correct the deficiencies but has been unable to for reasons beyond the owner’s control. Reasons may include but are not limited to:

• A repair cannot be completed because required parts or services are not available and
• A repair cannot be completed because of weather conditions.

The length of the extension will be determined on a case-by-case basis, but will not exceed 60 calendar days, except in the case of delays caused by weather conditions. In the case of weather conditions, extensions may be continued until the weather has improved sufficiently to make repairs possible. The necessary repairs must be made within 15 calendar days, once the weather conditions have subsided. HANO will place the owner’s HAP on hold if an extension longer than 60 calendar days is granted due to weather.

An extension may also be granted where a reasonable accommodation is needed because the family includes a person with disabilities.

10.5.2 Reinspections

HANO will conduct a reinspection following the end of the corrective period, or any HANO-approved extension.

10.6 Enforcing Owner Compliance

If the owner fails to maintain the dwelling unit in accordance with HQS, HANO will take prompt and vigorous action to enforce the owner obligations. If an owner is determined to be repeatedly in noncompliance of HQS, the agency may consider disapproving the owner from any further participation or limiting future participation in the voucher program.

10.6.1 HAP Abatement

If an owner fails to correct HQS deficiencies by the time specified, HANO will abate housing assistance payments. Abatement will take effect no later than the first of the month following the specified correction period.

HANO will inspect abated units within a reasonable time period after the owner’s notification that the work has been completed. Payment will resume effective on the day the unit passes inspection. No retroactive payments will be made to the owner for the period of time the assistance payments were abated.
During any abatement period the family continues to be responsible for its share of the rent. The owner must not seek payment from the family for abated amounts and may not use the abatement as cause for eviction. The tenant and the owner will be notified that the tenant is not responsible for payment of the agency's share of rent during the abatement period but that the tenant must continue to pay its share of rent.

10.6.2 HAP Contract Termination

If the HAP has been abated for 60 calendar days, and the unit continues to fail to meet HQS requirements, HANO will issue a 30-day notice of termination of the HAP contract.

If the owner completes corrections and notifies HANO before the termination date of the HAP contract, HANO may rescind the termination notice if (1) the family still resides in the unit and wishes to remain in the unit and (2) the unit passes inspection. If the unit fails again at reinspection, a new voucher will be issued upon the second fail.

Generally, HANO will not terminate the contract until the family finds another unit, provided the family does so in a reasonable time (generally 60 calendar days). HANO will issue a Voucher to permit the family to move to another unit. On a case-by-case basis, HANO may allow abatement past sixty days when the family has made reasonable efforts to find a new unit but has not been successful.

10.7 ENFORCING FAMILY COMPLIANCE

24 CFR 982.404(b)

HANO will pursue prompt and vigorous action against the family for family-caused HQS violations.

Families are responsible for correcting any family caused HQS violations. If the family fails to correct a violation within the period allowed by HANO (and any extensions), HANO may terminate the family's assistance.

When the family moves out of the dwelling unit, the owner, subject to State and local law, may use the security deposit, including interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by the family, damages to the unit or for other amounts the family owes under the lease. The owner must give the family a written list of all items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund the full amount of the unused balance to the family.

HANO will not reimburse owners for the cost of damages or other unpaid amounts owed by the tenants under the lease. The owner must collect damage payments from the tenant.

If an 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.

10.7.1 Sanitary Condition

The dwelling unit and its equipment must be in sanitary condition and free of vermin and rodent infestation. The unit must have adequate barriers to prevent infestation.

10.7.2 Smoke Detectors

Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any person with a hearing impairment, smoke detectors must have an appropriate alarm system as specified in NFPA 74 (or successor standards).

10.7.3 Hazards and Health/Safety
The unit, interior and exterior common areas accessible to the family must be free of hazards to the family's health and safety.
CHAPTER 11: REASONABLE RENT DETERMINATION

11.1 OVERVIEW

No HAP contract can be approved until HANO 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. A reasonable rent is one that does not exceed the rent charged for comparable, unassisted units in the same market area. Owners are also prohibited from charging more for assisted units than for comparable unassisted units on the premises.

11.2 REASONABLE RENT DETERMINATIONS

24 CFR 982.507

HANO will not approve a lease until a determination is made that the initial rent to the owner is a reasonable rent.

To ensure reasonable rents, HANO periodically conducts surveys, using factors of comparability such as geographic location, locations by submarket areas, and rents.

At all times during assisted tenancy HANO will ensure that the rent to the owner does not exceed the reasonable rent as most recently determined or re-determined by HANO. HANO will make a determination whether the rent to owner is a reasonable rent in comparison to rent for other comparable unassisted units. In making this determination HANO will consider:

- The amount of rent being charged for comparable, standard, unassisted units in the neighborhood
- The quality, location, size, unit type and age of the contract unit
- The amenities, housing services, maintenance and utilities to be provided by the owner in accordance with the lease
- On-site facilities
- Management and maintenance of the building and unit and
- The amount of rent charged by the owner for similar units in the same structure

11.3 HOW RENTS ARE DETERMINED

HANO will notify the owner of the rent that HANO will approve based upon its analysis of rents for comparable units.

11.4 REQUIRED REASONABLE RENT DETERMINATION

HANO will complete reasonable rent determinations:

- When a unit is placed under HAP contract for the first time.
- When an owner requests an increase in rent.
• If there is a 5 percent decrease in the Fair Market Rent that goes into effect at least 60 calendar days before the contract anniversary date.

• At any other time HANO or HUD deems it necessary including but not limited to when a family’s tenant portion of rent is greater than 40% of their income after initial occupancy.

HANO will terminate the existing contract for any unit where the landlord does not agree to a Reasonable Rent. A transfer packet will be issued to the participating family for any owner that elects not to enter into a new agreement in accordance with the regulations concerning Termination of Tenancy.

11.5 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 impose rent restrictions cannot be considered comparable units. These include units assisted by HUD through any of the following programs: Section 8 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. Road Home-assisted properties may not be subsidized.

11.6 Rents Charged for Other Units on the Premises

By accepting HANO payment 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 HANO information regarding rents charged for other units on the premises.

11.7 Reasonable Accommodation – Reasonable Rent

HANO may make a reasonable accommodation in the rules and policies related to reasonable rent when such accommodation is necessary to afford a disabled person equal opportunity to use and enjoy a dwelling unit.

A family that requires a reasonable accommodation may request the accommodation, in writing, at the time the Request for Tenancy Approval (RFTA) is submitted. The family must document the need for the exception and provide HANO with any documents requested to verify the need for an accommodation.

11.8 Rent Limitations

At initial lease up and upon transfer to a new unit, HANO may permit a client to rent a unit where the gross rent exceeds the payment standard if the gross rent does not result in the family share exceeding 40% of the family’s monthly adjusted income.

HANO will allow a subsequent rent increase during a family’s occupancy of the unit that causes the family share to exceed 40% of monthly adjusted income as long as the new rent to owner is determined to be reasonable. However, such an increase will only be approved provided that notice and an opportunity to move to a new unit has been provided to the tenant. The maximum initial rent burden applies only at the commencement of an assisted occupancy in a particular unit.

11.8.1 Disapproval of Proposed Rent

HANO will NOT to approve an initial rent in the following circumstances:

• If the rent for a dwelling unit does not meet the test of Rent Reasonableness and
• If the gross rent is in excess of HANO’s payment standard and the rent would result in a family share that exceeds 40% of the family’s monthly adjusted income.

If the owner accepts a revised rent, HANO will continue processing the Request for Tenancy Approval.

During subsequent lease terms, if a dwelling unit does not meet the test of rent reasonableness, the landlord must renegotiate a reasonable rent or the HAP contract will be terminated.

After initial lease-up, if a dwelling unit meets the test of reasonable rent but exceeds the payment standard, HANO will allow the client to pay a family share that exceeds 40% of the family’s monthly adjusted income, if the family chooses to pay it.

11.9 Rent Adjustments

Requests for rent increase may be submitted once per year. Owners must submit rent change requests, in writing, to HANO within the specified timeframe prior to reexamination, using the Rent Increase Request Form. Approved rent changes will go into effect on the effective date of the annual reexamination.

All contract rent increases will be reviewed for rent reasonableness prior to approval. If the requested rent is not approvable after application of the reasonable rent test, the following options apply:

• HANO will attempt to negotiate a lower, approvable rent with the landlord
• If an approvable rent is not negotiated between the landlord and HANO, HANO will provide the participant with notice that the lease and HAP contract will be terminated. The participant will be issued a family packet to locate a new unit or
• The participant may continue to lease in place without HCV program rent assistance and HANO will terminate the Housing Assistance Payments Contract with the owner.

11.10 Timing of Rent Changes

Upon completion of any recertification, HANO will notify the family and owner of the new Housing Assistance Payment, Family Rent to Owner and Total Contract Rent.

11.10.1 Rent Decrease

If the Family Rent to Owner decreases, the new rent amount will be effective with the next month’s rent payment. For example, if the family provides HANO notice of a change in income, then the decreased rent should be retroactive to the next month after the report is made. For example, if a family reports a decrease on 3/28/2011, the decrease should be effective April 1 even if HANO does not complete processing until April 15.

11.10.2 Rent Increase

If the Family Rent to Owner increases, HANO will provide at least 30 calendar days advance written notice to the participant of the new rent amount. Any annual increase by the landlord must meet the rent reasonableness test for the unit. At the time of the assisted lease anniversary date, the family must decide if it wants to pay any rent increase imposed by the owner. If the family does not, a voucher must be provided to allow the family to move. If the rental subsidy allowed by the payment standard has not changed, voucher-assisted families have the option of agreeing to the increase in rent, or giving the proper 30 calendar day’s written notice to HANO and the owner to vacate the unit.
CHAPTER 12: GENERAL LEASING POLICIES AND HAP CONTRACT

12.1 Overview

It is an applicant’s responsibility to find a unit that is owned by an individual or entity that is willing to participate in the HCV program. Units must meet the following requirements in order to be approved by HANO for leasing:

- The unit itself must qualify as an eligible unit
- The unit must be inspected by HANO and meet the Housing Quality Standards (HQS)
- The lease offered by the owner must meet standard requirements and must include the required Tenancy Addendum
- The rent to be charged by the owner for the unit must be reasonable, as determined by HANO
- The owner must be an eligible owner, with no conflicts of interest
- For families initially leasing a unit: Where the gross rent of the unit exceeds the applicable payment standard for the family, the share of rent to be paid by the family cannot exceed 40 percent of the family’s monthly adjusted income

12.2 Tenant Screening

24 CFR 982.307(a)(1)

HANO has no liability or responsibility to the owner or other persons for the family’s behavior for tenancy. The owner is responsible for screening and selection of the family to occupy the owner’s unit. HANO informs owners that screening and selection for tenancy is the responsibility of the owner. HANO also informs owners and/or managers of their responsibility to comply with VAWA.

HANO provides owners with the family’s current and prior address (as shown in HANO records), and the name and address (if known to HANO) of the landlord at the family’s current and prior address.

HANO does not screen applicants for family behavior for tenancy and does not provide additional screening information to the owner.

HANO will not disclose to the owner any confidential information provided in response to a HANO request for documentation of domestic violence, dating violence, sexual assault, or stalking except at the written request or with the written consent of the individual providing the documentation.

12.3 Requesting Tenancy Approval

After the family is issued a voucher, the family must locate an eligible unit, with an owner or landlord willing to participate in the voucher program. Once a family finds a suitable unit and the owner is willing to lease the unit under the program, the owner and the family must request the approval of the assisted tenancy in the selected unit, no later than the expiration date on the voucher [HCV GB p.8-15].

- A voucher holder must submit a Request for Tenancy Approval (RFTA) (form HUD-52517) prior to the expiration date of the voucher. The RFTA must be signed by the owner and voucher holder.
• Owners must certify to the most recent amount of rent charged for the unit and provide an explanation for any difference between the prior rent and the proposed rent.

• Owners must certify that they are not the spouse, parent, child, grandparent, grandchild, sister or brother of any member of the family, unless HANO has granted a request for reasonable accommodation for a person with disabilities who is a member of the tenant household.

• For units constructed prior to 1978, owners must either 1) certify that the unit, common areas, and exterior have been found to be free of lead-based paint by a certified inspector; or 2) attach a lead-based paint disclosure statement.

• The family may not submit, and HANO will not process, more than one RFTA at a time.

• HANO will review the RFTA for completeness. If the RFTA is incomplete (including lack of signature by family, owner, or both), or if the lease is not submitted with the RFTA, HANO will notify the family and the owner of the deficiencies.

12.4 Eligible Units

HANO may permit families to use voucher assistance in a number of special housing types in accordance with the specific requirements applicable to those programs.

HANO may permit use of any special housing type if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

12.5 Ineligible Units

24 CFR 982.352(a)

The following types of housing may not be assisted by HANO in the tenant-based program:

• A public housing or Indian housing unit;

• A unit receiving project-based assistance under Section 8 of the 1937 Act;

• Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;

• College or other school dormitories;

• Units on the grounds of penal, reformatory, medical, mental and similar public or private institutions; and

• A unit occupied by its owner or by a person with any interest in the unit.

12.6 Duplicative Assistance

24 CFR 982.352(c)

A family may not receive the benefit of HCV tenant-based assistance while receiving the benefit of any of the following forms of other housing subsidy, for the same unit or for a different unit:

• Public or Indian housing assistance;

• Other Section 8 assistance (including other tenant-based assistance);
• Assistance under former Section 23 of the United States Housing Act of 1937 (before amendment by the Housing and Community Development Act of 1974);

• Section 101 rent supplements;

• Section 236 rental assistance payments;

• Tenant-based assistance under the HOME Program;

• Rental assistance payments under Section 521 of the Housing Act of 1949 (a program of the Rural Development Administration);

• Any local or state rent subsidy;

• Section 202 supportive housing for the elderly;

• Section 811 supportive housing for persons with disabilities;

• Section 202 projects for non-elderly persons with disabilities (Section 162 assistance); or

• Any other duplicative Federal, State, or local housing subsidy, as determined by HUD. For this purpose, “housing subsidy” does not include the housing component of a welfare payment, a social security payment received by the family, or a rent reduction because of a tax credit.

12.7 HOUSING QUALITY STANDARDS (HQS)
24 CFR 982.305 and 24 CFR 982.401

In order to be eligible, the dwelling unit must be in decent, safe and sanitary condition. This determination is made using HUD’s Housing Quality Standards (HQS) and/or equivalent state or local standards approved by HUD. See the Chapter on HQS for a full discussion of the HQS standards, as well as the process for HQS inspection.

12.8 UNIT SIZE
24 CFR 982.402(d)

In order to be eligible, the dwelling unit must be an appropriate size for the number of persons in the household. Exceptions to this policy will be reviewed on a case by case basis.

12.9 RENT REASONABLENESS
24 CFR 982.305, 24 CFR 982.507

In order to be eligible, the dwelling unit must have a reasonable rent. The rent must be reasonable in relation to comparable unassisted units in the area and must not be in excess of rents charged by the owner for comparable, unassisted units on the premises. See the Chapter on Rent Reasonableness for a full discussion of rent reasonableness policies.

12.10 RENT BURDEN
24 CFR 982.506

Where a family is initially leasing a unit and the gross rent of the unit exceeds the applicable payment standard for the family, the dwelling unit rent must be at a level where the family’s share of rent does not exceed 40 percent of the family’s monthly adjusted income.
12.11 LEASE AND TENANCY ADDENDUM
24 CFR 982.308

The family and the owner must execute and enter into a written lease for the assisted unit. This written lease is a contract between the tenant family and the owner; HANO is not a party to this contract. 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.

HANO may provide a model or standard dwelling lease for owners to use in the HCV program.

The assisted dwelling lease should contain all of the required information as listed below:

- The names of the owner and the tenant
- The unit rented (address, apartment number, and any other information needed to identify the contract unit)
- The term of the lease (initial term and any provisions for renewal)
- The amount of the monthly rent to owner
- A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family

12.11.1 Assisted Tenancy Term

The initial term of the lease must be one year for all transfers and new admissions. During the initial term of the lease, the owner may not raise the rent and/or make any changes to the lease. Any provisions for renewal of the lease will be stated in the lease.

12.11.2 Security Deposit
24 CFR 982.313

HANO will allow the owner to collect any security deposit amount the owner determines is appropriate and is not in excess of amounts charged by the owner to unassisted tenants. Further, the security deposit collected must be in accordance with local and State laws.

HANO will allow the owner to collect any security deposit amount the owner determines is appropriate. Therefore, no modifications to the HAP contract will be necessary.

12.11.3 Prohibition of Side Payments between Owner and Tenant
24 CFR 982.451(b)(4), 24 CFR 982.510(c)

Owners may not demand or accept any rent payment from the family in excess of the rent to the owner minus HANO's housing assistance payments to the owner.

The owner may not charge the tenant extra amounts for items customarily included in rent in the locality, or provided at no additional cost to unassisted tenants in the premises.

12.11.4 Review of Lease
24 CFR 982.308(c)

HANO may review the lease to determine if the lease complies with state and local law and is permitted to decline to approve the tenancy if HANO determines that the lease does not comply with State or local law.
12.12 Tenancy Approval
24 CFR 982.305

After receiving the family's Request for Tenancy Approval, the unit passing inspection and the rent being approved by HANO, HANO will notify the family and owner as to whether the assisted tenancy is approved.

Prior to approving the assisted tenancy and execution of a HAP contract, HANO will ensure that all required actions and determinations are completed, including ensuring that:

- The unit is eligible;
- The unit has been inspected by HANO and meets the Housing Quality Standards (HQS);
- Any lease addenda offered by the owner is approvable;
- The rent to be charged by the owner for the unit is reasonable;
- Where the family is initially leasing a unit and the gross rent of the unit exceeds the applicable payment standard for the family, the share of rent to be paid by the family does not exceed 40 percent of the family's monthly adjusted income;
- The owner is an eligible owner, not disapproved by HANO, with no conflicts of interest; and
- The family and the owner have executed the lease, including the Tenancy Addendum, and the lead-based paint disclosure information.

If the terms of the RFTA are changed for any reason, including but not limited to negotiation with HANO, HANO will obtain corrected copies of the RFTA signed by the family and the owner.

12.13 Disapproval of Assisted Tenancy

If HANO determines that the tenancy cannot be approved for any reason, the owner and the family will be notified and given the opportunity to address any reasons for disapproval. HANO will instruct the owner and family of the steps that are necessary to approve the tenancy.

Where the tenancy is not approvable because the unit is not approvable, the family must continue to search for eligible housing within the timeframe of the issued voucher.

If the tenancy is not approvable due to rent affordability (including rent burden and rent reasonableness), HANO will attempt to negotiate the rent with the owner. If a new, approvable, reasonable rent is negotiated, the tenancy will be approved. If the owner is not willing to negotiate an approvable rent, the family must continue to search for eligible housing within the timeframe of the issued voucher.

12.14 Lease Execution
24 CFR 983.256

The owner and tenant will execute the lease, including the HUD prescribed tenancy addendum and the lead based paint disclosure information before the beginning of the initial term of the lease for the unit.

The tenant must have legal capacity to enter a lease under the state and local law and both the tenant and owner must enter into and sign a written lease for the unit.

The owner and the assisted family will execute the lease and the owner must provide a copy to HANO and the assisted family.
12.15 HOUSING ASSISTANCE PAYMENT (HAP) CONTRACT EXECUTION
24 CFR 982.305

If HANO has given approval for the family of the assisted tenancy, HANO will execute a HAP contract with the owner. The HAP contract represents a written agreement between HANO and the owner of the dwelling unit occupied by a HCV-assisted family. The contract details the owner’s responsibilities under the program, as well as HANO’s obligations. Under the HAP contract, HANO agrees to make housing assistance payments to the owner on behalf of a specific family occupying a specific unit and obliges the owner to comply with all program requirements.

HANO will not execute the HAP contract until the owner and tenant have submitted all required documents, including IRS form W-9.

HANO will ensure that the owner receives a copy of the executed HAP contract.

HANO will make a best effort to ensure that the HAP contract is executed before the beginning of the lease term. Regardless, the HAP contract will be executed no later than 60 calendar days from the beginning of the lease term.

12.16 HAP CONTRACT PAYMENTS

HANO will make monthly HAP payments to the owner on behalf of the family. If a lease term begins after the first of the month, the HAP payment for the first month is prorated for a partial month.

HANO will not pay any housing assistance payment to the owner until the HAP contract has been executed. If the HAP contract is executed during the period of 60 calendar days from the beginning of the lease term, HANO will pay housing assistance payments after execution of the HAP contract (in accordance with the terms of the HAP contract) to cover the portion of the lease term before execution of the HAP contract (a maximum of 60 calendar days).

Any HAP contract executed after the 60 day period is void, and HANO may not make any housing assistance payments to the owner.

The amount of the HAP payment is determined according to the policies described in this Plan and is subject to change during the term of the HAP contract. HANO must notify the owner and the family in writing of any changes in the HAP payment.

- HAP payments can be made only during the lease term, and only while the family is residing in the unit.
- The family is not responsible for payment of the HAP payment and HANO is not responsible for payment of the family share of rent.
- The family’s share of the rent cannot be more than the difference between the total rent to the owner and the HAP payment. The owner may not demand or accept any rent payment from the tenant in excess of this maximum.
- If the owner receives any excess HAP from HANO, the excess amount must be returned immediately. If HANO determines that the owner is not entitled to all or a portion of the HAP, HANO may deduct the amount of overpayment from any amounts due to the owner, including amounts due under any other Section 8 HCV contract.
- Unless the owner complies with all provisions of the HAP contract, the owner is not entitled to receive housing assistance payments under the HAP contract.

By endorsing the monthly check from HANO, the owner certifies to compliance with the terms of the HAP contract. This includes certification that:
• the owner is maintaining the unit and premises in accordance with HQS
• the contract unit is leased to the tenant family
• that to the best of the owner’s knowledge, the family resides in the unit as the family’s only residence
• that the rent to owner does not exceed rents charged by the owner for comparable unassisted units on the premises and
• that the owner does not receive (other than rent to owner) any additional payments or other consideration for rent of the contract unit during the HAP term.

12.17 Late HAP Payments

HANO is responsible for making HAP payments promptly when due to the owner in accordance with the terms of the HAP contract. After the first two calendar months of the HAP contract term the HAP contract provides for penalties if HANO fails to make the HAP payment on time.

HANO is not required to pay a late payment penalty if HUD determines that the payment is late for reasons beyond HANO’s control. In addition, late payment penalties are not required if HANO intentionally delays or denies payment as a remedy to an owner breach of the HAP contract.

12.18 Termination of HAP Contracts and Payments

The HAP contract and the housing assistance payments made under the HAP contract may be terminated for any of the reasons, below. See, also, the Chapter on Termination of Assistance and Tenancy for more details.

• The owner or the family terminates the lease
• The lease expires
• HANO terminates the HAP contract
• HANO terminates assistance for the family
• The family moves from the assisted unit. In this situation, the owner is entitled to keep the housing assistance payment for the month when the family moves out of the unit
• 180 days have elapsed since HANO made the last housing assistance payment to the owner
• The family is absent from the unit for longer than the maximum period permitted by HANO
• The Annual Contributions Contract (ACC) between HANO and HUD expires or
• HANO elects to terminate the HAP contract.
• HANO may elect to terminate the HAP contract in each of the following situations:
  • Available program funding is not sufficient to support continued assistance for families in the program
- The unit does not meet HQS size requirements due to a change in family composition.
- The unit does not meet HQS.
- The family breaks up or
- The owner breaches the HAP contract.

If HANO terminates the HAP contract, HANO will give the owner and the family written notice. The notice will specify the reasons for the termination and the effective date of the termination. Once a HAP contract is terminated, no further HAP payments may be made under that contract.

In all cases, the HAP contract terminates at the end of the calendar month that follows the calendar month in which HANO gives written notice to the owner. The owner is not entitled to any housing assistance payment after this period, and must return any housing assistance payment received after this period to HANO.

12.18.1 Family Notice of Intention to Move

If the family moves from the assisted unit into a new unit, even if the new unit is in the same building or complex as the assisted unit, the HAP contract for the assisted unit terminates. A new HAP contract would be required.

If the family moves out of the unit, HANO may not make any Housing Assistance Payment to the owner for any month after the month the family moves out. The owner may keep the Housing Assistance Payment for the month when the family moves out of the unit.

12.18.2 Owner Notice of Intention to Evict Family

The owner must inform HANO when the owner has initiated eviction proceedings against the family and the family continues to reside in the unit.

If the owner has commenced the process to evict the tenant and the family continues to reside in the unit, HANO must continue to make Housing Assistance Payments to the owner in accordance with the Housing Assistance Payment Contract until the owner has obtained a court judgment or other process allowing the owner to evict the tenant. HANO may continue such payments until the family moves from, or is evicted from the unit, whichever is earlier.

The owner must inform HANO when the owner has obtained a court judgment or other process allowing the owner to evict the tenant, and provide HANO with a copy of such judgment or determination. The owner must inform HANO of the date when the family actually moves from the unit or the family is physically evicted from the unit.

12.18.3 Breach of HAP Contract

Any of the following actions by the owner constitutes a breach of the HAP contract:

- The owner violates any obligations under the HAP contract including failure to maintain the unit in accordance with HQS;
- The owner violates any obligation under any other HAP contract under Section 8 of the U.S. Housing Act of 1937;
- The owner commits fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;
• For projects with mortgages insured by HUD or loans made by HUD, if the owner fails to comply with the regulations for the applicable program; or if the owner commits fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan;
• The owner engages in drug-related criminal activity; or
• The owner commits any violent criminal activity.

If HANO determines that a breach of the HAP contract has occurred, it may exercise any of its rights and remedies under the HAP contract.

HANO rights and remedies against the owner under the HAP contract include:
• Recovery of any HAP overpayment;
• Suspension of housing assistance payments;
• Abatement;
• Reduction of the housing assistance payment;
• Termination of the payment; or
• Termination of the HAP contract.

HANO may also obtain additional relief by judicial order or action.

HANO will notify the owner of its determination and provide in writing the reasons for the determination. The notice may require the owner to take corrective action by an established deadline. HANO will provide the owner with written notice of any reduction in housing assistance payments or the termination of the HAP contract.

12.19 Changes in the Lease
24 CFR 982.308

If the tenant and the owner agree to any changes in the lease, such changes must be in writing, and the owner must immediately give HANO a copy of such changes. The lease, including any changes, must remain in accordance with the requirements of this chapter.

Generally, HANO approval of tenancy and execution of a new HAP contract are not required for changes in the lease. However, under certain circumstances, voucher assistance in the unit shall not be continued unless HANO has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner. These circumstances include:

• Changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
• Changes in lease provisions governing the term of the lease; and
• The family moves to a new unit, even if the unit is in the same building or complex.

In these cases, if the HCV assistance is to continue the family must submit a new Request for Tenancy Approval (RFTA) along with a new lease containing the altered terms. A new tenancy must then be approved in accordance with this chapter.
12.20 **LEASE TERMINATION**

The lease may be terminated by any of the following actions:

- The owner and/or tenant terminate the lease;
- HANO terminates the HAP contract; or
- HANO terminates assistance for the family.
CHAPTER 13: OWNERS

13.1 OVERVIEW

Owners play a central role in the HCV program by supplying decent, safe, and sanitary housing for participating families. The term “owner” refers to any person or entity with the legal right to lease or sublease a unit to a participant in the HCV program. The term “owner” includes a principal or other interested party, such as a designated agent of the owner. Owners have numerous responsibilities under the program, including screening and leasing to families, maintaining the dwelling unit, enforcing the lease, and complying with various contractual obligations.

13.2 OWNER RECRUITMENT AND RETENTION

HCV GB, pp. 2-4 to 2-6

HANO will conduct owner outreach to ensure that owners are familiar with the program and its advantages and to ensure that the program includes owners/units in areas outside of areas of poverty and minority concentration.

HANO will provide owners with information that explains the program, including HUD and HANO policies and procedures.

HANO will work to attract owners with property located outside areas of poverty and minority concentration. Outreach strategies may include:

- Distributing printed material about the program to property owners and managers
- Contacting property owners and managers by phone or in-person
- Conducting owner briefing sessions
- Developing working relationships with owners

13.3 BASIC OWNER RESPONSIBILITIES

24 CFR 982.301(b)(11)

The basic owner responsibilities according to HUD regulations are as follows:

- Perform all of the owner’s obligations under the Housing Assistance Payments (HAP) contract and the lease
- Perform all management and rental functions for the assisted unit, including selecting a Voucher-holder to lease the unit, and deciding if the family is suitable for tenancy of the unit
- Maintain the unit in accordance with the Housing Quality Standards (HQS), including performance of ordinary and extraordinary maintenance
- Comply with equal opportunity requirements
- Prepare and furnish to HANO information required under the HAP contract
• Collect from the family any security deposit, the tenant’s contribution to rent (that part of rent to owner not covered by the housing assistance payment from HANO), and any charges for unit damage by the family

• Enforce tenant obligations under the lease

• Make modifications to a dwelling unit occupied or to be occupied by a disabled person, and

• Comply with the Violence Against Women Act of 2005 (VAWA) when screening or terminating tenants.

13.4 Owner Requirements

24 CFR 982.306, 24 CFR 982.452

HANO will conduct owner certifications for owners prior to approving tenancy and for owners when there is a transfer in ownership on existing HCV program units to certify and verify the following:

• Owner can verify ownership by producing a copy of the Deed of Record or a HUD 1 Settlement Statement or from the Parish of New Orleans Civil District, provided that the owner name is an exact match.

• Owner has provided a verified Employer Identification Number or verified Social Security Number.

• Owner has provided a valid government issued photo identification.

• Owner has signed VAWA Owner Notice.

• Owner has provided a W-9 to HANO.

• Owner has signed the Owner Certification of Civil Rights Compliance and No Conflict of Interest.

• Owner has provided a signed and completed Authorization for Direct Deposit.

• If an owner uses an authorized agent/landlord to manage the unit and/or make decisions on his behalf, HANO will require a signed contract between the owner and agent to certify that the individual presenting him/herself to HANO to act on the owner’s behalf is authorized by the owner to do so. Such agent must also provide a government photo ID.

• HANO will issue a 1099 tax form to the owner at the address provided to HANO.

HANO may abate or suspend Housing Assistance Payments or terminate the HAP contract if owner certification requirements are not met.

13.5 Owners Barred from Participation

24 CFR 982.306(a)(b)

HANO will not approve the assisted tenancy if HANO has been informed that the owner has been debarred, suspended, or subject to a limited denial of participation under 24 CFR part 24. HUD may direct HANO not to approve a tenancy request if a court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements, or if such an action is pending.
13.6 Leasing to Relatives
24 CFR 982.306(d), HCV GB p. 11-2

HANO will not approve an RFTA if the owner is the spouse, parent, child, grandparent, grandchild, sister, or brother of any member of the Voucher holder’s family. HANO may make an exception as a reasonable accommodation for a family member with a disability. The owner is required to certify that no such relationship exists. This restriction does not apply to the Section 8 homeownership program and only applies at the time that the family initially receives assistance under the HCV program for occupancy of a particular unit. Current contracts on behalf of owners and families that are related may continue, but any new leases or contracts for these families may not be approved.

13.7 Conflict of Interest
24 CFR 982.161; HCV GB p. 8-19

HANO will not approve a tenancy in which any of the following classes of persons has any interest, direct or indirect, during tenure or for one year thereafter:

- Applicants/participants who own or have a financial interest in the dwelling unit they intend to rent. (Exception provision is when a unit owned as a cooperative, an applicant/participant who is a member of the cooperative may receive HCV Rental Assistance, provided they meet all other eligibility requirements.)

- Any present or former member or officer of HANO (except a participant commissioner)

- Any employee of HANO, or any contractor, subcontractor or agent of HANO, who formulates policy or who influences decisions with respect to the programs

- Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the programs; or

- Any member of the Congress of the United States.

HUD may waive the conflict of interest requirements, except for members of Congress, for good cause. HANO must submit a waiver request to the appropriate HUD Field Office for determination.

13.8 Owner Actions That May Result in Disapproval of a Tenancy Request
24 CFR 982.306(c)

HUD regulations permit HANO, at HANO’s discretion, to refuse to approve a request for tenancy if the owner has committed any of a number of different actions. If HANO disapproves a request for tenancy because an owner is not qualified, it may not terminate the HAP contract for any assisted families that are already living in the owner’s properties unless the owner has violated the HAP contract for those units

HANO will refuse to approve a request for tenancy if HANO becomes aware that any of the following are true:

- 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 or

- A court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.

- The owner has violated obligations under a HAP contract under Section 8 of the 1937 Act
• The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
• The owner has engaged in any drug-related criminal activity or any violent criminal activity.
• The owner has a history or practice of non-compliance with HQS for units leased under the tenant-based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program.
• The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
  • Threatens the right to peaceful enjoyment of the premises by other residents;
  • Threatens the health or safety of other residents, of employees of HANO, or of owner employees or other persons engaged in management of the housing;
  • 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; or (iv) is drug-related criminal activity or violent criminal activity.
• The owner has a history or practice of renting units that fail to meet state or local housing codes, or
• The owner has not paid state or local real estate taxes, fines, or assessments.

In considering whether to disapprove owners for any of the discretionary reasons listed above, HANO will consider any mitigating factors. Such factors may include, but are not limited to, the seriousness of the violation in relation to program requirements, the impact on the ability of families to lease units under the program, and health and safety of participating families. Upon consideration of such circumstances, HANO may, on a case-by-case basis, choose to approve an owner.

13.9 NON-DISCRIMINATION
HAP Contract – Form HUD-52641

The owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability, in connection with any actions or responsibilities under the HCV program and the HAP contract with HANO.

The owner must cooperate with HANO and with HUD in conducting any equal opportunity compliance reviews and complaint investigations in connection with the HCV program and the HAP contract with HANO.

13.10 CHANGE IN OWNERSHIP
HUD-52641

HANO requires that upon a change in ownership a new lease and HAP contract be signed.

HANO will screen new owners to verify ownership (a copy of the Deed of Record or HUD 1 Settlement Statement) from the new owner. New owners are subject to the same owner requirements as the existing owners (i.e., photo ID, etc.).

The existing owner must submit, in writing, the request for change in ownership. The request must include the name and address of the new HAP payee and the effective date of the change.
HANO will evaluate the request and inform the current owner in writing whether the change is approved by HANO.

The new owner must provide a written certification to HANO that includes:

- A copy of the escrow statement or other document showing the transfer of title and recorded deed
- A copy of the owner’s IRS Form W-9, Request for Taxpayer Identification Number and Certification, or the social security number of the new owner
- Confirmation that the new owner is not a prohibited relative.

If the new owner does not agree to sign a HAP contract, or fails to provide the necessary documents, HANO will not approve the change in ownership.

13.11 FORECLOSURE
HUD-52461, Notice PIH 2010-49

Families receiving HCV assistance are entitled to certain protections set forth under the Protecting Tenants at Foreclosure Act (PTFA). HANO will provide all HCV applicants that have been issued a voucher with information regarding PTFA at admission and to participant heads of household at the time of annual reexamination.

HANO will provide information regarding the PTFA to prospective owners when they begin their participation in the HCV program and to current HCV owners one time with the monthly HAP or at another time deemed appropriate by the agency.

If HANO is notified of or learns that a property with HANO-assisted tenants is in foreclosure, the agency will take the following actions:

- Make all reasonable efforts to determine the status of the foreclosure and ownership status of the property. This may include, but is not limited to, review of legal notices in the local newspaper and/or local government websites and/or obtaining information provided by the tenant notifying the agency of the foreclosure (i.e. a 90 day notice to vacate).
- Continue to make payments to the original owner until ownership is legally transferred in accordance with the HAP contract.
- Attempt to obtain written acknowledgement of the assignment of the HAP contract from the successor in interest. The written agreement may include a request for owner information such as a Tax ID Number, and payment instructions from the new owner. Even if the new owner does not acknowledge the assignment of the HAP contract in writing, the assignment is still effective by operation of the law.
- Inform the tenant that they must continue to pay rent in accordance with the lease, and if the successor in interest refuses to accept payment or cannot be identified, the tenant should pay the rent into escrow, because failure to pay rent may constitute an independent ground for eviction.
- Inform the family if the HANO is unable to make HAP payments to the successor in interest due to either (1) an action or inaction by the successor in interest that prevents such payments (e.g. failure to maintain property in accordance with HQS) or (2) an inability to identify the successor in interest.
- Make reasonable inquiries to determine whether the unit, in addition to having a tenant receiving HCV assistance, will be (or has been) assisted under the Neighborhood Stabilization Program (NSP). If the unit has been assisted under NSP, HANO may use rental funds to pay owner-paid utilities or to pay family moving costs (including security deposit). HANO will take reasonable steps
to notify the owner the agency intends to pay utilities rather than make payments to the owner and will notify the owner within a reasonable time after making any utility payments.

HANO will continue to adhere to the requirements set forth in the PTFA until the act expires and/or is superseded.

**13.12 Owner Termination of Tenancy**

During the lease term an owner shall not terminate the tenancy of an assisted family except for specific reasons. See chapter on Termination for specific policies on owner termination of tenancy.
CHAPTER 14: PAYMENT STANDARDS AND UTILITY ALLOWANCES

14.1 PAYMENT STANDARDS
24 CFR 982.503; HCV GB, Ch. 7

“Payment standard” is defined as the maximum monthly assistance payment for a family assisted in the voucher program, prior to deducting the total tenant payment by the family.

HANO will establish a payment standard schedule that establishes payment standard amounts for each FMR area within HANO’s jurisdiction, and for each unit size within each of the FMR areas. For each unit size, HANO may establish a single payment standard amount for the whole FMR area, or may set different payment standards for different parts of the FMR area. Unless HUD grants an exception, HANO is required to establish a payment standard within a “basic range” established by HUD – between 90 and 110 percent of the published FMR for each unit size.

14.2 APPLYING PAYMENT STANDARDS
24 CFR 982.505, 24 CFR 982.4(b) HCV GB 12-5

The payment standard for a family is the lower of:

1) the payment standard for the family unit size, which is defined as the appropriate number of bedrooms for the family under HANO’s subsidy standards [24 CFR 982.4(b)], or

2) the payment standard for the size of the dwelling unit rented by the family.

If HANO has established an exception payment standard for a designated part of an FMR area and a family’s unit is located in the exception area, HANO may use the appropriate payment standard for the exception area. (See exception Payment Standards, below).

HANO will pay a monthly housing assistance payment (HAP) for a family that is the lower of (1) the payment standard for the family minus the family’s TTP or (2) the gross rent for the family’s unit minus the TTP.

If during the term of the HAP contract for a family’s unit, the owner lowers the rent, HANO may recalculate the HAP using the lower of the initial payment standard or the gross rent for the unit [HCV GB, p. 7-8]

14.2.1 Changes in Payment Standards

HANO’s current payment standard will be used to calculate the family rent and Housing Assistance Payment at the family’s regular reexamination. When HANO changes the payment standards the new payment standard will be used to calculate family rent and HAP at the first regular reexamination after the change.

14.2.2 Increases in Payment Standards

If the payment standard is increased during the term of the HAP contract, the increased payment standard will be used to calculate the monthly housing assistance payment for the family beginning on the effective date of the family’s first regular reexamination on or after the effective date of the increase in the payment standard.

Families requiring or requesting interim reexaminations will not have their HAP payments calculated using the higher payment standard until their next scheduled reexamination.

14.2.3 Decreases in Payment Standards
If the payment standard is decreased during the term of the HAP contract, the decreased payment standard will be applied at the second annual reexamination following the effective date of the decrease in the payment standard.

For example, if the payment standards in effect were:

- At admission: $881
- At first reexamination: $850
- At second reexamination: $801

Then the payment standards applied would be as follows:

- At admission: $881
- At first reexamination: $881
- At second reexamination: $850
- At following reexamination: $801 (unless the payment standard increases)

If the family moves to a new unit, or a new HAP contract is executed due to changes in the lease (even if the family remains in place) the current payment standard applicable to the family will be used when the new HAP contract is processed.

14.2.4 Changes in Family Unit Size

Regardless of any increase or decrease in the payment standard, if the family unit size increases or decreases during the HAP contract term, the new family unit size must be used to determine the payment standard for the family beginning at the family’s first regular reexamination following the change in family unit size.

14.2.5 Payment Standards at Interim Reexamination

During an interim reexamination, HANO will apply the payment standard that was in effect at the last regular recertification.

14.2.6 Updating Payment Standards

HANO will review the appropriateness of the payment standards on an annual basis when the new FMR is published.

14.2.7 Exception Payment Standards

24 CFR 982.503(c)

HANO will request HUD approval to establish payment standards that are higher than the basic range. At HUD’s sole discretion, HUD may approve a payment standard amount that is higher than the basic range for a designated part of the FMR area. HUD may approve an exception payment standard amount (in accordance with program requirements) for all units, or for all units of a given size, leased by program families in the exception area. Any HANO with jurisdiction in the exception area may use the HUD-approved exception payment standard amount. The total population of all HUD-approved exception areas in an FMR area may not include more than 50 percent of the population of the FMR area.

14.2.8 Unit-by-Unit Exceptions

24 CFR 982.503(c)(2)(ii)
When needed as a reasonable accommodation, HANO may make an exception to the payment standard without HUD approval if the exception amount does not exceed 110-120 percent of the applicable FMR for the unit size. HANO may request HUD approval for an exception to the payment standard for a particular family if the required amount falls between 110 and exceeds 120 percent of the FMR.

A family that requires a reasonable accommodation may request a higher payment standard at the time the Request for Tenancy Approval (RFTA) is submitted. The family must document the need for the exception. In order to approve an exception, or request an exception from HUD, HANO will determine that:

- There is a shortage of affordable units that would be appropriate for the family.
- The unit has features that meet the needs of a family member with disabilities.
- The family’s TTP would otherwise exceed 40 percent of adjusted monthly income; and
- The rent for the unit is reasonable based on the analysis and determination by HANO. See section 11.2.

14.2.9 “Success Rate” Payment Standard Amounts
24 CFR 982.503(e)

If a substantial percentage of families have difficulty finding a suitable unit, HANO may request a “success rate payment standard” that applies to the entire jurisdiction. If approved by HUD, a success rate payment standard allows HANO to set its payment standards at 90-110 percent of a higher FMR (the 50th, rather than the 40th percentile FMR). To support the request, HANO will demonstrate that during the most recent 6-month period for which information is available:

- Fewer than 75 percent of families who were issued vouchers became participants
- HANO had established payment standards for all unit sizes, and for the entire jurisdiction, at 110 percent of the published FMR, and
- HANO had a policy of allowing voucher holders who made sustained efforts to locate units at least 90 days to search for a unit.

Although HUD approves the success rate payment standard for all unit sizes in the FMR area, HANO may choose to adjust the payment standard for only some unit sizes in all, or a designated part, of HANO’s jurisdiction within the FMR area.

14.2.10 Decreases in the Payment Standard Below the Basic Range
24 CFR 982.503(d)

HANO will request HUD approval to establish a payment standard amount that is lower than the basic range. At HUD’s sole discretion, HUD may approve establishment of a payment standard lower than the basic range. HUD will not approve a lower payment standard if the family share for more than 40 percent of program participants exceeds 30 percent of adjusted monthly income.

14.3 Single Room Occupancy Payment Standards

The payment standard for SRO housing is 75 percent of the 0-bedroom payment standard amount on HANO’s payment standard schedule.

14.4 Utility Allowances
24 CFR 982.517

A HANO-established utility allowance schedule is used in determining family share and HANO subsidy. HANO will maintain a utility allowance schedule for (1) all tenant-paid utilities, (2) the cost of tenant-supplied refrigerators and ranges, and (3) other tenant-paid housing services such as trash collection.
The utility allowance schedule will be determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, HANO will use normal patterns of consumption for the community as a whole, and current utility rates.

A unit must have separate meters for any utility for which the tenant is responsible for payment. Any utility that is not separately metered will be the responsibility of the owner.

14.4.1 Reasonable Accommodation
HANO may approve a utility allowance amount higher than shown on HANO’s schedule if a higher allowance is needed as a reasonable accommodation for a family member with a disability.

14.5 APPLICATION OF UTILITY ALLOWANCES
24 CFR 982.517(d), HCV GB, p. 12-5

At lease-up, HANO will apply the utility allowance in effect on the effective date of the lease-up.

At regular reexamination, HANO will apply the utility allowance in effect on the effective date of the reexamination.

At interim reexamination, HANO will apply the utility allowance in effect on the effective date of the interim reexamination.

The family share of the rent and HAP calculations must reflect any changes in the family's utility arrangement with the owner, or in HANO's utility allowance schedule.

When there are changes in the utility arrangement with the owner, HANO will use the utility allowances in effect at the time the new lease and HAP contract are executed.

Revised utility allowances will be applied to a family’s rent and subsidy calculations at the first annual reexamination after the allowance is adopted.

14.6 SINGLE ROOM OCCUPANCY UTILITY ALLOWANCES

The utility allowance for an assisted person residing in SRO housing is 75 percent of the zero bedroom utility allowance.
CHAPTER 15: CONTINUED OCCUPANCY

15.1 OVERVIEW

HANO must conduct a reexamination of family income and composition at least annually. Family circumstances may change throughout the period between annual reexaminations. HUD and HANO policies dictate what kinds of information about changes in family circumstances must be reported, and under what circumstances HANO must process interim reexaminations to reflect those changes.

15.2 FAMILY OBLIGATIONS

24 CFR 982.551

The following are family obligations and terms and conditions related to use and occupancy of the unit:

- The family must supply any information that HANO or HUD determines to be necessary, including submission of required evidence of citizenship or eligible immigration status.
- The family must supply any information requested by HANO or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
- The family must disclose and verify social security numbers and sign and submit consent forms for obtaining information.
- Any information supplied by the family must be true and complete.
- The family is responsible for any Housing Quality Standards (HQS) breach by the family caused by failure to pay tenant-provided utilities or appliances, or damages to the dwelling unit or premises beyond normal wear and tear caused by any member of the household or guest.
- Damages beyond normal wear and tear will be considered to be damages which could be assessed against the security deposit.
- The family must allow HANO to inspect the unit at reasonable times and after reasonable notice, as described in this plan.
- The family must not commit any serious or repeated violation of the lease.
- The family must use the assisted unit for residence by the family.
- The family may not transfer their voucher to another unit, household or family member (see HANO policy on remaining family members).
- The unit must be the family’s only residence.
- The family must allow HANO to inspect the unit at reasonable times and after reasonable notice.
- HANO must approve the composition of the assisted family residing in the unit.
- The family must request HANO approval to add household members as occupants of the unit. HANO’s approval of such additions is subject to the family composition requirements.
- The family must pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.

- If HANO has given approval, a foster child or a live-in-aide may reside in the unit.

- The family must notify HANO and the owner before moving out of the unit or terminating the lease.

- The family must comply with lease requirements regarding written notice to the owner. The family must provide written notice to HANO at the same time the owner is notified.

- The family must promptly give HANO a copy of any owner eviction notice.

- The family must not sub-lease or sub-let the unit.

- The family must not assign the lease or transfer the unit.

- The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the programs.

- The members of the household may not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

- The members of the household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

- The family must supply any information requested by HANO to verify that the family is living in the unit or information related to family absence from the unit.

- The family must not own or have any interest in the unit (other than in a cooperative and owners of a manufactured home leasing a manufactured home space).

- A family must not receive HCV program assistance while residing in a unit owned by a spouse, parent, child, grandparent, grandchild, sister or brother of any member of the family, unless HANO has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide a reasonable accommodation for a family member who is a person with a disability.

- The family must notify HANO and the owner before moving out of the unit or terminating the lease:
  - The family must comply with lease requirements regarding written notice to the owner.
  - The family must provide written notice to HANO at the same time the owner is notified.
  - The family must promptly give HANO 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.

HANO will determine if a family has committed serious or repeated violations of the lease based on available evidence, including but not limited to, a court-ordered eviction, or an owner’s notice to evict.
Serious and repeated lease violations will include, but not be limited to, nonpayment of the tenant portion of rent, disturbance of neighbors, destruction of property, living or housekeeping habits that cause damage to the unit or premises and criminal activity. Generally, the criteria to be used is whether the reason for the eviction was through no fault of the tenant or the tenant’s guests.

15.3 **Annual Reexaminations**  
24 CFR 982.516

HANO conducts a reexamination of family income and composition at least annually. This includes gathering and verifying current information about family composition, income, and expenses. Based on this updated information, the family’s income and rent must be recalculated.

15.3.1 **Scheduling Annual Reexaminations**

HANO will begin the annual reexamination process approximately 120 calendar days in advance of its scheduled effective date. Generally, HANO schedules reexamination effective dates to coincide with the family’s anniversary date.

- Anniversary date is defined as the first day of the month in which the lease is signed for the unit. For example, a participant moving into a particular unit on March 15, 2012 has an anniversary date for that same unit of March 1.

- If a family requests a move and the last regular reexamination interview date was within 60 calendar days from the date of the request to move, HANO will complete a full reexamination; however, HANO will only verify information that has changed and will not run an EIV report. The move will be coded as a regular reexamination.

- HANO may also schedule a reexamination for completion prior to the anniversary date for administrative purposes.

15.3.2 **Notification of and Participation in the Annual Reexamination Process**  
Notice PIH 2009-36

Generally, HANO will have families participate in an annual reexamination interview, attended by the head of household and all adult household members. For elderly and disabled families, HANO will only require the head of household and adult household members to come into HANO’s office on alternate years. On the years that the family is not required to attend an in-person interview, HANO will mail recertification packets for the family to complete at home and return to HANO within ten (10) business days. If participation in an in-person interview poses a hardship because of a family member’s disability, the family may contact HANO to request a reasonable accommodation. HANO may allow complete reexaminations by mail.

If a family fails to attend two scheduled interviews or fails to return the mail-out recertification packet after two notifications without HANO approval, or if the notice is returned by the post office with no forwarding address, a notice of termination will be sent to the family’s address of record, and to any alternate address provided in the family’s file.

15.3.3 **Conducting Annual Reexaminations**  
24 CFR 982.551(b), 24 CFR 982.403

As part of the annual reexamination process, families are required to provide updated information to HANO regarding the families:

- Income,
- Expenses, and
- Composition.

The information provided by the family generally will be verified. See the chapter on Verification for policies.
Unless the family reports a change, or the agency has reason to believe a change has occurred in information previously reported by the family, certain types of information that are verified at admission typically do not need to be re-verified on an annual basis, including:

- Legal identity
- Age
- Social security numbers
- A person’s disability status
- Citizenship or immigration status

15.3.4 Determining Ongoing Eligibility of Certain Students
24 CFR 982.552(b)(5), 24 CFR 5.612

During the annual reexamination process, HANO will determine the ongoing eligibility of each student who is subject to eligibility restrictions by reviewing the student’s individual income as well as the income of the student’s parents. If the student has been determined “independent” from his or her parents, the parents’ income will not be reviewed.

If the student is no longer income-eligible based on his or her own income or the income of his or her parents, the student’s assistance will be terminated.

If the student continues to be income-eligible based on his or her own income and the income of his or her parents (if applicable), HANO will process a reexamination in accordance with the policies in this chapter.

15.3.5 Criminal Background Checks

Each household member aged 18 years and older will be required to execute a consent form for a criminal background check as part of the reexamination process. Information obtained through criminal background checks may be used for lease enforcement and eviction. The look-back period will be 1 year.

An outstanding warrant check and certification of no criminal activity will be required for all household members 18 years of age or older and will generally be performed at each regular reexamination. All tenants determined not suitable and/or ineligible have a right to a hearing to present extenuating circumstances and have a right to legal representation, prior to program denial of participation.

If the criminal background check identifies a pending criminal investigation, HANO will defer a termination decision for existing participants until the case is decided.

HANO reserves the right to conduct additional certifications of no criminal activity to maintain the integrity of the program.

15.3.6 Household Member Turning 18 between Reexamination Interview and Reexamination Effective Date

When a household member will turn 18 between the date of the reexamination interview, and on or before the effective date of the reexamination, HANO will include the household member’s income in the calculation of annual income. For example, a household has a reexamination effective date of November 1st. One of the household members, at the reexamination interview on September 1st, is still 17, but will turn 18 on September 30th; HANO will calculate the income of that household member as if he/she was an adult, since the household member will be 18 by the effective date of the reexamination. Deductions will also be applied as if the household member was an adult. For example, the household with a member who is 17 at the reexamination interview, but 18 on the reexamination effective date will NOT be given a dependent deduction for the household member who is turning 18 unless that household member is a full time student or disabled.
When a household member will turn 18 between the date of the reexamination interview, but on or before the effective date of the reexamination, HANO will have a parent/legal guardian sign any consent/release forms on behalf of that household member in order to authorize HANO to obtain their income verification.

When a household member will turn 18 between the date of the reexamination interview, but on or before the effective date of the reexamination, HANO will have a parent/legal guardian sign the consent for criminal background check on behalf of that household member in order to authorize HANO's criminal background check.

15.3.7 Subsequent Reexaminations and Background Checks
After the reexamination effective date, if HANO wishes to complete verifications or background checks on a household member who was not 18 at the reexamination interview but who subsequently turned 18, HANO will obtain that household member's signature on any required release form before conducting any type of verification or background check. If no other verifications or background checks are completed between regularly scheduled reexaminations, HANO will wait until the next regular reexamination to obtain the executed release forms from the household member who had turned 18 between the regularly scheduled reexaminations.

15.3.8 Effective Dates
24 CFR 982.516
As part of the reexamination process, HANO must make appropriate adjustments in the rent after consultation with the family and upon verification of the information.

15.3.9 Increases in Rent
In general, an increase in the tenant rent that results from a reexamination will take effect on the family’s anniversary date, and the family will be notified at least 30 calendar days in advance.

If less than 30 calendar days remain before the scheduled effective date, the increase will take effect on the first of the month following the end of the 30-day notice period.

If the family causes a delay in processing the reexamination, increases in the family share of the rent will be applied retroactively, to the scheduled effective date of the reexamination. The family will be responsible for any underpaid rent and may be offered a repayment agreement at the discretion of HANO.

15.3.10 Decreases in Rent
In general, a decrease in the tenant rent that results from a reexamination will take effect on the family’s anniversary date.

If the family causes a delay in processing the reexamination, decreases in the family share of the rent will be applied prospectively, from the first day of the month following completion of the reexamination processing.

15.3.11 Delays in Reexamination Processing
A delay in reexamination processing is defined as delays considered to be caused by the family if the family fails to provide information requested by HANO by the date specified and/or fails to attend scheduled reexamination interviews without good cause, and these delays prevent HANO from completing the reexamination as scheduled.

15.4 Standard for Timely Reporting of Changes
Generally, HANO requires that families report interim changes described in this Administrative Plan to HANO within 10 business days from the date the changed occurred. Any information, document or
signature needed from the family to verify the change must be provided within 10 business days from the date the change occurred, unless another time frame is specified in the specific policy.

If the change is not reported within the required time period, or if the family fails to provide signatures, certifications or documentation, in the time period required by HANO, it will be considered program non-compliance and may subject the family to termination from the program.

15.5 INTERIM REEXAMINATIONS
24 CFR 982.516, HCV GB, p. 12-10

Family circumstances may change throughout the period between regular reexaminations. HUD and HANO policies dictate what kinds of information about changes in family circumstances must be reported, and under what circumstances HANO will process interim reexaminations to reflect those changes. HUD regulations also permit HANO to conduct interim reexaminations of income or family composition at any time.

An interim reexamination does not affect the date of the regular reexamination.

15.5.1 Frequency of Reexamination

Households have no restrictions on the frequency of interim reexaminations.

Between regularly scheduled reexaminations, if there are changes in a family’s income, household composition, or eligible deductions, an interim reexamination may be conducted.

During an interim reexamination, HANO will verify only the items that have changed and will require families to complete both the HANO and HUD Authorization for Release of Information ACO or other acceptable forms.

During an interim reexamination HANO will apply the utility allowance in effect at the last regular reexamination effective date of the interim and the payment standard in effect at the last regular reexamination. For application of payment standards and utility allowance during reexamination, see the chapter on Payment Standards and Utility Allowances in Section 14.2.4, 14.2.5, and 14.5.

HANO may require participating households to complete an interim reexamination and/or interim verifications at additional times to ensure that the participant is in compliance with program requirements.

15.5.2 Family Requests for Interim Reexaminations
24 CFR 982.516(b)(c)

Families have the choice of requesting an interim reexamination under the following circumstances:

- They receive a decrease in income which may result in a rent decrease; or
- They have an increase in the following eligible allowances or deductions:
  - An increase in unreimbursed expenses for the care of a child or disabled family member, or
  - An increase in permissible deductions and/or expenses due to a change in HUD regulations, or
  - For elderly/disabled families only, an increase in unreimbursed medical expenses.

Families are not required to report increases in household income except under circumstances as described below. If a family reports an increase in income which was not required to be reported between regular reexamination, HANO will not process an interim reexamination.
15.5.3 Circumstances Requiring an Interim Reexamination

An interim reexamination must be performed for a family when any one of the circumstances listed below occurs. In these circumstances, only changes in household status and income will be verified and considered in determining total tenant payment:

- Increase in income after a zero income household or zero income individual reports zero income or after having an approved financial hardship exemption from minimum rent;
- Increase in income following an interim rent reduction. What this means is that if a family requests an interim reexamination due to a loss of income/benefits, the family is required to report the next increase in income/benefits within 10 business days from the date of the change. If the family experiences another increase in income before the next regular reexamination, the family does not have to report that increase until the next regular reexamination. For example, a family has a regular reexamination effective date of June 1, 2011. The family reports a loss of income on October 1, 2011. One of the family members gets a new job on December 2, 2011. The family is required to report the new income within 10 business days from December 2, 2011. In February, another family member has an increase in hours. The family is not required to report that increase until their next regular reexamination in June of 2012.
- Change in contract rent between regular reexaminations; and
- Household Changes: New persons may not be added to the household without HANO’s prior approval (other than the birth of a child, court awarded custody or adoption). Participants must report all changes in household composition within 10 business days of the occurrence involving:
  - Any addition of an adult member; or
  - The loss of an adult member; or
  - The addition of a minor to the household.

15.5.4 Fraud Prevention – Interim Reexamination

After two (2) or more instances of job loss, income reduction or increased medical or childcare expenses within ninety (90) days of a scheduled recertification, the household’s rent is determined using past, rather than prospective income data.

Rent is determined using the past year’s income from EIV, W-2; or using other past income information as available.

HANO may choose not to use prior year’s income information if the household can provide verifiable evidence that the two (2) or more instances of job loss, income reduction or increased medical or childcare expenses within ninety (90) days of a scheduled recertification are reasonable.

15.5.5 Temporary and Sporadic Income

Temporary and sporadic income is excluded from the calculation of annual income. As such, more frequent reexaminations may be required. Households/household members reporting only temporary or sporadic income will be subject to the zero income verification and reexamination requirements. See below. The “Verification of Zero Income” section in the Verification chapter includes specific policy guidance on verification requirements for zero income households.

15.5.6 Zero Income

Zero income households and zero income individuals are required to report monetary and/or non-monetary changes in income or benefits between regular reexamination periods. Once income or benefits are
reported, the household is no longer required to report increases in income/benefits until the next regular reexamination. The “Verification of Zero Income” section in the Verification chapter includes specific policy guidance on this subject. Zero income households/household members are required to report monetary and/or non-monetary changes in income within 10 business days from the date the change occurred.

15.5.7 Earned Income Disallowance

For families receiving the Earned Income Disallowance (EID), HANO will conduct an interim reexamination at the start and conclusion of the second 12-month exclusion period (50 percent phase-in period). HANO will also conduct interim reexaminations for families that qualify for the EID when the EID family’s share of rent will change as a result of the increase. In all other cases, HANO will note the information in the tenant file, but will not conduct an interim reexamination.

15.5.8 Other Interim Reexamination

If at the time of regular reexamination, third party documents were not available and the reexamination was processed without third party verification, HANO will conduct an interim reexamination if upon receipt of third party documents, the difference in income is greater than $2,400 per year.

HANO may conduct an interim reexamination at any time in order to amend a previous reexamination, or to investigate a tenant fraud complaint.

If a family reports a decrease in income from the loss of welfare benefits due to fraud or non-compliance with a welfare agency requirement to participate in an economic self-sufficiency program, the family’s share of the rent will not be reduced.

15.5.9 Changes in Family and Household Composition

All families must report all changes in family and household composition that occur between reexaminations.

HANO will conduct interim reexaminations to account for any changes in household composition that occur between reexaminations. Changes in family or household composition may make it appropriate to downsize the voucher to comply with occupancy standards. Any income and/or deduction changes resulting from the composition change will be considered as well.

Families are required to report to HANO, within 10 business days, any changes in family composition which may occur between regularly scheduled reexaminations.

HANO may approve an addition to the household if:

- The new member is a minor child of a current member of the household;
- The new member is a minor member of the immediate family who is added as a result of birth, adoption or court awarded custody;
- The new member is a person for whom the head of household can prove legal guardianship;
- There is sufficient program funding.

Any request to add/remove a member to the household must be done in writing and must be accompanied by verification to support the requested additions to or deletions from the household.

Families must notify HANO in writing if any family member no longer lives in the unit. HANO must review and if applicable, approve all changes to the family composition.

Families must notify owners and obtain their written permission to add a family member to the lease. The owner is permitted to apply their customary screening criteria, without regard to HANO’s Criminal

CONTINUED OCCUPANCY 15-8
Background Policy, and make the decision to accept or deny the additional member. Documentation of owner approval of changes to family composition must be submitted to HANO in writing. The property owner reserves the right to make any mutually agreed upon changes to the lease.

When family composition changes occur, HANO will conduct an interim reexamination and determine if there are applicable changes in income or deductions associated with the change in family composition.

Requests to accommodate additional household members based on health-related reasons must be verified by a doctor/medical professional and/or social service professional.

15.5.10 New Family Members Not Requiring Approval

The addition of a minor family member as a result of birth, adoption, or court-awarded custody does not require HANO approval. However, the family is required to promptly notify HANO of the addition. The family must inform HANO of the birth, adoption or court-awarded custody of a child within 10 business days of the event.

15.5.11 New Family and Household Members Requiring Approval

With the exception of children who join the family as a result of birth, adoption, or court-awarded custody, a family must request HANO approval to add a new family member or other household member (spouse, child, significant other, live-in aide or foster child).

This includes any person not on the lease who is expected to stay in the unit for more than 30 consecutive days, or 90 cumulative days, within a twelve month period, and therefore no longer qualifies as a “guest.” Requests must be made in writing and approved by HANO prior to the individual moving in the unit.

HANO will not approve the addition of a new family or household member unless the individual meets HANO’s eligibility and screening criteria, including providing a SS number for all applicable household members.

HANO will not approve the addition of a foster child or foster adult if it will result in the need for a larger unit according to HANO occupancy standards.

If HANO determines an individual meets HANO’s eligibility and screening criteria, HANO will provide written approval to the family.

If HANO determines that an individual does not meet HANO’s eligibility and screening criteria, HANO will notify the family in writing of its decision to deny approval of the new family or household member and the reasons for the denial.

15.5.12 Departure of a Family or Household Member

If a household member ceases to reside in the unit, the family must inform HANO within 10 business days. This requirement also applies to a family member who has been considered temporarily absent at the point that the family concludes the individual is permanently absent.

If a live-in aide, foster child, or foster adult ceases to reside in the unit, the family must inform HANO within 10 business days.

If a household member is deceased, the family must inform HANO within 10 business days.

Owners must be informed when family members no longer reside in the unit and owner acknowledgement of the change must be submitted to HANO in writing.

15.5.13 Processing Interim Reexaminations
The head of household and adult members reporting changes will be required to attend an interview for an interim reexamination. Based on the type of change reported, HANO will determine the documentation the family will be required to submit. The family must submit any required information or documents within 10 business days of receiving a request from HANO. This time frame may be extended for good cause with HANO approval. HANO will accept required documentation by mail, by fax, or in person.

15.5.14 Effective Dates for Interim Reexamination Increase in Family Share of Rent

The increase generally will be effective on the first of the month following 30 calendar days’ notice to the family. If a family fails to report a required change within the required time frames, or fails to provide all required information within the required time frames, the increase will be applied retroactively, to the date it would have been effective had the information been provided on a timely basis. The family will be responsible for any overpaid subsidy. For more detail see Section 15.3.9 and 15.3.11.

15.5.15 Decrease in Family Share of Rent

The decrease will be effective on the first day of the month following the month in which the change was reported and all required documentation was submitted. In cases where the change cannot be verified until after the date the change would have become effective, the change will be made retroactively.

15.5.16 Notification of New Family Share and HAP Amount

HCV GB, p. 12-6, 24 CFR 982.555(a)(1)(i)

HANO will notify the owner and family of any changes in the amount of the HAP payment. The notice will include the following information:

- The amount and effective date of the new HAP payment;
- The amount and effective date of the new family share of the rent; and
- The amount and effective date of the new tenant rent to owner.

15.5.17 Notice to Ineligible Families

HANO will give the participant prompt written notice of a decision that the family has been determined to be ineligible for continued program participation. The written notice will contain a statement on the reason for the ineligible decision. The notice will include information related to requesting an informal hearing in the event that the participant does not agree with the determination. Participants will be informed that a request for an informal hearing must be in writing and must be received by HANO within 10 business days of the date of the HANO notification letter.

15.5.18 Discrepancies

During a regular or interim reexamination, HANO may discover that information previously reported by the family was in error, or that the family intentionally misrepresented information. In addition, HANO may discover other errors made. When errors resulting in the overpayment or underpayment of rent are discovered, corrections will be made in accordance with the Program Integrity policies in this Administrative Plan. See the chapter on Program Integrity, Sections 20.7, 20.11, 20.12, and 20.14. -

15.5.19 Absence from the Unit

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

The family must supply any information or certification requested by HANO to verify that the family is living in the unit, or relating to family absence from the unit, including any HANO-requested information or certification on the purposes of family absences. HANO may review on a case-by-case basis, circumstances which dictate a family’s absence from the unit. HANO’s established policies on absence from the unit include the following:

CONTINUED OCCUPANCY 15-10
The family may be absent from the unit for brief periods.

An entire household may not be absent from the unit for a period of more than 90 consecutive days for any reason.

Housing assistance payments terminate if the family is absent for longer than 90 consecutive days. The term of the HAP contract and assisted lease also terminate (the owner must reimburse HANO for any Housing Assistance payments received for the period after the termination).

To verify family occupancy or absence, HANO may request letters to the family at the unit, make phone calls or visits and/or conduct other appropriate inquiries.

The family must remain in compliance with the terms of the HCV Program and their assisted lease during any absence from the unit.

15.5.20 Remaining Members of the Tenant Family

Participant families who separate while being assisted under the tenant-based programs will be assessed on a case-by-case basis to determine which family members remain assisted under the program. HANO policy is as follows:

- The head, co-head or remaining family member of the household who has full legal custody of any minor children will retain the use of the tenant-based voucher.
- A remaining family adult household member may retain use of the tenant-based voucher if that adult is in compliance with all program rules and regulations, meets all other eligibility and continued occupancy requirements and has been part of the household for at least one year, since admission, or since the beginning of the head of household's tenancy (if less than one year from admission).
- In cases where the head and co-head of household have a joint custody arrangement for minor children, the original head of household will retain the use of the tenant-based voucher.
- In cases where the head of household dies or leaves the unit, leaving minor children, the new head of household will be subject to all HANO eligibility and admission requirements.
- In cases where there are two adult co-heads of household with no minor children, the original head of household will retain the use of the tenant-based voucher.
- In cases where a live-in aide is added to a household as a result of a care situation for an elderly or disabled household member, the live-in aide is not considered to be a remaining family member and is not eligible to retain the use of the tenant-based voucher.
- In cases where a non-related adult has been added to the household, the original head of household will retain use of the tenant-based voucher.
- Exceptions to the "remaining family member" requirement will be reviewed by Case Managers on a case-by-case basis.
- If a separation is the result of a divorce or separation under a settlement or judicial decree, HANO will follow any court determination of which family members keep the voucher assistance.
- In order for a minor to continue to receive assistance as a remaining family member, a court has to have awarded emancipated minor status to the minor or HANO has to verify that a legal order has arranged for another adult to be brought into the assisted unit to care for the child(ren) for an indefinite period of time.
• If exceptional circumstances exist concerning the remaining member of a tenant family, a discretionary administrative determination may be made by Case Managers on a case-by-case basis.

15.6 UNIT SIZE DETERMINATIONS

During regularly scheduled and interim reexaminations, the family composition will be evaluated to determine the minimum and maximum unit size appropriate to their needs, using HANO’s occupancy standards. The family may lease an otherwise acceptable unit with fewer bedrooms than the family unit size, however, the unit must meet the applicable HQS space requirements. For more on unit size determinations, see the chapter on Housing Quality Standards.

15.6.1 Overcrowded Units in Violation of HQS Space Standards

If a change in family size causes a violation of HQS space standards, HANO will issue the family a new voucher and the family must try to find an acceptable unit as soon as possible. If an acceptable unit is available for rental by the family, HANO will terminate the HAP contract in accordance with its terms.

15.6.2 Overcrowded Units Not Violating HQS Space Standards

HANO will notify the client when a change in family composition results in a household’s unit size being too small. HANO may grant an exception to its occupancy standards and allow the family to remain in the unit if the unit meets HUD’s HQS space standards and the exception is justified by the age, sex, health, disability, or relationship of family members or other personal circumstances. The client will be required to submit, in writing to HANO, their request to remain in the unit or move to a larger unit.
CHAPTER 16: MOVING WITH CONTINUED ASSISTANCE

16.1 MOVING WITH CONTINUED ASSISTANCE: OVERVIEW

Freedom of choice is a hallmark of the housing choice voucher (HCV) program. Therefore, HUD regulations impose few restrictions on where families may live or move with HCV assistance. In order for a family to move with continued assistance, there are general rules that apply to all moves by a family assisted under HANO’s HCV program, when the family moves to another unit within HANO’s jurisdiction.

16.2 ALLOWABLE MOVES

HUD lists six regulatory conditions which an assisted family is allowed to move to a new unit with continued assistance. Permission to move is subject to the restrictions set forth in this Plan.

- The family has a right to terminate the lease on notice to the owner (for the owner’s breach or otherwise) and has given a notice of termination to the owner in accordance with the lease [24 CFR 982.314(b)(3)]. If the family terminates the lease on notice to the owner, the family must give HANO a copy of the notice at the same time [24 CFR 982.314(d)(1)].

- The lease for the family’s unit has been terminated by mutual agreement of the owner and the family [24 CFR 982.314(b)(1)(ii)], and, in accordance with HANO policies, after the initial lease term. See “Restrictions on Moves,” below. If the family and the owner mutually agree to terminate the lease for the family’s unit, the family must give HANO a copy of the termination agreement.

- The owner has given the family a notice to vacate, has commenced an action to evict the family, or has obtained a court judgment or other process allowing the owner to evict the family [24 CFR 982.314(b)(2)]. The family must give HANO a copy of any owner eviction notice [24 CFR 982.351(g)].

- The family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and the move is needed to protect the health or safety of the family or family member [24 CFR 982.314(b)(4)]. This condition applies even when the family has moved out of its unit in violation of the lease, with or without prior notification to HANO, if the family or family member who is the victim reasonably believed that he or she was imminently threatened by harm from further violence if he or she remained in the unit [24 CFR 982.314(b)(4), 24 CFR 982.353(b)].

If a family requests permission to move with continued assistance based on a claim that the move is necessary to protect the health or safety of a family member who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, HANO will request documentation in accordance with the policies this plan. HANO reserves the right to waive the documentation requirement if it determines that a statement or other corroborating evidence from the family or family member will suffice. In such cases HANO will document the waiver in the family’s file.

- HANO has terminated the assisted lease for the family’s unit for the owner’s breach [24 CFR 982.314(b)(1)(i)].

- HANO determines that the family’s current unit does not meet the HQS space standards because of an increase in family size or a change in family composition. In such cases, HANO must issue the family a new voucher, and the family and HANO must try to find an acceptable unit as soon as possible. If an acceptable unit is available for the family, HANO must terminate the HAP contract for the family’s old unit in accordance with the HAP contract terms and must notify both the family and the owner of the termination. The HAP contract terminates at the end of the calendar month that follows the calendar month in which HANO gives notice to the owner. [24 CFR 982.403(a) and (c)]

16.2.1 Transfers under VAWA

HANO is concerned about the safety of its tenants, and such concern extends to tenants who are victims of
domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA), HANO allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant’s current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation. The ability of HANO to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether HP has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD).

### 16.2.1.1 Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD’s regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

### 16.2.1.2 Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify HANO’s HCVP Director and submit a written request for a transfer. HANO will provide reasonable accommodations to this policy for individuals with disabilities. The tenant’s written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under HANO’s program; OR

2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant’s request for an emergency transfer.

### 16.2.1.3 Confidentiality

HANO will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives HP written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act for more information about HANO’s responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

### 16.2.1.4 Emergency Transfer Timing and Availability

HANO cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. HANO will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred.

HANO may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish...
eligibility for that unit.
If HANO has no safe and available units for which a tenant who needs an emergency is eligible, HANO will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant’s request, HANO will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

16.2.1.5 Safety and Security of Tenants
Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.
Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).
Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network’s National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at https://ohl.rainn.org/online/.
Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime’s Stalking Resource Center at https://www.victimsofcrime.org/our-programs/stalking-resource-center.
A local resource for domestic violence victims is the New Orleans Family Justice Center who can be contacted at their 24 Hr Crisis Hotline (504) 866-9554 or you may contact the LA Statewide Hotline: 1-800-411-1333.
16.3 Restrictions on Moves
24 CFR 982.1(b)(2)

HUD regulations permit HANO to deny a family permission to move under the following conditions:

16.3.1 Insufficient Funding and Moves
24 CFR 982.314(e)(1), PIH Notice 2012-42

HANO will deny a family permission to move on grounds that HANO does not have sufficient funding for continued assistance if (a) the move is initiated by the family, not the owner or HANO; (b) HANO can demonstrate that the move will, in fact, result in higher subsidy costs; and (c) HANO can demonstrate that it does not have sufficient funding in its annual budget to accommodate the higher subsidy costs.

HANO may only deny a request to move to a higher cost unit within its jurisdiction or to higher cost area in accordance with 982.314(e)(1) if HANO would be unable to avoid terminations of housing choice voucher assistance for current participants during the calendar year in order to remain within its budgetary allocation (including any available HAP reserves) for housing assistance payments. HANO will provide written notification to the local HUD Office when they determine it is necessary to deny moves to a higher cost unit or to a higher cost area based on insufficient funding. The notification to HUD will be in accord with the requirements of PIH Notice 2012-42.

For moves within its jurisdiction, a “higher cost unit” is defined as a unit in which HANO would have to pay a higher subsidy amount due to an increase in the gross rent for the unit.

A “lower cost area” is defined as an area where the subsidy amount is equal to or lesser than the current subsidy paid because of lower payment standards or less generous subsidy standards (e.g. the receiving PHA issues a 2-bedroom voucher to a family that received a 3-bedroom voucher from the initial PHA).

HANO may not deny a requested move due to insufficient funding under 982.314(e)(1) simply because the family wishes to move to a higher cost unit within its jurisdiction or to a higher cost area. HANO may not deny requests to move due to insufficient funding, including portability moves, if the subsidy for the new unit is equal to or less than the current subsidy being paid for the family or if the area the family has selected is a lower cost area. Vouchers that have been issued to those on the waiting list cannot be considered an expense for purposes of determining whether to deny a move due to insufficient funding until such time that HAP contracts are executed and HANO is legally obligated to make HAP payments.

HANO will create a list of families whose moves have been denied due to insufficient funding. A move request which has been denied due to insufficient funding will be deemed active for a period of 12 months from the date of the denial due to insufficient funding. HANO will use the same procedures for notifying families with open requests to move when funds become available as it uses for notifying families on the waiting list. The PHA will inform the family of its policy regarding moves denied due to insufficient funding in a letter to the family at the time the move is denied.

If HANO approves a family’s request to move and then subsequently experiences a funding shortfall, HANO may only retract the voucher if the family would be allowed to remain in their current unit. If the family cannot remain in the unit, (e.g. family has already vacated the unit or family has already notified the owner of their intent to vacate and the owner has re-let the unit to another family) HANO must not retract the voucher. This requirement applies to moves both within the PHA’s jurisdiction and to portability moves.

HANO will not issue vouchers or admit families from their waiting list while the limitations on moves to a higher cost unit or to a higher cost area are in place.

16.3.2 Grounds for Denial or Termination of Assistance Related to Moves
24 CFR 982.353(b)

If HANO has grounds for denying or terminating a family’s assistance, HANO will act on those grounds in accordance with the regulations and policies set forth in this plan. In general, it will not deny a family permission to move for this reason; however, it retains the discretion to do so under special circumstances.
16.3.3 Restrictions on Elective Moves
24 CFR 982.314(c)

HANO will deny a family permission to make an elective move during the family’s initial lease term. This policy applies to moves within HANO's jurisdiction or outside it under portability.

HANO will also deny a family permission to make more than one elective move during any 12-month period. This policy applies to all assisted families residing in HANO’s jurisdiction. However, such prohibition, does not apply when the family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and the move is needed to protect the health or safety of the family or family member.

As part of the move process, HANO will require existing owners to complete the Notice of Good Standing Form. If the owner does not respond within the allotted time frame, HANO will continue processing the move. HANO will not approve a request to move if the tenant is not in good standing. Good standing means that:

- There is no outstanding balance for rent or damages to the unit;
- The tenant is current on any existing repayment agreement;
- There are no damages to the unit beyond normal wear and tear; and
- The tenant has not violated any provisions of the lease within the twelve months prior to the request to move.

HANO will consider exceptions to these policies for the following reasons:

- to protect the health or safety of a family member (e.g., lead-based paint hazards, domestic violence, witness protection programs),
- to accommodate a change in family circumstances (e.g., new employment, school attendance in a distant area), or
- to address an emergency situation over which a family has no control.

In addition, HANO will allow exceptions to these policies for purposes of reasonable accommodation of a family member who is a person with disabilities.

16.4 MOVING PROCESS

16.4.1 Notification
24 CFR 982.314(d)(2), Notice PIH 2011-3

If a family wishes to move to a new unit, the family must notify HANO and the owner before moving out of the old unit or terminating the lease on notice to the owner. If the family wishes to move to a unit outside HANO’s jurisdiction under portability, the notice to HANO must specify the area where the family wishes to move. The notices must be in writing.

16.4.2 Approval

Upon receipt of a family's notification that it wishes to move, HANO will determine whether the move is approvable in accordance with applicable regulations and policies.

16.4.3 Reexamination of Family Income and Composition
For families approved to move to a new unit within HANO’s jurisdiction, HANO will perform a new annual reexamination in accordance with the policies set forth in this plan. The new reexamination date will align with the new lease term.

16.4.4 Voucher Issuance and Briefing

For families approved to move to a new unit within HANO's jurisdiction, HANO will issue a new voucher within 10 business days of HANO’s written approval to move. No briefing is required for these families. HANO will follow applicable policies on voucher term, extension, and expiration. If a family does not locate a new unit within the term of the voucher and any extensions, the family may remain in its current unit with continued voucher assistance if the owner agrees and HANO approves. Otherwise, the family will lose its assistance. See Section 7.3.1 for voucher term and Section 7.3.2 for extension rules.

16.4.5 Housing Assistance Payments and Moves
24 CFR 982.311(d)

When a family moves out of an assisted unit, HANO may not make any housing assistance payment to the owner for any month after the month the family moves out. The owner may keep the housing assistance payment for the month when the family moves out of the unit.

If a participant family moves from an assisted unit with continued tenant-based assistance, the term of the assisted lease for the new assisted unit may begin during the month the family moves out of the first assisted unit. Overlap of the last housing assistance payment (for the month when the family moves out of the old unit) and the first assistance payment for the new unit, is not considered to constitute a duplicative housing subsidy.
CHAPTER 17: PORTABILITY

17.1 PORTABILITY OVERVIEW

Within the limitations of applicable requirements, a participant family or an applicant family that has been issued a voucher has the right to use tenant-based voucher assistance to lease a unit anywhere in the United States, providing that the unit is located within the jurisdiction of a housing authority (HA) administering a tenant-based voucher program.

The process by which a family obtains a voucher from one housing authority and uses it to lease a unit in the jurisdiction of another housing authority is known as portability. The first housing authority is called the “initial HA.” The second is called the “receiving HA.”

The receiving housing authority has the option of administering the family’s voucher for the initial housing authority or absorbing the family into its own program. Under the first option, the receiving housing authority bills the initial housing authority for the family’s housing assistance payments and the fees for administering the family’s voucher. Under the second option, the receiving housing authority pays for the family’s assistance out of its own program funds, and the initial housing authority has no further relationship with the family.

17.2 MOVES UNDER PORTABILITY
24 CFR 982.353(b), 24 CFR 982.355(b)

A family may move with voucher assistance only to an area where there is at least one housing authority administering a voucher program. If there is more than one housing authority in the area, the initial housing authority may choose the receiving HA.

Applicant families that have been issued vouchers as well as participant families may qualify to lease a unit outside HANO’s jurisdiction under portability. The initial housing authority, in accordance with the initial housing authority’s policy, determines whether a family qualifies.

Project-based assistance is not portable as the assistance is attached to the unit.

17.3 APPLICANT FAMILIES

A family that has not leased a unit under the HCV program is eligible for portability if the head of household or spouse was a resident in HANO’s jurisdiction at the time the application for assistance was submitted. If neither the head of household nor the spouse/co-head of an applicant family had a domicile (legal residence) in HANO’s jurisdiction at the time the family’s application for assistance was submitted, the family must live in HANO’s jurisdiction with voucher assistance for the initial lease term before requesting portability. HANO will consider exceptions to this policy for purposes of reasonable accommodation or reasons related to domestic violence, dating violence, sexual assault, or stalking. However, any exception to this policy is subject to the approval of the receiving PHA.

HANO may deny a portability move by an applicant family for insufficient funding and if grounds for denial of assistance are present. See policies in the Moves chapter on Insufficient Funding.

17.4 PARTICIPANT FAMILIES
24 CFR 982.353(b)
HANO will not provide portable assistance for a participant if a family has moved out of its assisted unit in violation of the lease.

A family, however, is exempt from this prohibition if the family is otherwise in compliance with program obligations, but has moved to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the unit. (VAWA Act of 2009.)

17.5 Determining Income Eligibility
24 CFR 982.353(d), 24 CFR 982.355(c)(1). Notice PIH 2012-42

An applicant family may lease a unit in a particular area under portability only if the family is income-eligible for admission to the voucher program in that area. The family must specify the area to which the family wishes to move.

The initial housing authority is responsible for determining whether the family is income eligible in the area to which the family wishes to move. If the applicant family is not income eligible in that area, the initial housing authority must inform the family that it may not move there and receive voucher assistance.

The income eligibility of a participant family is not re-detemined if the family moves to a new jurisdiction under portability.

17.6 Port-Outs: HANO as Initial Housing Authority (HA)

17.6.1 Reexamination of Family Income and Composition

A new reexamination of family income and composition is not required for a participant family who is approved to move out of its jurisdiction under portability. However, for a participant family approved to move out of its jurisdiction under portability, HANO generally will conduct a reexamination of family income and composition if the family’s regular reexamination is due to be completed within the next 120 calendar days.

17.6.2 Briefing

HANO will provide the name, address, and phone of the contact for the housing authority in the jurisdiction to which they wish to move. HANO will advise the family that they will be under the receiving housing authority’s policies and procedures, including subsidy standards and voucher extension policies.

17.6.3 Voucher Issuance and Term
24 CFR 982.353(b)

An applicant family has no right to portability until after the family has been issued a voucher. In issuing vouchers to applicant families, HANO will follow the policies set forth in this plan.

For families approved to move under portability, HANO will issue a new voucher.

The initial term of the voucher will be 120 calendar days.

17.6.4 Voucher Extensions and Expiration

HANO will not approve extensions to a voucher issued to an applicant or participant family porting out of HANO’s jurisdiction except under the following circumstances:

- The initial term of the voucher will expire before the portable family will be issued a voucher by the receiving HA;
- The family decides to return to HANO’s jurisdiction and search for a unit; or
The family decides to search for a unit in a third housing authority’s jurisdiction.

To receive or continue receiving assistance under HANO’s voucher program, a family that moves to another HANO’s PHA’s jurisdiction under portability must be under HAP contract in the receiving housing authority’s jurisdiction within 60 calendar days following the expiration date of the initial housing authority’s voucher term.

17.6.5 Preapproval Contact with the Receiving PHA
Prior to approving a family’s request to move under portability, the initial PHA must contact the receiving PHA via e-mail or other confirmed delivery method to determine whether the receiving PHA will administer or absorb the family’s voucher. Based on the receiving PHA’s response, the initial PHA must determine whether it will approve or deny the move [Notice PIH 2012-42.]

17.6.6 Initial Notification to the Receiving HA
24 CFR 982.355(c)(2), Notice PIH 2012-42

After approving a family’s request to move under portability, HANO will notify the receiving housing authority to expect the family. HANO will also advise the family how to contact and request assistance from the receiving HA.

Because the portability process is time-sensitive, HANO will notify the receiving housing authority to expect the family.

17.6.7 Sending Documentation to the Receiving HA
HCV GB, p. 13-3, PIH Notice 2012-42

HANO will send the receiving housing authority the following documents:

- Form HUD-52665, Family Portability Information, with Part I filled out;
- A copy of the family’s voucher;
- A copy of the family’s most recent form HUD-50058, Family Report, or, if necessary in the case of an applicant family, family and income information in a format similar to that of form HUD-50058; and
- A copy of the most recent EIV report (if available).

In addition to these documents, HANO will provide the following information, if available, to the receiving HA:

- Social security numbers (SSNs)
- Documentation of SSNs for all nonexempt household members whose SSNs have not been verified through the EIV system
- Documentation of legal identity
- Documentation of citizenship or eligible immigration status
- Documentation of participation in the earned income disallowance (EID) benefit
- Documentation of participation in a family self-sufficiency (FSS) program

17.6.8 Initial Billing Deadline
Notice PIH 2012-42

If HANO has not received an initial billing notice from the receiving housing authority by the deadline specified on form HUD-52665, it will contact the receiving housing authority by phone, fax, or e-mail.
receiving housing authority reports that the family is not yet under HAP contract, HANO will inform the receiving housing authority whether it will honor a late billing submission.

HANO will allow an exception to this policy if the family includes a person with disabilities and the late billing is a result of a reasonable accommodation granted to the family by the receiving HA.

17.6.9 Monthly Billing Payments
24 CFR 982.355(e), Notice PIH 2012-42

If the receiving housing authority is administering the family’s voucher, HANO will make billing payments in a timely manner. The first billing amount is due within 30 calendar days after HANO receives Part II of form HUD-52665 from the receiving HA. Subsequent payments must be received by the receiving housing authority no later than the fifth business day of each month.

The receiving housing authority is required to notify HANO, using form HUD-52665, of any change in the billing amount for the family as a result of:

- A change in the HAP amount (because of a reexamination, a change in the applicable payment standard, a move to another unit, etc.);
- An abatement or subsequent resumption of the HAP payments;
- Termination of the HAP contract;
- Payment of a damage/vacancy loss claim for the family; or
- Termination of the family from the program

The timing of the notice of the change in the billing amount should correspond with the notification to the owner and the family in order to provide HANO with advance notice of the change. Under no circumstances should the notification be later than 10 business days following the effective date of the change in the billing amount.

17.6.10 Annual Updates of Form HUD-50058

If the initial HA is being billed on behalf of a portable family, it should receive an updated form HUD-50058 each year from the receiving HA. If the initial HA fails to receive an updated 50058 by the family’s annual reexamination date, the initial HA should contact the receiving HA to verify the status of the family.

17.6.11 Denial or Termination of Assistance
24 CFR 982.355(c)(9)

If HANO has grounds for denying or terminating assistance for a portable family that has not been absorbed by the receiving HA, HANO may act on those grounds at any time.

17.7 PORT-INS: HANO AS RECEIVING HA
24 CFR 982.355

17.7.1 Receiving Housing Authority Role

HANO’s procedures and preferences for selection among eligible applicants do not apply, and HANO’s wait list is not used. However, the family’s unit, or voucher, size is determined in accordance with the subsidy standards of HANO, and the amount of the family’s housing assistance payment is determined in the same manner as for other families in the receiving housing authority’s voucher program.

17.7.2 Responding to Initial PHA’s Request
PIH Notice 2012-42
The receiving PHA must respond via e-mail or other confirmed delivery method to the initial PHA’s inquiry to determine whether the family’s voucher will be billed or absorbed. If the receiving PHA informs the initial PHA that it will be absorbing the voucher, the receiving PHA cannot reverse its decision at a later date.

17.7.3 Initial Contact with Family
24 CFR 982.355(c)

When a family moves into HANO’s jurisdiction under portability, the family is responsible for promptly contacting HANO and complying with HANO’s procedures for incoming portable families.

If the voucher issued to the family by the initial housing authority has expired, HANO will not process the family’s paperwork, but will instead refer the family back to the initial HA.

Although HANO may initially bill the initial housing authority for the family’s assistance, it may later decide to absorb the family into its own program.

If for any reason the receiving HA refuses to process or provide assistance to a family under the portability procedures, the family must be given the opportunity for an informal review or hearing [Notice PIH 2008-43].

17.7.4 Briefing

HANO will inform the family about HANO’s payment and subsidy standards, procedures for requesting approval of a unit, the unit inspection process, and the leasing process.

17.7.5 Income Eligibility and Reexamination
24 CFR 982.355(c)(m) PIH Notice 2012-42

For any family moving into its jurisdiction under portability, HANO will conduct a new reexamination of family income and composition. HANO will not delay issuing the family a voucher for this reason, nor will HANO delay approving a unit for the family until the reexamination process is complete unless the family is an applicant and HANO cannot otherwise confirm that the family is income eligible for admission to the program in the area where the unit is located.

In conducting its own reexamination, HANO will rely upon any verifications provided by the initial housing authority to the extent that they (a) accurately reflect the family’s current circumstances and (b) were obtained within the last 120 calendar days. Any new information may be verified by documents provided by the family and adjusted, if necessary, when third party verification is received.

Port-in families are reexamined on an annual basis.

17.7.6 Voucher Issuance
24 CFR 982.355(b)(6)

When a family ports in to HANO’s jurisdiction, HANO will issue the family a voucher based on the paperwork provided by the initial housing authority unless the family’s paperwork from the initial housing authority is incomplete, the family’s voucher from the initial housing authority has expired or the family does not comply with HANO’s procedures. HANO will update the family’s information when verification has been completed.

17.7.7 Voucher Term
24 CFR 982.355(c)(6)

HANO’s voucher will expire on the same date as the initial housing authority’s voucher.

17.7.8 Voucher Extensions
24 CFR 982.355(c)(6), Notice PIH 2012-42
HANO may provide additional search time to the family beyond the expiration date of the initial housing authority’s voucher; however, if it does so, it will inform the initial housing authority of the extension. Unless willing and able to absorb the family, HANO will try to ensure that any voucher expiration date would leave sufficient time to process a request for tenancy approval, execute a HAP contract, and deliver the initial billing to the initial HA.

17.7.9 Notifying the Initial HA
24 CFR 982.355

HANO will notify the initial housing authority if the family has leased an eligible unit under the program or if the family fails to submit a request for tenancy approval for an eligible unit within the term of HANO’s voucher. HANO will use Part II of form HUD-52665, Family Portability Information, for this purpose.

If an incoming portable family ultimately decides not to lease in HANO’s jurisdiction, but instead wishes to return to the initial housing authority’s jurisdiction or to search in another jurisdiction, HANO will refer the family back to the initial HA. In such a case the voucher of record for the family is once again the voucher originally issued by the initial HA. Any extension of search time provided by HANO’s voucher is only valid for the family’s search in HANO’s jurisdiction.

17.8 ADMINISTERING A PORTABLE FAMILY’S VOUCHER

17.8.1 Initial Billing Deadline

If a portable family’s search for a unit is successful and HANO intends to administer the family’s voucher, HANO must submit its initial billing notice (Part II of form HUD-52665) (a) no later than 10 business days following the date it executes a HAP contract on behalf of the family and (b) in time that the notice will be received no later than 60 calendar days following the expiration date of the family’s voucher issued by the initial HA.

A copy of the family’s form HUD-50058, Family Report, completed by HANO must be attached to the initial billing notice. HANO may send these documents either by mail, fax, or e-mail.

17.8.2 Billing Procedures

- HANO will bill the initial housing authority once a month for Housing Assistance Payments.
- The billing cycle for other amounts, including administrative fees and special claims will be once a month.
- HANO will bill 100% of the Housing Assistance Payment, 100% of special claims and 80% of the administrative fee (at the initial housing authority’s rate) for each “Portability” voucher leased as of the first day of the month.
- HANO will notify the initial housing authority of changes in subsidy amounts and will expect the initial housing authority to notify HANO of changes in the administrative fee amount to be billed within 10 business days of any change in the monthly payment.
- HANO will update Administrative Fees on an annual basis for portability billing.
- Additionally, as provided by HUD, HANO will prorate Administrative Fees in accordance with any HUD prorations.

17.8.3 Change in Billing Amount

HANO is required to notify the initial HA, using form HUD-52665, of any change in the billing amount for the family as a result of:
• A change in the HAP amount (because of a reexamination, a change in the applicable payment standard, a move to another unit, etc.)
• An abatement or subsequent resumption of the HAP payments
• Termination of the HAP contract
• Payment of a damage/vacancy loss claim for the family
• Termination of the family from the program

The timing of the notice of the change in the billing amount should correspond with the notification to the owner and the family in order to provide the initial housing authority with advance notice of the change. If HANO fails to send Form HUD-52665 within 10 business days of effective date of billing changes, the initial housing authority is not responsible for any increase prior to notification.

17.8.4 Late Payments
Notice PIH 2012-42

If the initial HA fails to make a monthly payment for a portable family by the fifth business day of the month, HANO must promptly notify the initial housing authority in writing of the deficiency. The notice must identify the family, the amount of the billing payment, the date the billing payment was due, and the date the billing payment was received (if it arrived late).

HANO must send a copy of the notification to the Office of Public Housing (OPH) in the area HUD office. If the initial housing authority fails to correct the problem by the second month following the notification, HANO may request by memorandum to the director of the OPH with jurisdiction over HANO that HUD transfer the unit in question.

A copy of the initial notification and any subsequent correspondence between the housing authorities on the matter must be attached. HANO must send a copy of the memorandum to the initial HA. If the OPH decides to grant the transfer, the billing arrangement on behalf of the family ceases with the transfer, but the initial housing authority is still responsible for any outstanding payments due to HANO.

17.8.5 Overpayments
Notice PIH 2008-43

In all cases wherein HANO has received billing payments for billing arrangements no longer in effect, HANO is responsible for returning the full amount of any overpayment (including the portion provided for administrative fees) to the initial HA.

In the event that HUD determines billing payments have continued for at least three months because HANO failed to notify the initial housing authority that the billing arrangement was terminated, HANO must return the full amount of the overpayment, including the portion provided for administrative fees, to the initial HA.

Once full payment has been returned, HANO will notify the Office of Public Housing in the HUD area office with jurisdiction over HANO of the date and the amount of reimbursement to the initial HA.

17.8.6 Denial or Termination of Assistance
24 CFR 982.355(c)

At any time, HANO may make a determination to deny or terminate assistance to a portable family for family action or inaction.

If HANO elects to deny or terminate assistance for a portable family, HANO will notify the initial housing authority after the informal review or hearing if the denial or termination is upheld. HANO will base its denial or termination decision on the policies set forth in this plan.
17.8.7 Absorbing a Portable Family
24 CFR 982.355(d)(1), Notice PIH 2012-42

HANO may absorb an incoming portable family into its own program when HANO executes a HAP contract on behalf of the family or at any time thereafter providing that (a) HANO has funding available under its annual contributions contract (ACC) and (b) absorbing the family will not result in over-leasing.

If HANO decides to absorb a portable family upon the execution of a HAP contract on behalf of the family, HANO will notify the initial HA. The effective date of the HAP contract will be the effective date of the absorption.

If HANO decides to absorb a family after that time period, it will provide the initial housing authority with 30 calendar days advance notice.

17.9 SUBSEQUENT FAMILY MOVES
Notice PIH 2011 – 3 (HA)

17.9.1 Outside HANO’s Jurisdiction

If HANO is assisting a portable family under a billing arrangement and the family subsequently decides to move out of the jurisdiction or back to HANO’s jurisdiction, the voucher originally issued by HANO is considered the voucher of record for the family, and HANO will send form HUD-52665 and supporting documentation to the new receiving HA.

Any extensions of the initial voucher from HANO, necessary to allow the family additional search-time to return to HANO’s jurisdiction or to move to another jurisdiction would be at the discretion of HANO.
CHAPTER 18: INFORMAL REVIEWS AND HEARINGS

18.1 DECISIONS SUBJECT TO INFORMAL REVIEW
24 CFR 982.554(a), 24 CFR 982.552(a)(2), 24 CFR 982.554(c):

HANO will give an applicant the opportunity for an informal review of a decision denying assistance. Denial of assistance may include any or all of the following:

- Denying listing on HANO wait list
- Refusing to enter into a HAP contract or approve a lease
- Refusing to process or provide assistance under portability procedures
- Denial of assistance based on an unfavorable history that may be the result of domestic violence, dating violence, sexual assault or stalking
- Denial of a reasonable accommodation

Informal reviews are not required for the following reasons:

- Discretionary administrative determinations by HANO
- General policy issues or class grievances
- A determination of the family unit size in accordance with HANO subsidy standards
- A determination not to approve an extension or suspension of a voucher term
- A HANO determination not to grant approval of the tenancy
- A HANO determination that the unit is not in compliance with the HQS
- A HANO determination that the unit is not in accordance with the HQS due to family size or composition

18.2 NOTICE TO THE APPLICANT
24 CFR 982.554(a)

HANO will give an applicant prompt notice of a decision denying assistance and will describe how to request an informal review.

18.2.1 Scheduling an Informal Review

A request for an informal review must be made in writing and delivered to HANO either in person or by first class mail, by the close of the business day, no later than 10 business days from the date of HANO’s denial of assistance.

HANO will schedule the review within 30 days from the date of the request and send the family written notice of the date and time.

Informal Review Procedures
24 CFR 982.554(b)
In accordance with HANO procedures, the informal review will be conducted by a Hearing Officer who is a person other than the one who made or approved the decision under review, or a subordinate of this person.

Upon receipt of the written request for a review, the complainant will be notified, in writing, of the date, time and location of the review.

18.3 INFORMAL REVIEW DECISION
24 CFR 982.554(b)

HANO will promptly notify the applicant of the final decision, including a statement explaining the reason(s) for the decision.

If the decision to deny is overturned as a result of the informal review, processing for admission will resume.

If the family fails to appear for their informal review, the denial of admission will stand and the family will be so notified.

18.4 INFORMAL HEARINGS FOR PARTICIPANTS

HANO offers an informal hearing for certain HANO determinations relating to the individual circumstances of a participant family. A "participant" is defined as a family that has been admitted to HANO's HCV program and is currently assisted in the program. The purpose of the informal hearing is to consider whether HANO's decisions related to the family's circumstances are in accordance with applicable requirements. For terminations, HANO will have the burden of proof to provide evidence to support the intended action. For tenant initiated hearings, the tenant will have the burden of proof to provide evidence to support their disputed actions.

HANO will not terminate a family's assistance until the time allowed for the family to request an informal hearing has elapsed, and any requested hearing has been completed.

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; and
- Refusing to process or provide assistance under portability procedures.

Circumstances for which HANO will give a family an opportunity for an informal hearing are as follows:

- A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment;
- A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the HANO utility allowance schedule;
- A determination of the family unit size under HANO's subsidy standards;
- A determination that a certificate program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under HANO's subsidy standards, or HANO determination to deny the family’s request for exception from the standards;
- A determination to terminate assistance for a participant family because of the family's actions or failure to act;
A determination to terminate assistance because the participant has been absent from the assisted unit for longer than the maximum period permitted under HANO policy and HUD rules;

A determination to terminate a family’s Family Self Sufficiency contract, withhold supportive services, or propose forfeiture of the family’s escrow account;

A determination to deny admission based on an unfavorable history that may be the result of domestic violence, dating violence, sexual assault, or stalking; and

Denial of a reasonable accommodation request.

HANO will not grant an informal hearing for the following:

- Discretionary administrative determinations by HANO;
- General policy issues or class grievances;
- Establishment of the HANO schedule of utility allowances for families in the program;
- A HANO determination not to approve an extension or suspension of a Voucher term;
- A HANO determination not to approve a unit or tenancy;
- A HANO determination that a unit selected by the applicant is not in compliance with the HQS;
- A HANO determination that the unit is not in accordance with HQS because of family size or composition;
- A determination by HANO to exercise or not to exercise any right or remedy against an owner under a HAP contract; and
- Restrictions on assistance for non-citizens. Provisions for the denial of assistance on the basis of ineligible immigration status are contained at 24 CFR Part 5, subpart E.

18.5 INFORMAL HEARING OFFICER
24 CFR 982.555(e)(4)

Informal hearings will be conducted by a person or persons approved by HANO, other than the person who made or approved the decision or a subordinate of the person who made or approved the decision.

18.6 INFORMAL HEARING PROCEDURES

18.6.1 Notice to the Family
24 CFR 982.555(c)

In cases where HANO makes a decision for which informal hearings are offered, a notice will be sent to the family and copied to the owner, and will include, but not be limited to, the following:

- HANO’s proposed action or decision;
- A brief statement of the reasons for the decision;
- The date the proposed action will take place;
A statement that if the family does not agree with the decision the family may request an informal hearing of the decision;

A deadline for the family to request the informal hearing; and

To whom the hearing request should be addressed.

18.6.2 Scheduling an Informal Hearing
24 CFR 982.555(d)

A participant must submit a written request for an informal hearing to HANO within 10 business days from the date of HANO’s letter of determination.

Upon receipt of the written request for a hearing, HANO will promptly notify the complainant of the hearing date. The informal hearing will be held before a Hearing Officer. A copy of the procedures governing the hearing will be included with the written notification.

If the participant does not request a hearing in accordance with HANO’s procedures, HANO’s determination will become final.

The family may request to reschedule a hearing for good cause, or if it is needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family. Requests to reschedule a hearing must be made orally or in writing prior to the hearing date. At its discretion, HANO may request documentation of the “good cause” prior to rescheduling the hearing.

If the family does not appear at the scheduled time, and was unable to reschedule the hearing in advance due to the nature of the conflict, the family must contact HANO. HANO will reschedule the hearing only if the family can show good cause for the failure to appear, or if it is needed as a reasonable accommodation for a person with disabilities.

18.6.3 Attendance at the Informal Hearing

Hearings may be attended by a Hearing Officer and the following applicable persons:

- A HANO representative(s) and any witnesses for HANO;
- The participant and any witnesses for the participant;
- The participant’s counsel or other representative; and
- Any other person approved by HANO as a reasonable accommodation for a disability.

18.6.4 Hearing Officer’s Decision

The hearing report will include a statement of whether HANO’s decision is upheld or overturned. If it is overturned, the hearing officer will instruct HANO to change the decision in accordance with the hearing officer’s determination. In the case of termination of assistance, the hearing officer will instruct HANO to restore the participant’s program status if HANO’s decision is overturned.

18.6.5 Reconvening of a Hearing

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. If the family misses an appointment or deadline ordered by the Hearing Officer, the action of HANO will take effect and another hearing will not be granted.

18.6.6 Notice of Final Decision
24 CFR 982.555(f)
HANO will promptly mail a “Notice of Final Decision” including the Hearing Officer’s report, to the participant and their representative. This Notice will be sent by first-class mail. The participant will be mailed the original “Notice of Final Decision.” A copy of the “Notice of Final Decision” will be maintained in HANO’s file.

18.7 Hearing and Appeal Provisions for Non-Citizens
24 CFR 5.514

Denial or termination of assistance based on immigration status is subject to special hearing and notice rules. Applicants who are denied assistance due to immigration status are entitled to an informal hearing, not an informal review.

Assistance to a family will not be delayed, denied, or terminated on the basis of immigration status at any time prior to a decision under the United States Citizenship and Immigration Services (USCIS) appeal process. Assistance to a family will not be terminated or denied while a HANO hearing is pending, but assistance to an applicant may be delayed pending the completion of the informal hearing.

A decision against a family member, issued in accordance with the USCIS appeal process or HANO informal hearing process, does not preclude the family from exercising the right, that may otherwise be available, to seek redress directly through judicial procedures.

18.7.1 Notice of Denial or Termination of Assistance for Non-Citizens
24 CFR 5.514(d)

The notice of denial or termination of assistance for non-citizens will inform the family of the following:

- That financial assistance will be denied or terminated, and provide a brief explanation of the reasons for the proposed denial or termination of assistance;
- The family may be eligible for proration of assistance;
- In the case of a participant, the criteria and procedures for obtaining relief under the provisions for preservation of families;
- That the family has a right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or explanation in support of the appeal; and
- That the family has a right to request an informal hearing with HANO either upon completion of the USCIS appeal or in lieu of the USCIS appeal.

18.7.2 USCIS Appeal Process
24 CFR 5.514(e)

When HANO receives notification that the USCIS secondary verification failed to confirm eligible immigration status, HANO will notify the family of the results of the USCIS verification. The family will have 30 calendar days from the date of the notification to request an appeal of the USCIS results. The request for appeal must be made by the family in writing directly to the USCIS. The family must provide HANO with a copy of the written request for appeal and the proof of mailing.

HANO will promptly notify the family of the results of the USCIS secondary verification.

18.7.3 Informal Hearing Procedures for Applicants - Citizenship
24 CFR 5.514(f)

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, the family may request that HANO provide a hearing. The request for a hearing must be made either within 30 calendar
days of receipt of HANO’s notice of denial, or within 30 calendar days of receipt of the USCIS appeal decision.

18.7.4 Evidence
The family will be provided the opportunity to present evidence and arguments in support of eligible status. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

18.7.5 Hearing Decision
HANO will promptly provide the family with a written final decision, which will state the basis for the final decision.

18.7.6 Informal Hearing Procedures for Residents - Citizenship
24 CFR 5.514(f)
After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, the family may request that HANO provide a hearing. The request for a hearing must be made either within 30 calendar days of receipt of the HANO notice of termination, or within 30 calendar days of receipt of the USCIS appeal decision.

18.7.7 Retention of Documents
24 CFR 5.514(h)
HANO will retain for a minimum of 5 years documents that may have been submitted to HANO by the family, or provided to HANO as part of the USCIS appeal or the HANO informal hearing process:

- The application for assistance;
- The form completed by the family for income recertification;
- Photocopies of any original documents, including original USCIS documents;
- The signed verification consent form;
- The USCIS verification results;
- The request for a USCIS appeal;
- The final USCIS determination;
- The request for an informal hearing; and
- The final informal hearing decision.
CHAPTER 19: TERMINATION OF ASSISTANCE AND TENANCY

19.119.2 OVERVIEW

This chapter presents the policies that govern voluntary and involuntary terminations of assistance, and termination of tenancy by the owner.

19.219.3 GROUNDS FOR TERMINATION OF ASSISTANCE

19.2.119.3.1 Family No Longer Requires Assistance

Termination of Assistance Due to Zero HAP

24 CFR 982.455

As a family’s income increases, the amount of HANO subsidy goes down. If the amount of HCV assistance provided by HANO drops to zero and remains at zero for 180 consecutive calendar days the family’s assistance terminates automatically.

If a participating family receiving zero assistance experiences a change in circumstances that would cause the HAP payment to rise above zero, the family must notify HANO of the changed circumstances and request an interim reexamination before the expiration of the 180-day period.

19.2.119.3.2 Family Chooses to Terminate Assistance

If a family seeks to terminate assistance, the request can be made at any time. The request to terminate assistance should be made in writing and signed by the head of household or co-head (see policies on remaining household members).

19.3 Termination Due to Permanent Absence from Unit

24 CFR 982.312, 24 CFR 983.256(g)

HANO must terminate the family’s assistance whenever a family has been absent from a unit greater than 90 days. Under no circumstances or any reason must the family be absent for a period of more than 180 consecutive calendar days. The HAP will terminate when the family is permanently absent. The HAP will not terminate when a family is permanently absent from a PBV unit.

19.2.119.3.4 Termination Due to Eviction

24 CFR 982.552(b)(2); 24 CFR 5.2005(c)(1)

HANO will terminate assistance whenever a family is evicted from a unit assisted under the HCV program for a serious or repeated violation of the lease. In the case of victims or threatened victims of violence or stalking, incidents of actual or threatened domestic violence, dating violence, sexual abuse, or stalking may not be construed as serious or repeated violations of the lease by the victim/threatened victim.

A family will be considered evicted if the family moves after a legal eviction order has been issued, whether or not physical enforcement of the order was necessary. If HANO moves after the owner has given the family an eviction notice but before a legal eviction order has been issued, HANO will determine whether the family has committed serious or repeated violations of the lease based on available evidence and may terminate assistance. Upon consideration of circumstances and factors, HANO may, on a case-by-case basis, choose not to terminate assistance. As an alternative to termination, HANO may require that the household member responsible for the lease violation no longer resides in the unit.

Serious and repeated lease violations will include, but not be limited to:

- Nonpayment of rent
- Disturbance of neighbors
- Destruction of property
• Living or housekeeping habits that cause damage to the unit or premises and
• Criminal activity.
Generally, the criterion to be used will be whether or not the reason for the eviction was the fault of the tenant and/or guests.

19.2.419.3.5 Termination Due to Sex Related Offenses

HUD regulations at 24 CFR § 5.856 and § 982.553(a)(2) prohibit admission after June 25, 2001, if any member of a household is subject to a State lifetime sex offender registration requirement. This regulation reflects a statutory prohibition. A household receiving assistance -with such a member is receiving assistance in violation of federal law.

If HANO discovers that a household member was erroneously admitted (the household member was subject to a lifetime registration requirement at admission and was admitted after June 25, 2001), HANO will immediately pursue termination of assistance for the household member. Regulations for hearings for the HCV program at 24 CFR § 982.555 continue to apply. If HANO erroneously admitted a lifetime sex offender, HANO will give the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, HANO will terminate assistance for the household.

For admissions before June 25, 2001, there is currently no HUD statutory or regulatory basis to evict or terminate the assistance of the household solely on the basis of a household member's sex offender registration status.

Anyone who is convicted of a Sex Offense as characterized by the State of Louisiana will be terminated from the program.

19.2.519.3.6 Termination Due to Failure to Provide Consent
24 CFR 982.552(b)(3)

HANO will terminate assistance if any family member fails to sign and submit any consent form they are required to sign for a recertification.

19.2.619.3.7 Termination Due to Failure to Document Citizenship
24 CFR 982.552(b)(4), 24 CFR 5.514(c)

HANO will terminate assistance if:

- A family fails to submit required documentation within the required timeframe concerning any family member’s citizenship or immigration status;
- A family submits evidence of citizenship and eligible immigration status in a timely manner, but United States Citizenship and Immigration Services (USCIS) primary and secondary verification does not verify eligible immigration status of the family; or
- A family member, as determined by HANO, has knowingly permitted another individual who is not eligible for assistance to reside (on a permanent basis) in the unit. Such termination will be for a period of at least 24 months. This does not apply to ineligible non-citizens already in the household where the family’s assistance has been prorated.

19.2.719.3.8 Termination Due to Failure to Provide Social Security Documentation
24 CFR 5.218(c), Notice PIH, 2012-10

HANO will terminate assistance if a participant family fails to provide the documentation or certification required for any family member who obtains a social security number or joins the family. See sections 4.19 and 9.12 for timeframe family has to provide documents.

19.2.819.3.9 Termination Due to Manufacture or Production of Methamphetamine
24 CFR 982.553(b)(1)(ii)

HANO will terminate assistance if any household member has ever been convicted of the manufacture or production of methamphetamine on the premises of federally assisted housing.
19.2.11 Termination Due to Failure of Students to Meet Ongoing Eligibility Requirements
24 CFR 982.552(b)(5), FR 4/10/06

See chapter on Eligibility for policies related to Student continued eligibility requirements. HANO must terminate assistance if any family member fails to meet the eligibility requirements concerning individuals enrolled at an institution of higher education as specified in 24 CFR 5.612. See Section 4.21.

19.2.11.1 Termination Due to Drug and Alcohol Abuse

HANO will terminate a family’s assistance if any household member is currently engaged in any illegal use of a drug, or has a pattern of illegal drug use that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

HANO will terminate assistance if any household member’s use, abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

HANO will consider all credible evidence, including but not limited to, any record of arrests, convictions, or eviction of household members related to the use of illegal drugs or abuse of alcohol.

In making its decision to terminate assistance, HANO may consider alternatives and specific circumstances and may, on a case-by-case basis, choose not to terminate assistance.

19.2.11.2 Termination Due to Drug-Related and Violent Criminal Activity
24 CFR 5.100

If any household member is currently engaged in or has engaged in any of the criminal activities outlined in this chapter, the family may be terminated.

Drug means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

Drug-related criminal activity is defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

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

HANO will terminate a family’s assistance if any household member has violated the family’s obligation not to engage in any drug-related or violent criminal activity during participation in the HCV program.

HANO will consider all credible evidence, including but not limited to, any record of arrests and/or convictions of household members related to drug-related or violent criminal activity, and any eviction or notice to evict based on drug-related or violent criminal activity.

In making its decision to terminate assistance, HANO may consider alternatives and specific circumstances and may, on a case-by-case basis, choose not to terminate assistance.

19.3 Other Authorized Reasons for Termination of Assistance
24 CFR 982.552(c), 24 CFR 5.2005(c)(1)

HANO may terminate a family’s assistance if:

- The family has failed to comply with any family obligations under the program
- Any family member has been evicted from federally-assisted housing in the last three years
• Any housing authority has ever terminated assistance under the program for any member of the family
• Any family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
• The family owes rent or other amounts to any housing authority in connection with the Hover any other public housing programs. For more on family debt to HANO, see the chapter on Program Integrity.
• The family has not reimbursed any HANO for amounts HANO 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 breached the terms of a repayment agreement entered into with HANO
• A family member has engaged in or threatened violent or abusive behavior toward HANO personnel. “Abusive or violent behavior towards HANO personnel” includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior. Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

In making its decision to terminate assistance, HANO may consider alternatives and specific circumstances and may, on a case-by-case basis, choose not to terminate assistance.

19.3.1 Insufficient Funding
24 CFR 982.454, PIH 2011-32

HANO may terminate a family’s HAP contract if HANO determines that HCV funding is insufficient to support continued assistance for families in the program. HANO will determine if any other actions can be taken to reduce costs prior to terminating any HAP contracts due to insufficient funding.

If, after implementing all reasonable cost cutting measures, there remains insufficient funding available to provide continued assistance for all current participants, HANO will terminate HAP contracts as a last resort. Prior to terminating any HAP contracts, HANO will notify the local HUD field office of the agency’s decision. HANO will terminate the minimum number of vouchers needed to reduce HAP costs to a level within the agency’s budget authority.

HANO will terminate families due to insufficient funding in the following order. Within each category, HANO will adopt the policy of “first-in, first out.” Under this policy, HANO will terminate families according to date of the family’s admission to the program, starting with those who have been receiving assistance the longest.

• Non-elderly, non-disabled single family members
• Non-elderly, non-disabled families with no children under the age of 18
• Non-elderly, non-disabled families with children under the age of 18
• Elderly and disabled families
• Families with Special Purpose Vouchers, i.e. NED, HUD-VASH, and FUP families

If HANO is not assisting the required number of special purpose vouchers (NED, HUD-VASH, and FUP) at the time the agency stops issuing vouchers, when HANO resumes issuing vouchers, HANO will issue vouchers first to special purpose voucher families on its waiting list. Special purpose families will continue to receive this preference until the agency reaches the required number of special purpose vouchers.
19.3.2 Missed Appointments and Deadlines

It is a family obligation to supply information, documentation, and certification as needed for HANO to fulfill its responsibilities. HANO schedules appointments and sets deadlines in order to obtain required information. The obligations also require that the family allow HANO to inspect the unit. Appointments are made for this purpose.

An applicant or participant who fails to keep an appointment, or to supply information required by a deadline without notifying HANO, may be sent a Notice of Denial or Termination of Assistance for failure to provide required information, or for failure to allow HANO to inspect the unit.

Appointments will be scheduled and time requirements will be imposed for the following events and circumstances:

- Eligibility for Admissions
- Verification Procedures
- Voucher Issuance and Briefings
- Housing Quality Standards and Inspections
- Recertifications and
- Appeals.

The family will be given two opportunities before being issued a notice of termination or denial for breach of a family obligation. After issuance of the termination notice, if the family offers to correct the breach within the time allowed to request a hearing, the notice will be rescinded if the family offers to cure and the family does not have a history of non-compliance. Termination is subject to a request for reasonable accommodations.

Acceptable reasons for missing appointments or failing to provide information by deadlines include, but are not limited to:

- Medical emergency
- Incarceration and
- Family emergency.

HANO will require verification to substantiate the cause of a missed appointment or deadline.

19.4 METHOD OF TERMINATION

24 CFR 982.552(a)(3)

HANO may terminate assistance by:

- Terminating housing assistance payments under a current HAP contract
- Refusing to approve a request for tenancy or to enter into a new HAP contract, or
- Refusing to process a request for or refusing to provide assistance under portability procedures.
19.5 Alternatives to Termination of Assistance - Household Composition
24 CFR 982.552(c)(2)(ii)
As a condition of continued assistance, HANO may require that any household member who participated in or was responsible for an offense no longer resides in the unit.
As a condition of continued assistance, the head of household must certify that the culpable family member has vacated the unit and will not be permitted to visit or to stay as a guest in the assisted unit. The family must present evidence of the former family member’s current address upon HANO request.

19.6 Alternatives to Termination of Assistance - Repayment of Family Debts
If a family owes amounts to HANO, as a condition of continued assistance, HANO may, but is not required, to offer the family a repayment agreement. See chapter on Program Integrity for policies related to repayment agreements.

19.7 Criteria for Deciding to Terminate Assistance
HANO will use the concept of preponderance of the evidence as the standard for making all termination decisions.

“Preponderance of the 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. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.
If a family indicates that the behavior of a family member with a disability is the reason for a proposed termination of assistance, HANO will determine whether the behavior is related to the disability. If so, upon the family’s request, HANO will determine whether alternative measures are appropriate as a reasonable accommodation. HANO will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed termination of assistance. See Chapter on Fair Housing for a discussion of reasonable accommodation.

19.7.1 Evidence
24 CFR 982.553(c)
HANO will terminate assistance if a preponderance of the evidence indicates that a household member has engaged in the activity, regardless of whether the household member has been arrested or convicted.
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. HANO will pursue fact-finding efforts as needed to obtain credible evidence.
Criminal activity that occurred prior to program participation cannot be grounds for termination.

19.7.2 Consideration of Circumstances
24 CFR 982.552(c)(2)(i)
HANO may consider the following factors when making its decision to terminate assistance:
- The seriousness of the case, especially with respect to how it would affect other residents
- The effects that termination of assistance may have on other members of the family who were not involved in the action or failure
• The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities or a victim of domestic violence, dating violence, sexual assault, or stalking.

• The length of time since the violation occurred, the family’s recent history and the likelihood of favorable conduct in the future.

• In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully and

• In the case of program abuse, the dollar amount of the overpaid assistance and whether or not a false certification was signed by the family.

HANO will require the participant to submit evidence of the household member’s current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully.

19.8 Terminations Related to Domestic Violence, Dating Violence, Sexual Assault, or Stalking

See the Appendix for policies related to VAWA.

19.9 Termination Notice

If a family’s assistance is to be terminated, whether voluntarily or involuntarily, HANO will give the family and the owner written notice that specifies:

• The reasons for which assistance has been terminated;

• The effective date of the termination. This will generally be at least 30 calendars days following the date of the termination notice; however, exceptions may be made when HUD rules, HANO policies, or other circumstances surrounding the termination require; and,

• The family’s right to an informal hearing.

If a criminal record is the basis of the termination, a copy of the record will accompany the notice to the head of household. A copy of the criminal record also must be provided to the subject of the record.

If immigration status is the basis of a family’s termination, the termination notice will include additional information, as outlined in Chapter 18: Informal Reviews and Hearings.

When termination is initiated by HANO, the notice to terminate will be sent to the family and the owner. However, if a family vacates the unit without informing HANO, advance notice will not be given. In these cases, the notice to terminate will be sent at the time HANO learns the family has vacated the unit.

When a family requests to be terminated from the program they must do so in writing. HANO will then send a confirmation notice to the family and the owner no later than the termination effective date (as requested by the family).

19.10 How Termination of Assistance Affects the HAP Contract and Lease

When the family’s assistance is terminated, the lease and HAP contract terminate automatically.

The owner may offer the family a separate unassisted lease.
19.11 **TERMINATION OF TENANCY BY THE OWNER**
24 CFR 5.2005(c), 24 CFR 982.310, Form HUD-52641-A, Tenancy Addendum

Termination of an assisted tenancy is a matter between the owner and the family; HANO is not directly involved. However, the owner is under some constraints when terminating an assisted tenancy, and the reasons for which a tenancy is terminated dictate whether assistance also will be terminated.

During the term of the lease, the owner is not permitted to terminate the tenancy except for serious or repeated violations of the lease, certain violations of State or local law, or other good cause.

19.11.1 **Termination by the Owner Due to Serious or Repeated Lease Violations**

The owner is permitted to terminate the family’s tenancy for serious or repeated violations of the terms and conditions of the lease, except when the violations are related to incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking and the victim is protected from eviction by the Violence Against Women Act of 2005. A serious lease violation includes failure to pay rent or other amounts due under the lease. However, HANO’s failure to make a HAP payment to the owner is not a violation of the lease between the family and the owner.

Criminal activity that occurred prior to tenancy cannot be grounds for termination.

19.11.2 **Termination by the Owner Due to Violation of Federal, State, or Local Law**

The owner is permitted to terminate the tenancy if a family member violates Federal, State, or local law that imposes obligations in connection with the occupancy or use of the premises.

19.11.3 **Termination by the Owner Due to Criminal Activity or Alcohol Abuse**

24 CFR 5.100

The owner may terminate tenancy during the term of the lease if any covered person, meaning any member of the household, a guest or another person under the tenant’s control commits any of the following types of criminal activity:

- 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)
- 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
- Any violent criminal activity on or near the premises or
- Any drug-related criminal activity on or near the premises.

The owner may terminate tenancy during the term of the lease if any member of the household is:

- Fleeing to avoid prosecution, custody, or confinement after conviction for a crime or an attempt to commit a crime that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of Louisiana, is a high misdemeanor or
- Violating a condition of probation or parole imposed under Federal or State law.

If the criminal activity directly relates to domestic violence, dating violence, sexual assault, or stalking and if the tenant or immediate family member is the victim, the criminal activity may not be used as a reason for terminating the victim’s tenancy.
The owner may terminate 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.

19.11.4 Termination by Owner - Evidence of Criminal Activity

The owner may terminate tenancy and evict by judicial action a family for criminal activity by a covered person if the owner determines the covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.

19.11.5 Termination by Owner Due to Other Good Cause

During the initial lease term, 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. During the initial lease term or during any extension term, other good cause includes the disturbance of neighbors, destruction of property, or living or housekeeping habits that cause damage to the unit or premises.

After the initial lease term, “other good cause” for termination of tenancy by the owner includes:

- Failure by the family to accept the offer of a new lease or revision;
- The owner’s desire to use the unit for personal or family use, or for a purpose other than as a residential rental unit; or
- A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, or desire to lease the unit at a higher rent).

After the initial lease term, the owner may give the family notice at any time, in accordance with the terms of the lease.

“Other good cause” does not include vacating a property that has been foreclosed upon during the lease term prior to the sale of the property. However, if the new owner will occupy the unit as a primary residence and has provided the tenant notice to vacate of at least 90 days, the new owner of the property may terminate the tenancy effective on the date of transfer of the unit.

19.11.6 Owner Initiated Eviction

24 CFR 982.310(e)(4), Form HUD-52641-A, Tenancy Addendum

The owner must give the tenant a written notice that specifies the grounds for termination of tenancy during the term of the lease. The tenancy does not terminate before the owner has given this notice, and the notice must be given at or before commencement of the eviction action.

The notice of grounds for termination may be included in, or may be combined with, any owner eviction notice to the tenant.

Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used under state or local law to commence an eviction action. The owner may only evict the tenant from the unit by instituting a court action.

The owner must give HANO a copy of any eviction notice at the same time the owner notifies the family. The family is also required to give HANO a copy of any eviction notice.

If the eviction action is finalized in court, the owner must provide HANO with documentation related to the eviction, including notice of the eviction date, as soon as possible, but no later than 5 business days following the court-ordered eviction.
19.11.7 Owner Decision Whether to Terminate Tenancy

An owner who has grounds to terminate a tenancy is not required to do so, and may consider all of the circumstances relevant to a particular case before making a decision. These might include:

- The nature of the offending action
- The seriousness of the offending action
- The effect on the community of the termination, or of the owner’s failure to terminate the tenancy
- The extent of participation by the leaseholder in the offending action
- The effect of termination of tenancy on household members not involved in the offending activity
- The demand for assisted housing by families who will adhere to lease responsibilities
- The extent to which the leaseholder has shown personal responsibility and taken all reasonable steps to prevent or mitigate the offending action and
- The effect of the owner’s action on the integrity of the program.
- The owner may require a family to exclude a household member in order to continue to reside in the assisted unit, where that household member has participated in or been culpable for action or failure to act that warrants termination.

In determining whether to terminate tenancy for illegal use of drugs or alcohol abuse by a household member who is no longer engaged in such behavior, the owner may consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully. For this purpose, the owner may require the tenant to submit evidence of the household member’s current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

The owner’s termination of tenancy actions must be consistent with the fair housing and equal opportunity provisions in 24 CFR 5.105.

An owner’s decision to terminate tenancy for incidents related to domestic violence, dating violence, sexual assault, or stalking is limited by the Violence against Women Act of 2005-2013 (VAWA) and the conforming regulations in 24 CFR Part 5, Subpart L.

19.11.8 Effect of Owner Tenancy Termination on the Family’s Assistance

If a termination is not due to a serious or repeated violation of the lease, and if HANO has no other grounds for termination of assistance, HANO may issue a new Voucher so that the family can move with continued assistance.
CHAPTER 20: PROGRAM INTEGRITY

20.1 OVERVIEW

HANO is committed to assuring that the proper level of benefits is paid to all participating families and that housing resources reach only income-eligible families so that program integrity can be maintained. Further, HANO will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously. This chapter outlines HANO's policies for the prevention, detection, and investigation of program abuse and fraud.

20.2 QUALITY CONTROL

As part of Program Integrity assurance, HANO has developed and implemented a quality control program to ensure that HANO is assisting eligible families to afford decent, safe, and sanitary housing at the correct subsidy costs and to determine HANO compliance with agency and regulatory requirements.

20.3 DETECTING ERRORS AND PROGRAM ABUSE

In addition to taking steps to prevent errors and program abuse, HANO will use a variety of activities to detect errors and program abuse.

HANO will use the results of monitoring reports to identify potential program abuses as well as to assess the effectiveness of HANO’s error detection and abuse prevention efforts. HANO will encourage staff, program participants, and the public to report possible program abuse.

20.4 INVESTIGATING ERRORS AND PROGRAM ABUSE

HANO will review referrals, specific allegations, complaints, and tips from any source including other agencies, companies, and individuals, to determine whether they warrant investigation.

HANO will investigate inconsistent information related to the family that is identified through file reviews and the verification process.

20.5 CONSENT TO RELEASE OF INFORMATION

24 CFR 982.516

HANO may investigate possible instances of error or abuse using all available HANO and public records. If necessary, HANO will require HCV families to give consent to the release of additional information.

20.6 ANALYSIS AND FINDINGS

HANO will base its evaluation on a preponderance of the evidence collected during its investigation.

For each investigation HANO will determine:

- Whether an error or program abuse has occurred,
- Whether any amount of money is owed HANO, and
- What corrective measures or penalties will be assessed.
20.7 CONSIDERATION OF REMEDIES

All errors and instances of program abuse will be corrected prospectively. Whether HANO will enforce other corrective actions and penalties, depends upon the nature of the error or program abuse.

In the case of family-caused errors or program abuse, HANO will take into consideration:

- The seriousness of the offense and the extent of participation or culpability of individual family members
- Any special circumstances surrounding the case
- Any mitigating circumstances related to the disability of a family member and
- The effects of a particular remedy on family members who were not involved in the offense.

In the case of owner-caused errors or program abuse, HANO will take into consideration:

- The seriousness of the offense
- The length of time since the violation has occurred and
- The effects of a particular remedy on family members who were not involved in the offense.

20.8 NOTICE AND APPEALS

HANO will inform the relevant party in writing of its findings and remedies at the conclusion of the investigation. The notice will include:

- A description of the error or program abuse
- The basis on which HANO determined the error or program abuse
- The remedies to be employed, and
- The family’s right to appeal the results through the informal review or hearing process, if applicable.

20.9 CORRECTIVE MEASURES AND PENALTIES

20.9.1 Subsidy Under or Over Payments

A subsidy under- or overpayment includes:

- An incorrect housing assistance payment to the owner
- An incorrect family share established for the family, and
- An incorrect utility reimbursement to a family.

Whether the incorrect subsidy determination is an overpayment or underpayment of subsidy, HANO will promptly correct the HAP, family share, and any utility reimbursement prospectively.
Increases in the family share will be implemented only after the family has received 30 calendar days’ notice.

Any decreases in family share will become effective the first of the month following the discovery of the error.

20.10 Recovery of Debts to HANO
HCV GB pp. 22-12 - 22-13

When an action or inaction of an owner or participant results in the overpayment of housing assistance, HANO holds the owner or participant liable to return any overpayments to HANO.

HANO will enter into repayment agreements in accordance with the policies contained in this part as a means to recover overpayments.

When an owner or participant refuses to repay monies owed to HANO, HANO will utilize other available collection alternatives including, but not limited to, the following:

- Collection agencies
- Small claims court
- Civil law suit
- State income tax set-off program

20.11 Family Caused Errors and Program Abuse

An incorrect subsidy determination caused by a family generally would be the result of incorrect reporting of family composition, income, assets, or expenses, but also would include instances in which the family knowingly allows HANO to use incorrect information provided by a third party. Increases in a family’s share of rent family-caused errors or incorrect reporting will be effective retroactively to the date the correct reporting of income should have started.

20.12 Family Debts to HANO

Any amount owed to HANO by an HCV family must be repaid by the family. In the case of family-caused errors, program abuse, or resumption of the $50 minimum rent after a temporary hardship the family will be required to repay all amounts due. HANO may, but is not required to, offer the family a repayment agreement. If the family fails to repay the amount due, HANO may terminate the family’s assistance.

20.13 Family Debts to HANO Prior to Admission or Re-admission

Families currently owing HANO must pay the entire amount in full prior to allowing the family admission or re-admission to the HCV Program. Families on the wait list, under repayment agreements to HANO or any other public housing agency, must repay all amounts owed to HANO or any other public housing agency before selection from the wait list. (For more information on family debts owed to HANO and program eligibility, see the chapter on Eligibility.)

20.14 Repayment Agreements
24 CFR 792.103, Notice PIH 2010-19
20.14.1 General Repayment Agreement Guidelines for Families

The following guidelines will be used for repayment agreements:

- Maximum term: 2 years
- Amount Due at Signing: 10%

Exceptions may be made on a case by case basis taking into consideration the following:

- The amount owed by the family to HANO
- The reason for the debt, including whether the debt was the result of family action/inaction or circumstances beyond the family’s control
- The family’s current and potential income and expenses
- The family’s current family share, as calculated under 24 CFR 982.515
- The family’s history of meeting its financial responsibilities

HUD requires certain provisions to be included in any repayment agreement involving amounts owed by a family because it underreported or failed to report income:

- A reference to the items in the family briefing packet that state the family’s obligation to provide true and complete information at every reexamination and the grounds on which HANO may terminate assistance because of a family’s action or failure to act
- A statement clarifying that each month the family not only must pay to HANO the monthly payment amount specified in the agreement but must also pay to the owner the family’s monthly share of the rent to owner
- A statement that the terms of the repayment agreement may be renegotiated if the family’s income decreases or increases
- A statement that late or missed payments constitute default of the repayment agreement and may result in termination of assistance

20.14.2 Execution of the Agreement

Any repayment agreement between HANO and a family must be signed and dated by HANO and by the head of household and co-head (if applicable).

20.14.3 Late or Missed Payments

If a payment is not received by the end of the business day on the date due, and prior approval for the missed payment has not been given by HANO, HANO will send the family a delinquency notice giving the family 10 business days to make the late payment. If the payment is not received by the due date of the delinquency notice, it will be considered a breach of the agreement and HANO will terminate assistance.

If a family receives three delinquency notices for unexcused late payments in a 12-month period, the repayment agreement will be considered in default, and HANO will terminate assistance.

20.14.4 Consequences of Default

If the family refuses to repay the debt, enter into a repayment agreement, or breaches a repayment agreement, HANO will terminate the family’s assistance in accordance with HANO’s termination policies. HANO may also pursue other modes of collection.
20.14.5 No Offer of Repayment Agreement

HANO generally will not enter into a repayment agreement with a family if there is already a repayment agreement in place with the family or if the amount owed by the family exceeds the federal or state threshold for criminal prosecution.

20.15 PROHIBITED ACTIONS
Title 18 U.S.C. Section 1001, 24 CFR 982.552(c)(iv)

An applicant or participant in the HCV program will not knowingly:

- Make a false statement to HANO or
- Commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.

The following examples of family program abuse include, but are not limited to:

- Payment to the owner in excess of amounts authorized by HANO for rent, security deposit, and additional services
- Offering bribes or illegal gratuities to HANO Board of Commissioners, employees, contractors, or other HANO representatives
- Offering payments or other incentives to the owner or a third party as an inducement for the third party to make false or misleading statements to HANO on the family’s behalf
- Use of a false name or the use of falsified, forged, or altered documents
- Intentional misreporting of family information or circumstances (i.e., income, family composition)
- Omitted facts that were obviously known by a family member (i.e., not reporting employment income), and
- Admission of program abuse by an adult family member.

HANO may determine other actions to be program abuse based upon a preponderance of the evidence.

20.16 PENALTIES FOR PROGRAM ABUSE

In the case of program abuse caused by a family HANO may, at its discretion, impose any of the following remedies:

- HANO may require the family to repay excess subsidy amounts paid by HANO, as described earlier in this section
- HANO may require, as a condition of receiving or continuing assistance, that a culpable family member not reside in the unit
- HANO may deny or terminate the family’s assistance, or
- HANO may refer the family for State or Federal criminal prosecution.
20.17 **OWNER CAUSED ERROR OR PROGRAM ABUSE**

An incorrect subsidy determination caused by an owner generally would be the result of an incorrect owner statement about the characteristics of the assisted unit (i.e., the number of bedrooms, which utilities are paid by the family). Owner error or abuse also includes accepting duplicate housing assistance payments for the same unit in the same month, or after a family no longer resides in the unit.

20.18 **OWNER REIMBURSEMENT TO HANO**

HCV GB p. 22-13

Any amount due to HANO by an owner must be repaid by the owner within 30 calendar days of HANO determination of the debt.

If the owner fails to repay the debt within the required time frame and is entitled to future HAP payments, HANO will reduce the future HAP payments by the amount owed until the debt is paid in full.

If the owner is not entitled to future HAP payments HANO may, in its sole discretion, offer to enter into a repayment agreement on terms prescribed by HANO.

If the owner refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, HANO will ban the owner from future participation in the program and pursue other modes of collection.

20.19 **PROHIBITED OWNER ACTIONS**

Title 18 U.S.C. Section 1001, 24 CFR 982.453(a)(3)

An owner participating in the HCV program will not make any false statement to HANO and/or commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program including, but not limited to:

- Charging the family rent above or below the amount specified by HANO
- Charging a security deposit other than that specified in the family’s lease
- Charging the family for services that are provided to unassisted tenants at no extra charge
- Knowingly accepting housing assistance payments for any month(s) after the family has vacated the unit
- Knowingly accepting incorrect or excess housing assistance payments
- Offering bribes or illegal gratuities to HANO Board of Commissioners, employees, contractors, or other HANO representatives
- Offering payments or other incentives to an HCV family as an inducement for the family to make false or misleading statements to HANO, and
- Residing in the unit with an assisted family.

20.20 **REMEDIES AND PENALTIES**

When HANO determines that the owner has committed program abuse, HANO may take any of the following actions, including, but not limited to:
• Require the owner to repay excess housing assistance payments
• Terminate the HAP contract
• Bar the owner from future participation in any HANO programs, and
• Refer the case to state or federal officials for criminal prosecution.

20.21 HANO-CAUSED ERRORS OR PROGRAM ABUSE
HCV GB. 22-12
HANO-caused incorrect subsidy determinations include, but are not limited to:

• Failing to correctly apply HCV rules regarding family composition, income, assets, and expenses
• Assigning the incorrect voucher size to a family, and
• Errors in calculation.

Neither a family nor an owner is required to repay an overpayment of subsidy if the error or program abuse is caused by HANO staff.

HANO will reimburse a family for any underpayment of subsidy, regardless of whether the underpayment was the result of staff-caused error or staff or owner program abuse.

20.21.1 HANO Staff Prohibited Activities

Any of the following will be considered evidence of program abuse by HANO staff:

• Failing to comply with any HCV program requirements for personal gain
• Failing to comply with any HCV program requirements as a result of a conflict of interest relationship with any applicant, participant, or owner
• Seeking or accepting anything of material value from applicants, participating families, vendors, owners, contractors, or other persons who provide services or materials to HANO
• Disclosing confidential or proprietary information to outside parties
• Gaining profit as a result of insider knowledge of HANO activities, policies, or practices
• Misappropriating or misusing HCV funds
• Destroying, concealing, removing, or inappropriately using any records related to the HCV program, and
• Committing any other corrupt or criminal act in connection with any federal housing program.

20.22 CRIMINAL PROSECUTION

When HANO determines that program abuse by an owner, family, or HANO staff member has occurred and the amount of overpaid subsidy meets or exceeds the threshold for prosecution under local or State law, HANO may refer the matter to the appropriate entity for prosecution.
Other criminal violations related to the HCV program may be referred to the appropriate local, State, or Federal entity.

20.23 FRAUD AND PROGRAM ABUSE RECOVERIES

HANO may retain a portion of program fraud losses that HANO recovers from a family or owner through litigation, court order, or a repayment agreement in accordance with applicable requirements.
CHAPTER 21: SPECIAL HOUSING, VASH AND HOMEOWNERSHIP

21.1 OVERVIEW

HANO operates special housing programs in accordance with applicable regulations and policies. Payment Standards, Utility Allowances, HAP Calculations, and Housing Quality Standards may vary based on the type of special housing. See the chapter on Housing Quality Standards, “Special Housing Types” for HQS specific to Special Housing Types.

Currently, HANO operates the following special housing programs: Single Room Occupancy (SRO), the Homeownership Program, and the Project-Based Voucher Program (PBVP). For information on project-based vouchers, see the chapter on Project-Based Vouchers Program.

21.2 SINGLE ROOM OCCUPANCY

24 CFR 982.602 - .605

A single room occupancy (SRO) unit provides living and sleeping space for the exclusive use of the occupant but requires the occupant to share sanitary and/or food preparation facilities with others. More than one person may not occupy an SRO unit. HCV regulations do not limit the number of units in an SRO facility, but the size of a facility may be limited by local ordinances. For information on applying payment standards and utility allowances to SROs, see the chapter on Payment Standards and Utility Allowances.

21.3 SINGLE ROOM OCCUPANCY HOUSING QUALITY STANDARDS

HQS requirements apply to SRO housing except as modified below.

- Access: Access doors to the SRO unit must have working locks for privacy. The occupant must be able to access the unit without going through any other unit. Each unit must have immediate access to two or more approved means of exit from the building, appropriately marked and leading to safe and open space at ground level. The SRO unit must also have any other means of exit required by State or local law.

- Fire Safety: All SRO facilities must have a sprinkler system that protects major spaces. “Major spaces” are defined as hallways, common areas, and any other areas specified in local fire, building, or safety codes. SROs must also have hard-wired smoke detectors, and any other fire and safety equipment required by state or local law.

- Sanitary facilities and space and security standards must meet local code requirements for SRO housing. In the absence of local code standards the requirements discussed below apply [24 CFR 982.605].

- Sanitary Facilities: At least one flush toilet that can be used in privacy, a lavatory basin, and a bathtub or shower in proper operating condition must be provided for each six persons (or fewer) residing in the SRO facility. If the SRO units are leased only to men, flush urinals may be substituted for up to one half of the required number of toilets. Sanitary facilities must be reasonably accessible from a common hall or passageway, and may not be located more than one floor above or below the SRO unit. They may not be located below grade unless the SRO units are located on that level.

- Space and Security: An SRO unit must contain at least 110 square feet of floor space, and at least four square feet of closet space with an unobstructed height of at least five feet, for use by the occupant. If the closet space is less than four square feet, the habitable floor
space in the SRO unit must be increased by the amount of the deficiency. Exterior doors and windows accessible from outside the SRO unit must be lockable.

- Because no children live in SRO housing, the housing quality standards applicable to lead-based paint do not apply.

21.3.1 HAP Calculation

The HAP for an assisted occupant in an SRO facility is the lower of the SRO payment standard amount minus the TTP or the gross rent for the unit minus the TTP.

21.4 VETERANS AFFAIRS SUPPORTIVE HOUSING (VASH)

The Housing and Urban Development - Veterans Affairs Supported Housing (HUD-VASH) Program provides permanent housing and ongoing case management for eligible homeless veterans who would not be able to live independently without the support of case management. This program allows eligible veterans to live in veteran- selected housing units with a “Housing Choice” voucher. These vouchers are portable to support the veteran’s choice of housing in communities served by their VA medical facility where case management services can be provided. HUD-VASH services include outreach and case management to ensure integration of services and continuity of care. This program enhances the ability of VA to serve homeless women veterans, and homeless veterans with families.

Through the Supportive Services for Low-Income Veterans Program, VA aims to improve very low-income Veteran families’ housing stability by providing supportive services to very low-income Veteran families in or transitioning to permanent housing. VA funds community-based organizations to provide eligible Veteran families with outreach, case management and assistance in obtaining VA and other benefits. Grantees may also provide time-limited payments to third parties (e.g., landlords, utility companies, moving companies and licensed child care providers) if these payments help Veteran.

Generally, the HUD-VASH HCV is administered in accordance with regular HCV program requirements (24 CFR part 982). However, the Act allows HUD to waive or specify alternative requirements for any provision of any statute or regulation that HUD administers in connection with this program in order to effectively deliver and administer HUD-VASH voucher assistance. The HUD-VASH Operating Requirements (including the waivers and alternative requirements from HCV program rules) were published in the Federal Register on May 6, 2008.

- VASH vouchers must be identified in PIC with the VASH voucher coding and retain this coding throughout the family’s participation in the program.
- Eligible veterans for VASH vouchers will be referred by the VAMC with written documentation of the referral maintained in the file.
- Screening will include income eligibility and sex offender screening only. EIV prior debt and adverse termination screening do not apply to VASH families.
- Other VASH family members should be screened and denied if they have a lifetime sex offender registration requirement.
- The initial voucher term for a VASH voucher will be 120 days.
- Initial leases may be less than one year if a shorter lease term would improve housing opportunities for the tenant
- VASH voucher holders may use their voucher to live on the grounds of a VAMC in units owned by the VAMC.
VASH participants may only reside in jurisdictional areas that are accessible to case management services as determined by the partnering VAMC. In all cases of portability, the initial VA facility must be consulted prior to the move and provide written confirmation that case management will continue to be provided in the family’s new location.

If the receiving PHA does not administer a HUD-VASH program, it must always bill the initial PHA.

If the receiving PHA does administer HUD-VASH vouchers, it may only absorb the family if a HUD-VASH voucher is available and case management can be provided through a VA facility that partners with the receiving PHA.

In all cases of portability within the same catchment area, the initial VA facility must make the determination regarding which VA facility will provide the family with case management. This determination will ultimately affect whether the receiving PHA can absorb the family.

If the veteran dies, the voucher remains with the remaining members of the tenant family, however the PHA may issue a regular tenant based voucher and free up the VASH voucher.

In the case of family splits, i.e. divorce, the VASH voucher remains with the veteran.

VASH families are eligible to enroll in FSS. FSS staff must work with VAMC case management staff to establish goals and the Individual Training and Services Plan. The PHA does not have to terminate a VASH family for failure to comply, without good cause, with the FSS contract of participation.

A VASH voucher may be terminated for failure to participate is required case management. However, a VAMC determination that the participant family no longer requires case management is not grounds for termination of assistance. The PHA has the option to offer this family one of its regular vouchers in order to free up the VASH voucher.

VASH families are entitled to informal hearings and reviews.

Renewal funding is subject to Congressional appropriation.

21.5 HOMEOWNERSHIP
24 CFR 982.625 - 643

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. HANO must have the capacity to operate a successful HCV homeownership program as defined by the regulations.

HANO offers monthly assistance payments.

21.5.1 Family Eligibility
24 CFR 982.627

The family must meet all of the requirements listed below before the commencement of homeownership assistance:

- The family must have been admitted to the Housing Choice Voucher program.
- The family must qualify as a first-time homeowner, or may be a cooperative member.
- The family must meet the Federal minimum income requirement. The family must have a gross annual income equal to the Federal minimum wage multiplied by 2000, based on the
income of adult family members who will own the home. HANO may establish a higher income standard for families. However, a family that meets the federal minimum income requirement (but not HANO's requirement) will be considered to meet the minimum income requirement if it can demonstrate that it has been pre-qualified or pre-approved for financing that is sufficient to purchase an eligible unit.

- For disabled families, the minimum income requirement is equal to the current SSI monthly payment for an individual living alone, multiplied by 12.
- 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.
- 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' means 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.
- 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, HANO must grant an exemption from the employment requirement if HANO determines that it is needed as a reasonable accommodation.
- The family has not defaulted on a mortgage securing debt to purchase a home under the homeownership option.
- 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.
- 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).

21.5.2 Selection of Families
24 CFR 982.626

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

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

21.5.3 Eligible Units
24 CFR 982.628

In order for a unit to be eligible, HANO 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 Section 8 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
- 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 HANO 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 HANO-owned units all of the following conditions must be satisfied:
  - HANO informs the family, both orally and in writing, that the family has the right to purchase any eligible unit and HANO-owned unit is freely selected by the family without HANO pressure or steering
  - The unit is not ineligible housing
  - HANO 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 HANO provided financing. All of these actions must be completed in accordance with program requirements.

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

**21.5.4 Additional 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. HANO 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 HANO, HANO may issue the family a voucher to lease a unit or place the family’s name on the wait list for a voucher.

**21.5.5 Homeownership Counseling**
**24 CFR 982.630**

Before commencement of homeownership assistance for a family, the family must attend and satisfactorily complete a pre-assistance homeownership and housing counseling program required by HANO.
21.5.6 Home Inspections
24 CFR 982.631

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

An independent professional inspector selected by 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, and the roofing, plumbing, electrical, and heating systems. The independent inspector must be qualified to report on property conditions, including major building systems and components.

21.5.7 Contract of Sale
24 CFR 982.631

Before commencement of monthly homeownership assistance payments or receipt of a down payment assistance grant, a member or members of the family must enter into a contract of sale with the seller of the unit to be acquired by the family. The family must give HANO a copy of the contract of sale. The contract of sale 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 CFR part 24.

21.5.8 Disapproval of a Seller
24 CFR 982.306(c) and 24 CFR 982.631

In its administrative discretion, HANO may deny approval of a seller for the same reasons HANO may disapprove an owner under the regular HCV program.

21.5.9 Financing
24 CFR 982.632

HANO will follow established 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, lender qualifications, loan terms, and affordability of the debt.

21.5.10 Homeownership Option 10 Year Asset Exclusion
24 CFR 5.603(b)

For the first ten years after the closing date, a home purchased with voucher assistance is exempt from being counted as an asset. This exemption terminates after a family’s 10th year of participation in the program.

21.5.11 Continued Assistance Requirements: Family Obligations
24 CFR 982.633, 24 CFR 982.551
Homeownership assistance may only be paid while a family is residing in the home. If a family moves out of the home, HANO may not continue homeownership assistance after the month when the family moves out. The family or lender is not required to refund to HANO 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 deceased family member. Use and occupancy of the home are subject to 24 CFR 982.551 (h) and (i).
- The family must supply information to HANO or HUD as specified in 24 CFR 982.551(b). The family must further supply any information required by HANO or HUD concerning mortgage financing or refinancing, sale or transfer of any interest in the home, or homeownership expenses.
- The family must notify HANO before moving out of the home.
- The family must notify HANO if the family defaults on the mortgage used to purchase the home.
- No family member may have any ownership interest in any other residential property.

21.5.12 Maximum Term of Homeowner 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:

- Fifteen years, if the initial mortgage incurred to finance purchase of the home has a term of 20 years or longer or
- 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 housing authorities, the total of such assistance terms is subject to the maximum term described in this part.

### 21.5.13 Homeownership Assistance Payments and Homeownership Expenses

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, HANO will use the same payment standard schedule, payment standard amounts, and subsidy standards as those described in elsewhere in this plan for the Housing Choice Voucher program.

HANO may pay the homeownership assistance payments directly to the family, or at HANO’s discretion, to a lender on behalf of the family.

If the assistance payment exceeds the amount due to the lender, HANO 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.

HANO may grant relief from this requirement in those cases where automatic termination would result in extreme hardship for the family.

Homeownership expenses (not including cooperatives) only include amounts allowed by HANO 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
- Home insurance
- HANO allowance for maintenance expenses
- HANO allowance for costs of major repairs and replacements
- HANO 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 HANO 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 [see 24 CFR 982.628(b)].
- For a condominium unit, condominium operating charges or maintenance fees assessed by the condominium homeowner association.

Homeownership expenses for a cooperative member may only include amounts allowed by HANO 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

• HANO allowance for maintenance expenses

• HANO allowance for costs of major repairs and replacements

• HANO utility allowance for the home and

• 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 HANO 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.

• Cooperative operating charges or maintenance fees assessed by the cooperative homeowner association.

21.5.14 Homeownership 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 HANO policies, a family may exercise portability if the receiving housing authority is administering a voucher homeownership program and accepting new homeownership families. The receiving housing authority may absorb the family into its voucher program, or bill the initial housing authority.

21.5.15 Moving with Continued Homeownership 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.

HANO 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, HANO 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 HANO’s policy regarding number of moves within a 12-month period.

HANO 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.

21.5.16 Denial or Termination of Homeownership Assistance
24 CFR 982.638, 24 CFR 982.551 - .553
At any time, HANO may deny or terminate homeownership assistance in accordance with HCV program requirements.

HANO may also deny or terminate assistance for violation of participant obligations.

HANO 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.

### 21.6 Mortgage Default and Foreclosure

HCV Homeownership GB, p. 139

HANO will terminate homeownership voucher assistance for a family that defaults on a mortgage loan and is dispossessed from the home under a judgment or order of foreclosure.

If the mortgage loan is not insured by the FHA, HANO may or may not, on a case-by-case basis and in accordance with its policies, allow the family to move to a new unit with rental assistance.

If the family defaults on a mortgage insured by FHA, HANO will not approve rental assistance for the family unless the family has both:

- conveyed title to the home, as required by HUD, to HUD or HUD’s designee, and
- moved from the home within the period established or approved by HUD.

HANO will not allow the family to purchase another unit with homeownership assistance if the family defaults on any mortgage loan (FHA or non-FHA) and is dispossessed from the home under a judgment of foreclosure. In all cases, the family will be informed as to whether they will be able to receive rental assistance or if its participation in the housing voucher program is being terminated.
CHAPTER 22: PROJECT-BASED VOUCHER PROGRAM

22.1 OVERVIEW
24 CFR 983.5 - .5, 24 CFR 983.52

The project-based voucher (PBV) program allows HANO to take up to 20 percent of its voucher program budget authority and attach the funding to specific units.

22.1.1 Tenant-Based vs. Project-Based Voucher Assistance

Except as otherwise noted in this chapter, or unless specifically prohibited by PBV program regulations, HANO policies for the tenant-based voucher program contained in this administrative plan also apply to the PBV program and its participants.

22.2 RELOCATION REQUIREMENTS
24 CFR 983.7

Any persons displaced as a result of implementation of the PBV program will be provided relocation assistance in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) [42 U.S.C. 4201-4655] and implementing regulations at 49 CFR part 24.

The cost of required relocation assistance may be paid with funds provided by the owner, local public funds, or funds available from other sources. HANO will not use voucher program funds to cover relocation costs, except that HANO may use its administrative fee reserve to pay for relocation expenses after all other program administrative expenses are satisfied, and provided that payment of the relocation benefits is consistent with state and local law. Use of the administrative fee for these purposes must also be consistent with other legal and regulatory requirements, including the requirement in 24 CFR 982.155 and other official HUD issuances.

The acquisition of real property for a PBV project is subject to the URA and 49 CFR part 24, subpart B. HANO will ensure the owner complies with these requirements.

22.3 EQUAL OPPORTUNITY REQUIREMENTS
24 CFR 983.8

HANO will comply with all equal opportunity requirements under federal law and regulations in its implementation of the PBV program. This includes the requirements and authorities cited at 24 CFR 5.105(a). In addition, HANO will comply with HANO Plan certification on civil rights and affirmatively furthering fair housing, submitted in accordance with 24 CFR 903.7(o).

22.4 SOLICITATION AND SELECTION OF PROPOSALS
24 CFR 983.51(b)(c)(d)

HANO will request and select PBV proposals in accordance with the selection procedures in this administrative plan.

HANO will request and select proposals using the following methods:

- Request and Selection of PBV Proposals: HANO may solicit proposals by using a request for proposals (RFP). HANO will then select proposals on a competitive basis in response to the RFP.
• Selection of Proposals Previously Selected Based on a Competition: This may include selection of a proposal for housing assistance under a federal, state, or local government housing assistance program that was subject to a competition in accordance with the requirements of the applicable program, community development program, or supportive services program requiring competitive selection of proposals (i.e., HOME, and units for which competitively awarded low-income housing tax credits have been provided). Eligible proposals must have been selected in accordance with such program's competitive selection requirements within three years of the PBV proposal selection date, and the earlier competitive selection proposal did not involve any consideration that the project would receive PBV assistance. See also below, “HANO Selection of Proposals Subject to a Previous Competition under a Federal, State, or Local Housing Assistance Program."

HANO may submit a proposal for project-based housing that is owned or controlled by HANO.

Unless otherwise described in a solicitation using an RFP, when HANO requests PBV proposals, its procedures will involve public notice. Detailed application and selection information will be provided at the request of interested parties.

HANO may evaluate proposals for existing, rehabilitated and newly constructed housing using the following criteria:

• Owner experience and capability to build, rehabilitate, and manage and maintain housing as identified in the RFP;

• Experience as an owner in the tenant-based voucher program and owner compliance with the owner’s obligations under the tenant-based program;

• Extent to which the project furthers HANO’s goal of deconcentrating poverty and expanding housing and economic opportunities;

• If applicable, the extent to which services for special populations are provided on site or in the immediate area for occupants of the property;

• Other factors identified by HANO in the specific RFP for PBV assistance;

• Extent to which units will be suitable for families that are eligible to participate in the PBV program;

• For rehabilitated and newly constructed units, projects with less than 25 percent of the units assisted will be rated higher than projects with 25 percent of the units assisted. In the case of projects for occupancy by the elderly, persons with disabilities or families needing other services, HANO will rate partially assisted projects on the percent of units assisted. Projects with the lowest percent of assisted units will receive the highest score.

Within 10 business days of HANO making the selection, HANO will notify the selected owner in writing of the owner’s selection for the PBV program. HANO will also notify in writing all owners that submitted proposals that were not selected and advise such owners of the name of the selected owner.

22.4.1 HANO Selection of Proposals Subject to a Previous Competition under a Federal, State, or Local Housing Assistance Program

HANO may award PBV assistance to owners that were competitively selected under another federal, state or local housing assistance program, including projects that were competitively awarded Low-Income Housing Tax Credits on an ongoing basis.

In addition to, or in place of, advertising, HANO may also directly contact specific owners that have already been selected for federal, state, or local housing assistance based on a previously held competition, to inform them of available PBV assistance.
HANO may evaluate each proposal on its merits using the following factors:

- Extent to which the project furthers HANO’s goal of deconcentrating poverty and expanding housing and economic opportunities;
- Extent to which the proposal complements other local activities such as the redevelopment of a public housing site under the HOPE VI program, HOME program activities, CDBG activities, other development activities in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community; and
- Other factors that further the mission and goals of HANO.

22.4.2 HANO Selection of HANO-Owned Housing Proposals
CFR 983.51(e), 983.59

HANO’s project-based voucher program will comply with HUD and HANO regulations and policies. If HANO-owned units are selected for project-based voucher assistance, HANO will, in accordance with HUD guidelines, submit its proposal to an independent third party and/or the local HUD field office to review HANO’s proposal and selection process. HANO will obtain HUD approval of the process, and any third-party entity used, prior to selecting the proposal for HANO-owned housing.

A HANO-owned unit may be assisted under the PBV program only if the HUD field office or HUD-approved independent entity reviews the selection process and determines that the HANO-owned units were appropriately selected based on the selection procedures specified in HANO administrative plan. If HANO selects a proposal for housing that it owns or controls, HANO will identify the entity that will review HANO proposal selection process and perform specific functions with respect to rent determinations and inspections.

In the case of HANO-owned units, the initial contract rent must be approved by an independent entity based on an appraisal by a licensed, state-certified appraiser. In addition, housing quality standards inspections must be conducted by an independent entity.

The independent entity that performs these program services may be the unit of general local government for HANO jurisdiction (unless HANO is itself the unit of general local government or an agency of such government) or another HUD-approved public or private independent entity.

HANO may only compensate the independent entity and appraiser from HANO ongoing administrative fee income (including amounts credited to the administrative fee reserve). HANO may not use other program receipts to compensate the independent entity and appraiser for their services. HANO, independent entity, and appraiser may not change the family any fee for the appraisal or the services provided by the independent entity.

22.4.3 HUD Waiver of PBV Regulatory Selection Requirements

Notwithstanding the provisions of 983.51(a), for certain developments associated with the Choice Neighborhoods Implementation grant, HANO may implement alternative non-competitive selection methods in accordance with the HUD waiver granted to HANO by letter dated March 6, 2012.

22.4.4 HANO Notice of Owner Selection
24 CFR 983.51(d)

HANO will give prompt written notice to the party that submitted a selected proposal and will also give prompt public notice of such selection. Public notice procedures will include means designed and implemented to provide broad public notice.
22.5 Housing Type
24 CFR 983.52

HANO may attach PBV assistance for units in existing housing or for newly constructed or rehabilitated housing. A housing unit is considered an “existing unit” for purposes of the PBV program, if, at the time of notice of HANO selection, the unit substantially complied with HQS. Units for which new construction or rehabilitation was started in accordance with PBV program requirements do not qualify as existing housing.

HANO will determine what housing type, new construction, rehabilitation, or existing housing, will be used to develop project-based housing. HANO’s choice of housing type must be reflected in its solicitation for proposals.

22.5.1 Assistance for Certain Unit Types
24 CFR 983.53

HANO may not attach or pay PBV assistance to properties that include nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and care, or intermediate care (including assisted living facilities); units that are owned or controlled by an educational institution or its affiliate and are designated for occupancy by students; and transitional housing.

22.5.2 Subsidized Housing
24 CFR 983.54

HANO will not attach or pay PBV assistance to units in any of the following types of subsidized housing:

- A public housing unit;
- A unit subsidized with any other form of HCV assistance;
- A unit subsidized with any governmental rent subsidy;
- A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing;
- A unit subsidized with Section 236 rental assistance payments (except that a HANO may attach assistance to a unit subsidized with Section 236 interest reduction payments);
- A Section 202 project for non-elderly with disabilities;
- Section 811 project-based supportive housing for persons with disabilities;
- Section 202 supportive housing for the elderly;
- A Section 101 rent supplement project;
- A unit subsidized with any form of tenant-based rental assistance;
- A unit with any other duplicative federal, state, or local housing subsidy.

22.5.3 Subsidy Layering Requirements
24 CFR 983.55, FR Notice 11/24/08, FR Notice 7/9/10

HANO may provide PBV 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 PBV program with other governmental housing assistance from federal, state, or local agencies, including assistance such as tax concessions or tax credits.
HANO will submit the necessary documentation to HUD for a subsidy layering review.

Except in cases of HAP contracts for existing structures, or if such reviews have been conducted by the applicable state and local agencies (defined by HUD as qualified housing credit agencies, or HCAs), HANO may not enter into an agreement to enter into a HAP contract or a HAP contract until HUD, or an independent entity approved by HUD, has conducted any required subsidy layering review and determined that the PBV assistance is in accordance with HUD subsidy layering requirements.

However, in order to satisfy applicable requirements, HCAs must conduct subsidy layering reviews in compliance with the guidelines set forth in the Federal Register notice published July 9, 2010.

The HAP contract must contain the 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.

22.5.4 Cap on Number of PBV Units in Each Site
24 CFR 983.56(a)(b), FR Notice 11/24/08

In general, HANO may not select a proposal to provide PBV assistance for units in a project or enter into an agreement to enter into a HAP or a HAP contract to provide PBV assistance for units in a project, if the total number of dwelling units in the project that will receive PBV assistance during the term of the HAP HAP contract is more than 25 percent of the number of dwelling units (assisted or unassisted) in the project.

Exceptions are allowed and PBV units are not counted against the 25 percent per project cap if:

- The units are in a single-family building (one to four units);
- The units are excepted units in a multifamily building because they are specifically made available for elderly or disabled families or families receiving supportive services (also known as qualifying families).

The RFP for PBV assistance will describe the type of supportive services that will qualify for the above. HANO will not require participation in medical or disability-related services other than drug and alcohol treatment in the case of current abusers as a condition of living in an excepted unit, although such services may be offered.

If a qualifying family at the time of initial tenancy is receiving Family Self-Sufficiency supportive services or any other supportive services as defined in HANO administrative plan, and successfully completes the FSS contract of participation or the supportive services requirement, the unit continues to count as a unit receiving supportive services for as long as the family resides in the unit.

HANO will monitor the excepted family's continued receipt of supportive services and take appropriate action regarding those families that fail without good cause to complete their supportive services requirement. HANO administrative plan must state the form and frequency of such monitoring.

22.6 PROMOTING PARTIALLY-ASSISTED BUILDINGS
24 CFR 983.56(c)

HANO may establish local requirements designed to promote PBV assistance in partially assisted buildings. A partially assisted building is a building in which there are fewer units covered by a HAP contract than residential units [24 CFR 983.3].

HANO may establish a per-building cap on the number of units that will receive PBV assistance or other project-based assistance in a multifamily building containing excepted units or in a single-family building. HANO may also determine not to provide PBV assistance for excepted units, or HANO may establish a per-building cap of less than 25 percent.
22.7 Site Selection Standards
24 CFR 983.57(b)

22.7.1 Compliance with PBV Guidelines, Civil Rights Requirements, and HQS Site Standards

HANO will select sites for PBV housing that provide for deconcentrating poverty and expanding housing and economic opportunities. In complying with this goal, HANO will limit approval of sites for PBV housing in census tracts that have poverty concentrations of 20 percent or less.

However, HANO may grant exceptions to the 20 percent standard where HANO determines that the PBV assistance will complement other local redevelopment activities designed to deconcentrate poverty and expand housing and economic opportunities in census tracts with poverty concentrations greater than 20 percent, such as sites in:

- A census tract in which the proposed PBV 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 PBV 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.

All units selected for PBV assistance must meet housing quality standards and/or other local standards developed by HANO. For more on PBV program housing quality standards, see the chapter on Housing Quality Standards.

22.7.2 Existing and Rehabilitated Housing Site and Neighborhood Standards
24 CFR 983.57(d)

HANO will not enter into an agreement to 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 persons;
- Be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services equivalent to those found in neighborhoods consisting largely of unassisted similar units; and
• Be located so that travel time and cost via public transportation or private automobile from the neighborhood to places of employment is not excessive.

22.7.3 New Construction Site and Neighborhood Standards
24 CFR 983.57(e)

In order to be selected for PBV 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 HANO 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 residents in the area.

• The site must promote a greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons;

• The neighborhood must not be one that is seriously detrimental to family life or in which substandard dwellings or other undesirable conditions predominate;

• The housing must be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services equivalent to those found in neighborhoods consisting largely of unassisted similar units; and

• Except for housing designed for elderly persons, the housing must be located so that travel time and cost via public transportation or private automobile from the neighborhood to places of employment is not excessive.

22.8 Environmental Review
24 CFR 983.50, 24 CFR 983.58

HANO activities under the PBV program are subject to HUD environmental regulations in 24 CFR parts 50 or 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.). HANO will not enter into a HAP contract until the owner has complied with the environmental review requirements and the review is completed.

HANO may not enter into an agreement to enter into a HAP contract nor 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 PBV 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.

HANO may not enter into an agreement to enter into a HAP contract or a HAP contract with an owner; HANO, the owner, 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 PBV activities under
this part, until the environmental review is completed.

HANO will supply all available, relevant information necessary for the responsible entity to perform any
required environmental review for any site. HANO will require the owner to carry out mitigating measures
required by the responsible entity (or HUD, if applicable) as a result of the environmental review.

22.9 PROJECT BASED VOUCHER PROGRAM HOUSING QUALITY STANDARDS
4 CFR 983.101

The housing quality standards (HQS) for the tenant-based program or other local standards established by
HANO, including those for special housing types, generally apply to the PBV program.

22.9.1 Lead-Based Paint
24 CFR 983.101(c)

The lead-based paint requirements for the tenant-based Voucher program do not apply to the PBV program.
Instead, the Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-
based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24

22.9.2 Housing Accessibility for Persons with Disabilities

Housing selected for the PBV program must comply with program accessibility requirements of section 504
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 C.F.R. 100.205, as applicable.

22.9.3 Pre-selection Inspection
24 CFR 983.103(a)

HANO will examine the proposed site before the proposal selection date. If the units to be assisted already
exist, HANO will inspect all the units 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. However, HANO may not execute the HAP contract until the units
fully comply with HQS.

22.9.4 Pre-HAP Contract Inspections
24 CFR 983.103(b)

HANO will inspect each contract unit before execution of the HAP contract. HANO will not enter into a HAP
contract covering a unit until the unit fully complies with HQS.

22.9.5 Turnover Inspections
24 CFR 983.103(c)

Before providing assistance to a new family in a contract unit, HANO will inspect the unit. HANO will not
provide assistance on behalf of a family until the unit fully complies with HQS.

22.9.6 Annual Inspections Biennial Inspections
24 CFR 983.103(d)

At least biennially during the term of the HAP contract, HANO must inspect a random sample, consisting of
at least 20 percent of the contract units in each building, to determine if the contract units and the premises
are maintained in accordance with the HQS. Turnover inspections are not counted toward meeting this
inspection requirement.
If more than 20 percent of the sample of inspected contract units in a building fail the initial inspection, then HANO must reinspect 100 percent of the contract units in the building.

HANO may also use the procedures applicable to HCV units in 24 CFR 982.406.

Annually during the term of the HAP contract, HANO will inspect each unit 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.

22.9.7 Other Inspections
24 CFR 983.103(e)
HANO will inspect contract units whenever needed to determine that the contract units comply with HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. HANO will take into account complaints and any other information coming to its attention in scheduling inspections.

HANO will conduct follow-up inspections needed to determine if the owner (or, if applicable, the family) has corrected an HQS violation, and must conduct inspections to determine the basis for exercise of contractual and other remedies for owner or family violation of HQS. In conducting HANO supervisory quality control HQS inspections, HANO will include a representative sample of both tenant-based and project-based units.

22.9.8 Inspecting HANO-owned Units
24 CFR 983.103(f)
In the case of HANO-owned units, the inspections required under this section must be performed by an independent agency designated in accordance with 24 CFR 983.59, rather than by HANO.

22.9.9 Mixed-Finance Properties
24 CFR 983.103(a)
In the case of a property assisted with PBVs that is subject to an alternative inspection, HANO may rely upon inspections conducted at least triennially to demonstrate compliance with the inspection requirement of 24 CFR 982.405(a).

22.10 HAP Contract for Rehabilitated or Newly Constructed Units
24 CFR 983.151
When selecting a proposal for rehabilitated or newly constructed units, HANO will not enter into an agreement or HAP contract until construction of the units is completed and the units have been determined to comply with HQS or such other local standard. Upon selection, and prior to execution of the HAP contract, HANO may send an award letter notifying the owner of the project’s selection.

22.10.1 Agreement to Enter into HAP Contract

In order to offer PBV assistance in rehabilitated or newly constructed units, HANO will enter into an agreement to enter into HAP contract (Agreement) with the owner of the property. The Agreement will be in the form required by HUD [24 CFR 983.152(a)].

In the Agreement the owner agrees to develop the PBV contract units to comply with HQS, and HANO agrees that upon timely completion of such development in accordance with the terms of the Agreement, HANO will enter into a HAP contract with the owner for the contract units [24 CFR 983.152(b)].

22.10.2 Content of the Agreement
24 CFR 983.152(c)
At a minimum, the Agreement must describe the following features of the housing to be developed and assisted under the PBV program:

- Site and the location of the contract units;
- Number of contract units by area (size) and number of bedrooms and bathrooms;
- Services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent;
- Utilities available to the contract units, including a specification of utility services to be paid by the owner and utility services to be paid by the tenant;
- An indication of whether or not the design and construction requirements of the Fair
Housing Act and section 504 of the Rehabilitation Act of 1973 apply to units under the Agreement. If applicable, any required work item resulting from these requirements must be included in the description of work to be performed under the Agreement;

- Estimated initial rents to owner for the contract units;
- Description of the work to be performed under the Agreement. For rehabilitated units, the description must include the rehabilitation work write up and, where determined necessary by HANO, specifications and plans. For new construction units, the description must include the working drawings and specifications.
22.10.3 Execution of the Agreement
24 CFR 983.153, FR Notice 11/24/08

The Agreement will be executed promptly after HANO notice of proposal selection to the selected owner. Generally, HANO may not enter into the Agreement with the owner until the subsidy layering review is completed. Likewise, HANO may not enter into the Agreement until the environmental review is completed and HANO has received environmental approval. However, HANO may not conduct a subsidy layering review in the case of a HAP contract for an existing structure or if the applicable state or local agency has conducted such a review. Similarly, environmental reviews may not be conducted for existing structures unless otherwise required by law or regulation.

22.10.4 Labor Standards
24 CFR 983.154(b)

If an Agreement covers the development of nine or more contract units (whether or not completed in stages), the 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 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. HANO will monitor compliance with labor standards.

22.10.5 Equal Opportunity
24 CFR 983.154(c)

The 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 owner must also comply with federal equal employment opportunity requirements.

22.10.6 Owner Disclosure
24 CFR 983.154(d) and (e)

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, the HAP contract, or HUD regulations.

22.10.7 Evidence of Completion
24 CFR 983.155(b)

At a minimum, the owner must submit the following evidence of completion to HANO in the form and manner required by HANO:

- 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 HANO’s discretion, the agreement may specify additional documentation that must be submitted by the owner as evidence of housing completion.
22.10.8 HANO Acceptance of Completed Units
24 CFR 983.156

Upon notice from the owner that the housing is completed, HANO will inspect to determine if the housing has been completed in accordance with applicable requirements, including compliance with HQS and any additional requirements imposed under the RFP or award letter. HANO will also determine if the owner has submitted all required evidence of completion.

If the work has not been completed in accordance with the Agreement, HANO will not enter into the HAP contract.

If HANO determines the work has been completed in accordance with the foregoing and that the owner has submitted all required evidence of completion, HANO will execute the HAP contract with the owner.

22.10.9 Broadband Infrastructure
24 CFR 983.157

Any new construction of substantial rehabilitation of a building with more than four (4) rental units and where the date of the notice of owner proposal selection of the start of the rehabilitation while under a HAP contract is after January 19, 2017 must include installation of broadband infrastructure, as this term is also defined in 24 CFR 5.100, except where the owner determines and documents the determination that:

(a) The location of the new construction or substantial rehabilitation makes installation of broadband infrastructure infeasible;
(b) The cost of installing broadband infrastructure would result in a fundamental alteration in the nature of its program or activity or in an undue financial burden; or
(c) The structure of the housing to be substantially rehabilitated makes installation of broadband infrastructure infeasible.

Substantial rehabilitation, for the purposes of when installation of broadband infrastructure is required as part of substantial rehabilitation of multifamily rental housing, is defined as work that involves:

1. Significant work on the electrical system of the multifamily rental housing. "Significant work" means complete replacement of the electrical system or other work for which the pre-construction cost estimate is equal to or greater than 75 percent of the cost of replacing the entire electrical system. In the case of multifamily rental housing with multiple buildings with more than 4 units, "entire system" refers to the electrical system of the building undergoing rehabilitation; or

2. Rehabilitation of the multifamily rental housing in which the pre-construction estimated cost of the rehabilitation is equal to or greater than 75 percent of the total estimated cost of replacing the multifamily rental housing after the rehabilitation is complete. In the case of multifamily rental housing with multiple buildings with more than 4 units, the replacement cost must be the replacement cost of the building undergoing rehabilitation.

22.11 HOUSING ASSISTANCE PAYMENTS CONTRACT
24 CFR 983.203, FR Notice 11/24/08

HANO will enter into a HAP contract with an owner for units that are receiving PBV 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.

22.11.1 Contract Information
24 CFR 983.203, FR Notice 11/24/08

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;

• The number of units in any project that will exceed the 25 percent per project 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.

22.11.2 Execution of the HAP Contract
24 CFR 983.204

HANO will not enter into a HAP contract until each contract unit has been inspected and HANO has determined that the unit complies with the housing quality standards (HQS).
For existing housing, the HAP contract must be executed promptly after HANO selects the owner proposal and inspects the housing units. For newly constructed or rehabilitated housing the HAP contract must be executed after HANO has inspected the completed units 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.

22.11.3 Term of HAP Contract
FR Notice 11/24/08

HANO may enter into a HAP contract with an owner for an initial term of no less than one year and no more than 15 years. The term of all PBV HAP contracts will be negotiated with the owner on a case-by-case basis.

Prior to expiration of the HAP contract, HANO may extend the term of the contract for an additional term of up to 15 years if HANO 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 HANO at the time of the extension. When determining whether or not to extend an expiring PBV contract, HANO will consider whether such extension is in the interests of HANO and its low-income clients.

22.11.4 Termination by HANO
24 CFR 983.205(c)

The term of HANO's contractual commitment is subject to the availability of sufficient appropriated funding. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, HANO may terminate the HAP contract by notice to the owner.

If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, HANO may terminate the HAP contract by notice to the owner. The termination must be implemented in accordance with HUD instructions.

22.11.5 Termination by Owner
24 CFR 983.205(d) , FR Notice 11/24/08

If in accordance with program requirements the amount of rent to an owner for any contract unit is reduced below the amount of the rent to owner at the beginning of the HAP contract term, the owner may terminate the HAP contract by giving notice to HANO. In this case, families living in the contract units must be offered tenant-based assistance.

22.11.6 Remedies for HQS Violations
24 CFR 983.207(b)

HANO will not make any HAP payment to the owner for a contract unit during any period in which the unit does not comply with HQS or comparable local standard. If HANO determines that a contract does not comply with such standard, HANO 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.

HANO will abate and terminate PBV HAP contracts for non-compliance with HQS in accordance with the policies used in the tenant-based voucher program.

22.12 Amendments to Housing Assistance Payments Contract

22.12.1 Substitution of Contract Units
24 CFR 983.206(a)
At HANO’s discretion, 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, HANO will inspect the proposed unit and determine the reasonable rent for the unit.

22.12.2 Addition of Contract Units
24 CFR 983.206(b)

At HANO’s discretion, and during the three-year period following the execution date of the HAP contract, a HAP contract may be amended to add additional PBV units in the same building. This type of amendment is subject to all PBV program requirements except that a new PBV proposal is not required.

HANO may consider adding contract units to the HAP contract when HANO determines that additional housing is needed to serve eligible low-income families. Circumstances may include, but are not limited to:

- the local housing inventory is reduced due to a disaster (either due to loss of housing units, or an influx of displaced families); and
- voucher holders are having difficulty finding units that meet program requirements.

22.13 HAP CONTRACT ANNIVERSARY AND EXPIRATION DATES
24 CFR 983.206(c), 983.302(e)

The HAP contract year is the period of 12 calendar months preceding each annual anniversary of the HAP contract during 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 in cases where contract 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.

22.14 OWNER RESPONSIBILITIES UNDER THE HAP CONTRACT
24 CFR 983.209

When the owner executes the HAP contract, he or she certifies that at such execution and at all times during the term of the HAP contract that:

- 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 referred by HANO, and the lease is in accordance with the HAP contract and HUD requirements;
- To the best of the owner’s knowledge the family resides in the contract unit for which the owner is receiving HAP, and the unit is the family’s only residence;
- The owner (including a principal or other interested party) is not the spouse, parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit;
• The amount of the HAP the owner is receiving is correct under the HAP contract;
• The rent for contract units does not exceed rents charged by the owner for comparable unassisted units;
• Except for HAP and tenant rent, the owner has not received and will not receive any other payment or consideration for rental of the contract unit; and
• The family does not own or have any interest in the contract unit.

22.15 ADDITIONAL HAP REQUIREMENTS

22.15.1 Housing Quality and Design Requirements
24 CFR 983.101(e), 983.207(a)

The owner is required to maintain and operate the contract units and premises in accordance with HQS or such other local standards. The owner must provide all the services, maintenance, equipment, and utilities specified in the HAP contract with HANO 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.

HANO may elect to establish additional requirements for quality, architecture, or design of PBV housing. Any such additional requirements must be specified in the agreement to enter into a HAP contract and the HAP contract. These requirements must be in addition to, not in place of, compliance with HQS.

HANO will identify the need for any special features on a case-by-case basis depending on the intended occupancy of the PBV project. HANO will specify any special design standards or additional requirements in the invitation for PBV proposals, the agreement to enter into HAP contract, and the HAP contract.

22.16 VACANCY PAYMENTS
CFR 983.352(b)

HANO will not provide vacancy payments.

22.17 PROJECT-BASED PARTICIPANTS
24 CFR 982

Many of the provisions of the tenant-based voucher regulations also apply to the PBV program. This includes requirements related to determining eligibility and selecting applicants from the wait list. Even with these similarities, there are requirements that are unique to the PBV program.

22.17.1 Eligibility for PBV Assistance
24 CFR 983.251(a)(b)

HANO may select families for the PBV program from those who are participants in HANO’s tenant-based voucher program, from those who have applied for admission to the voucher program, owner referrals to a PB SBWL, and/or from those who have applied to the Project-Based program.

For voucher participants, eligibility was determined at original admission to the voucher program and does not need to be re-determined at the commencement of PBV assistance. For all others, eligibility for admission must be determined at the commencement of PBV assistance.

Applicants for PBV 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 HANO, have income at or below eligible 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 and consent to HANO’s collection and use of family information regarding income, expenses, and family composition. An applicant family must also meet HANO’s requirements related to criminal record screening.

HANO will determine an applicant family’s eligibility for the PBV program in accordance with the policies in the chapter on Eligibility.

22.17.2 In-Place Families
24 CFR 983.251(b)
An eligible family residing in a proposed PBV contract unit on the date a proposal is selected by HANO is considered an “in-place family.” These families are afforded protection from displacement. 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 will be placed on HANO’s wait list. If the family’s continued eligibility for PBV assistance is determined (HANO may deny assistance to an in-place family for the grounds specified in 24 CFR 982.552 and 982.553), the family will be given an absolute selection preference and HANO will refer these families to the project owner for an appropriately sized PBV unit in the project. Admission of eligible in-place families is not subject to income targeting requirements.

This protection from displacement does not apply to families that are not eligible to participate in the program on the proposal selection date.

22.18 PBV WAIT LIST
22.18.1 Organization of the Wait List
24 CFR 983.251
HANO established separate waiting lists for PBV units for each individual project/building. HANO notified applicants on the tenant-based waiting list of the opportunity to be placed on any/all PB waiting lists. When applicants on the tenant-based waiting list elected to have their name on the PBV waiting list they maintained their master waiting list sequence number.

22.18.2 Placement on the PBV SBWL
HANO may use date and time of application or a drawing or other random choice technique to determine placement on the PB SBWLs. The specific method used for placement on the SBWL will be stated in the HANO’s public notice. HANO will ensure that there is a clear audit trail to verify that each applicant has been selected in accordance with regulatory and agency requirements.

Applicants who have already applied to a PB SBWL may add their name to additional SWBLs at any time, provided that the applicable SWBLs are open. If an applicant submits multiple pre-applications, HANO will add the client to each waiting list in accordance with the date and time and/or the randomly selected order of the corresponding pre-application. For example, if the applicant submits a pre-application for Development 1 on 5/12/13 and Development 2 on 6/5/14, the applicant will have a different date and time of application for each development.

22.18.3 Selection from the Wait List
24 CFR 983.251
Applicants who will occupy units with PBV assistance must be selected from HANO’s wait list. HANO may place families referred by the owner onto the PBV Site-Based Waiting List. HANO may establish selection criteria or preferences for occupancy of particular PBV units. At least 75 percent of the families admitted to HANO’s tenant-based and project-based voucher programs during HANO’s fiscal year from the wait list must be extremely-low income families. The income targeting requirement applies to the total of admissions to both programs.

22.18.4 Units with Accessibility Features
24 CFR 983.251(c)(7)
When selecting families to occupy PBV units that have special accessibility features for persons with disabilities, HANO and/or owners must first refer families who require such features to the owner.

**22.18.5 Preferences**
24 CFR 983.251(d) , FR Notice 11/24/08

HANO may use the same selection preferences that are used for the tenant-based voucher program, or establish selection criteria or preferences for the PBV program as a whole. HANO may also establish a selection preference for occupancy of particular PBV developments or units. HANO will provide an absolute selection preference for eligible in-place families as described above.

Although HANO is prohibited from granting preferences to persons with a specific disability, HANO may give preference to disabled families who need services offered at a particular project or site if the preference is limited to families (including individuals):

- With disabilities that significantly interfere with their ability to obtain and maintain themselves in housing;
- Who, without appropriate supportive services, will not be able to obtain or maintain themselves in housing; and
- For whom such services cannot be provided in a non-segregated setting.

In advertising such a project, the owner may advertise the project as offering services for a particular type of disability; however, the project must be open to all otherwise eligible disabled persons who may benefit from services provided in the project. In these projects, disabled residents may not be required to accept the particular services offered as a condition of occupancy.

If HANO has projects with more than 25 percent of the units receiving project-based assistance because those projects include “excepted units” (units specifically made available for elderly or disabled families, or families receiving supportive services), HANO will give preference to such families when referring families to these units [24 CFR 983.261(b)].

**22.19 Offer of PBV Assistance**
24 CFR 983.251(e)(3)

If a family refuses HANO’s offer of PBV assistance, such refusal does not affect the family’s position on the wait list for tenant-based assistance.

HANO is prohibited from taking any of the following actions against a family who has applied for, received, or refused an offer of PBV assistance:

- Refuse to list the applicant on the wait list for tenant-based voucher assistance;
- Deny any admission preference for which the applicant qualifies;
- Change the applicant’s place on the wait list based on preference, date, and time of application, or other factors affecting selection under HANO’s selection policy;
- Remove the applicant from the tenant-based voucher wait list.

HANO shall remove an applicant from the PBV SBWL when the applicant refuses an offer of housing and does not have a verifiable good cause for the refusal. In such cases, applicants will retain their position on all other site-based waiting lists to which they have applied. Good cause for a refusal includes but is not limited to, family death, medical and/or legal emergencies. If an applicant has good cause for refusal, they will maintain their position on the SBWL. Once a PBV applicant is housed in a PB unit, the applicant’s
name will be removed from all other PBV site based waiting lists. The applicant’s position on the tenant-based waiting list will remain unchanged.

22.19.1 Disapproval by Landlord
24 CFR 983.251(e)(2)

If a PBV owner rejects a family for admission to the owner’s units, such rejection may not affect the family’s position on HANO tenant-based voucher wait list.

22.20 FAMILY BRIEFING
24 CFR 983.252

When a family accepts an offer for PBV assistance, HANO will give the family a verbal briefing. The briefing may include information on how the program works and the responsibilities of the family and owner. In addition to the oral briefing, HANO will provide a briefing packet that explains how HANO determines the total tenant payment for a family, the family obligations under the program, and applicable fair housing information.

22.20.1 Persons with Disabilities

If an applicant family’s head or spouse is disabled, HANO, in accordance with 24 CFR 8.6, conduct an oral briefing and provide a written information packet as applicable. This may include making alternative formats available. In addition, HANO will have a mechanism for referring a family that includes a member with a mobility impairment to an appropriate accessible PBV unit.

22.20.2 Persons with Limited English Proficiency

HANO will take reasonable steps to assure access by persons with limited English proficiency in accordance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166.

22.20.3 Family Obligations
24 CFR 982.551

Refer to 15.2 Family Obligations for list of family obligations.

22.21 OWNER SELECTION OF TENANTS
24 CFR 983.253(b)

The 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 related to program eligibility and an applicant’s ability to fulfill their obligations under the lease. An owner must promptly notify in writing any rejected applicant of the grounds for any rejection.

22.21.1 Leasing
24 CFR 983.253(a)

During the term of the HAP contract, the owner must lease contract units to eligible families that have been deemed eligible by HANO. The contract unit leased to the family must be the appropriate size unit for the size of the family, based on HANO’s subsidy standards.

22.21.2 Filling Vacancies
24 CFR 983.254(a)

The owner must promptly notify HANO of any vacancy or expected vacancy in a contract unit. After receiving such notice, HANO will make every reasonable effort to promptly refer a sufficient number of families for the owner to fill such vacancies. HANO and the owner must make reasonable efforts to minimize the likelihood and length of any vacancy. The owner shall maintain records of all wait list outreach, offers of housing and reasons for rejection. Such records must be made available to HANO upon request.
22.21.3 Reduction in HAP Contract Units Due to Vacancies
24 CFR 983.254(b)
If any contract units have been vacant for 120 or more days since owner notice of the vacancy, HANO may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (according to the bedroom size) that have been vacant for this period.

22.22 Tenant Screening
24 CFR 983.255

22.22.1 HANO Responsibility

HANO is not responsible or liable to the owner or any other person for the family’s behavior or suitability for tenancy. However, HANO may opt to screen applicants for family behavior or suitability for tenancy and may deny applicants based on such screening. HANO will not conduct screening to determine a PBV applicant family’s suitability for tenancy.

HANO will provide the owner with an applicant family’s current and prior address (as shown in HANO records) and the name and address (if known by HANO) of the family’s current landlord and any prior landlords.

HANO may not disclose to the owner any confidential information provided in response to a request for documentation of domestic violence, dating violence, sexual assault, or stalking except at the written request or with the written consent of the individual providing the documentation.

22.22.2 Owner Responsibility

Owners are responsible for determining the suitability of prospective tenants. The owner is responsible for screening and selection of the family to occupy the owner’s unit. When screening families the owner may consider a family’s history with respect to the following factors:

- Payment of rent and utility bills;
- Caring for a unit and premises;
- Respecting the rights of other residents 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.

22.23 Lease
24 CFR 983.256

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.

22.23.1 Form of Lease
24 CFR 983.256(b)

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 HANO tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HANO.

If the owner does not use a standard lease form for rental to unassisted tenants, the owner may use another form of lease.
HANO may review the owner’s lease form to determine if the lease complies with state and local law. If HANO determines that the lease does not comply with state or local law, HANO may decline to approve the tenancy.

**22.23.2 Lease Requirements**  
24 CFR 983.256(c)

The lease for a PBV 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;
- 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.

**22.23.3 Tenancy Addendum**  
24 CFR 983.256(d)

The tenancy addendum in the lease must state:

- The program tenancy requirements;
- The composition of the household as approved by HANO (the names of family members and any HANO-approved live-in aide); and
- All provisions in HUD-required tenancy addendum must be included in the lease. The terms of the tenancy addendum prevail over other provisions of the lease.

**22.23.4 Initial Term and Lease Renewal**  
24 CFR 983.256(f), 983.257(b)

The initial lease term must be for at least two years. Upon expiration of the lease, an owner may renew the lease, refuse to renew the lease for “good cause,” or refuse to renew the lease without good cause. If the owner refuses to renew the lease without good cause, HANO will provide the family with a tenant-based voucher and remove the unit from the PBV HAP contract.

**22.23.5 Changes in the Lease**  
24 CFR 983.256(e)

If the tenant and owner agree to any change in the lease, the change must be in writing, and the owner must immediately give HANO a copy of all changes.

The owner must notify HANO 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 HANO and in accordance with the terms of the lease relating to its amendment.

HANO will redetermine 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 redetermined reasonable rent will be used in calculation of the rent to owner from the effective date of the change.
22.23.6 Owner Termination of Tenancy
24 CFR 983.257

With two exceptions, the owner of a PBV unit may terminate tenancy for the same reasons an owner may in the tenant-based voucher program. In the PBV 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-residential purpose.

22.23.7 Non-Compliance with Supportive Services Requirement
24 CFR 983.257(c), FR Notice 11/24/08

If a family is living in a project-based unit because of participation in a supportive services program (i.e., 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 owner.

22.23.8 Tenant Absence from the Unit Family Absent from the Unit
24 CFR 983.256(g), 982.312(a)

The owner may specify in the lease a maximum period of tenant family's absence from the unit that is shorter than the maximum period permitted by HANO policy. According to program requirements, the family's assistance must be terminated if the entire family is absent from the unit for more than 90 consecutive days. The family may not be absent from the unit for a period of more than 90 consecutive calendar days in any circumstance or for any reasons. The family and the HAP contract must be terminated except that the PBV unit is not terminated from the HAP contract.

22.23.9 Security Deposits
24 CFR 983.256

The owner may collect a security deposit from the tenant. HANO may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.

Subject to state and local law, HANO will allow the owner to collect a security deposit amount the owner determines is appropriate. When the tenant moves out of a contract unit, the 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.

HANO has no liability or responsibility for payment of any amount owed by the family to the owner.

When the tenant moves out of a contract unit, the 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 owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used to reimburse the owner, the 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.

HANO has no liability or responsibility for payment of any amount owed by the family to the owner.

22.24 OVERCROWDED, UNDER-OCCUPIED AND ACCESSIBLE UNITS
24 CFR 983.259
If HANO determines that a family is occupying a PBV unit that is the incorrect size, based on HANO’s subsidy standards, or a PBV unit with accessibility features that the family does not require, and the unit is
needed by a family that does require such features, HANO will notify the family and the owner of this determination, and HANO will offer the family the opportunity to receive continued housing assistance in another unit.

HANO will notify the family and the owner of the family’s need to move based on the occupancy of a wrong-size or accessible unit. HANO may offer the family the following types of continued assistance, based on the availability of assistance:

- PBV assistance in the same building or project;
- PBV assistance in another project; and
- Tenant-based voucher assistance.

If HANO offers the family a tenant-based voucher, HANO will terminate the housing assistance payments for the wrong-sized or accessible unit at expiration of the term of the family’s voucher (including any extension granted by HANO).

When HANO offers a family another form of assistance that is not a tenant-based voucher, the family will be given 30 calendar days from the date of the offer to accept the offer and move out of the PBV unit. If the family does not move out within this 30-day time frame, HANO will terminate the housing assistance payments at the expiration of this 30-day period. HANO may make exceptions to this 30-day period if needed as a reasonable accommodation or for reasons beyond the family’s control such as death, serious illness, or other medical emergency of a family member.

### 22.25 FAMILY LEASE TERMINATION

24 CFR 983.260261

The family may terminate the lease at any time after the initial term. The family must give advance written notice to the owner in accordance with the lease and provide a copy of such notice to HANO. If the family wishes to move with continued tenant-based assistance, the family must contact HANO to request the rental assistance prior to providing notice to terminate the lease.

If the family terminates the lease in accordance with these requirements, HANO will offer the family the opportunity for continued tenant-based assistance, in the form of a voucher or other comparable tenant-based rental assistance. If voucher or other comparable tenant-based assistance is not immediately available upon termination of the family’s lease in the PBV unit, HANO will give the family priority to receive the next available opportunity for continued tenant-based assistance.

If the family terminates the assisted lease before the end of the first year, the family relinquishes the opportunity for continued tenant-based assistance.

### 22.26 EXCEPTIONS TO THE OCCUPANCY CAP

24 CFR 983.261262,
FR Notice 11/24/08

HANO will not pay housing assistance under a PBV HAP contract for more than 25 percent of the number of dwelling units in a project unless the units are [24 CFR 983.56]:

- In a single-family building;
- Specifically made available for elderly or disabled families; or
- Specifically made available for families receiving supportive services as defined by HANO. At least one member must be receiving at least one qualifying supportive service.
If a family at the time of initial tenancy is receiving and while the resident of an excepted unit has received Family Self-Sufficiency (FSS) supportive services or any other service as defined as defined by HANO and successfully completes the FSS contract of participation or the supportive services requirement, the unit continues to count as an excepted unit for as long as the family resides in the unit.

A family (or remaining members of a family) residing in an excepted unit that no longer meets the criteria for a “qualifying family” in connection with the 25 percent per project cap exception (e.g., the family does not successfully complete supportive services requirements, or due to a change in family composition the family is no longer elderly or disabled), must vacate the unit within a reasonable period of time established by HANO, and HANO will cease paying housing assistance payments on behalf of the non-qualifying family.

If the family fails to vacate the unit within the established time, the unit must be removed from the HAP contract unless the project is partially assisted, and it is possible for the HAP contract to be amended to substitute a different unit in the building in accordance with program requirements; or the owner terminates the lease and evicts the family. The housing assistance payments for a family residing in an excepted unit that is not in compliance with FSS criteria or FSS unit requirements must be terminated by HANO.

HANO will not provide PBV assistance for excepted units.

22.27 RENT TO OWNER
24 CFR 983.301(a)(2)

The amount of the initial rent to an owner of units receiving PBV assistance is established at the beginning of the HAP contract term.

22.27.1 Rent Limits
24 CFR 983.301(b)

The rent to owner will not exceed the lowest of the following amounts:

- An amount determined by HANO, not to exceed 110 percent of the applicable fair market rent (or any HANO exception payment standard) for the unit bedroom size minus any utility allowance;
- The reasonable rent;
- The rent requested by the owner.

22.27.2 Certain Tax Credit Units
24 CFR 983.301(c), FR Notice 11/24/08

For certain tax credit units, the rent limits are determined differently than for other PBV 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 HANO-determined amount (not to exceed 110 percent of the fair market rent or any approved exception payment standard);

For contract units that meet all of these criteria, the rent to owner must not exceed the lowest of:

- The tax credit rent minus any utility allowance;
- The reasonable rent; or
- The rent requested by the owner.

However, HANO may use the higher Section 8 rent for a tax credit unit if the tax credit rent is less than the amount that would be permitted under Section 8. In these cases, Section 8 rent reasonableness requirements must continue to be met.

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).

### 22.27.3 Exception Payment Standards and Utility Allowances

24 CFR 983.301(f)

When determining the initial rent to owner, HANO will use the most recently determined payment standard in effect and the utility allowance schedule in effect at execution of the HAP contract. When redetermining the rent to owner, HANO will use the most recently determined payment standard and the utility allowance schedule in effect at the time of redetermination.

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 PBV program.

The same utility allowance schedule applies to both the tenant-based and project-based voucher programs.

### 22.27.4 Rent Increase

24 CFR 983.302, FR Notice 11/24/08

If an owner wishes to request an increase in the rent to owner from HANO, 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 HANO. HANO may only approve rent increases in accordance with the rent limits described in this chapter. There are no provisions in the PBV program for special adjustments (i.e., 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 owner’s request for a rent increase must be submitted to HANO 60 calendar days prior to the anniversary date of the HAP contract and must include the new rent amount the owner is proposing. HANO 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.
22.27.5 Rent Decrease
24 CFR 983.302, FR Notice 11/24/08

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 owner requested a rent adjustment. See also, the chapter on Payment Standards and Utility Allowances for application of Payment Standards.

22.27.6 Notice of Rent Changes

The rent to owner is redetermined by written notice from HANO to the owner specifying the amount of the redetermined rent. HANO 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.

22.28 Reasonable Rent
24 CFR 983.303

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 will not exceed the reasonable rent for the unit as determined by HANO.

22.28.1 When Rent Reasonable Determinations are Required

HANO will redetermine the reasonable rent for a unit receiving PBV assistance whenever any of the following occur:

- There is a five percent or greater decrease in the published FMR in effect 60 calendar 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;
- HANO 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.

22.28.2 HANO-owned Units
24 CFR 983.301(g)

For HANO-owned PBV units, the initial rent to owner and the annual redetermination of rent at the anniversary of the HAP contract are determined by an independent entity approved by HUD.

HANO will use the rent to owner established by the independent entity.

22.28.3 Reasonable Rent Determination

The reasonable rent of a unit receiving PBV assistance is determined by comparison to rent for other comparable unassisted units. When making this determination, HANO will 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.

22.28.4 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,
HANO may require the owner to submit information on rents charged by the owner for other units in the premises or elsewhere.

22.28.5 Other Subsidy
24 CFR 983.304

At its discretion, a HANO may reduce the initial rent to owner because of other governmental subsidies, including grants and other subsidized financing.

For units receiving assistance under the HOME program, rents may not exceed rent limits as required by that program.

For units in any of the following types of federally subsidized projects, the rent to owner may not exceed the subsidized rent (basic rent) or tax credit rent as determined in accordance with requirements for the applicable federal program:

- An insured or non-insured Section 236 project;
- A formerly insured or non-insured Section 236 project that continues to receive Interest Reduction Payment following a decoupling action;
- A Section 221(d)(3) below market interest rate (BMIR) project;
- A Section 515 project of the Rural Housing Service;
- Any other type of federally subsidized project specified by HUD.

22.28.6 Combining Subsidy

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

22.28.7 Rent Control
24 CFR 983.305

In addition to the rent limits set by PBV program regulations, the amount of rent to owner may also be subject to rent control or other limits under local, state, or federal law.

22.29 HOUSING ASSISTANCE PAYMENTS
24 CFR 983.351

During the term of the HAP contract, HANO will 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 will be paid to the owner on or about the first day of the month for which payment is due, unless the owner and HANO agree on a later date.

HANO will 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 HANO is the rent to owner minus the tenant rent (total tenant payment minus the utility allowance).

In order to receive housing assistance payments, the owner must comply with all provisions of the HAP contract. Unless the owner complies with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.
22.30 TENANT RENT TO OWNER
24 CFR 983.353

The tenant rent is the portion of the contract rent paid by the family. The amount of tenant rent is determined by HANO in accordance with HUD requirements. Any changes in the amount of tenant rent will be effective on the date stated in HANO’s notice to the family and 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 HANO 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 owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by HANO. The owner must immediately return any excess payment to the tenant.

22.30.1 Tenant and HANO Responsibilities

The family is not responsible for the portion of rent to owner that is covered by the housing assistance payment and the owner may not terminate the tenancy of an assisted family for nonpayment by HANO. HANO is responsible only for making the housing assistance payment to the owner in accordance with the HAP contract. HANO is not responsible for paying tenant rent, or any other claim by the owner, including damage to the unit. HANO 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.

22.30.2 Utility Allowance Payments

If the amount of the utility allowance exceeds the total tenant payment, HANO will 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. HANO may pay the Utility Allowance Payment directly to the family or to the utility supplier on behalf of the family. If HANO chooses to pay the utility supplier directly, HANO will notify the family of the amount paid to the utility supplier.

22.31 OTHER FEES AND CHARGES
24 CFR 983.354

With the exception of PBV assistance in assisted living developments, the owner may not require the tenant to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy.

In assisted living developments receiving PBV assistance, the owner may charge for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of the reasonable rent. However, non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.

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.
CHAPTER 23: FAMILY SELF SUFFICIENCY

23.1 OVERVIEW

The Family Self-Sufficiency (FSS) program is designed to promote the development of strategies to coordinate the use of HCV assistance with public and private resources to enable families to achieve economic independence and self-sufficiency.

23.1.1 FSS Program Coordinating Committee

HANO has established the FSS Program Coordinating Committee (PCC) to assist the FSS Program in securing commitments from various public and private social services and resources for the operation of the FSS Program. The PCC routinely examines its membership in an effort to better serve the needs of FSS participants.

23.2 FSS ELIGIBLE PROGRAM PARTICIPANTS

HANO conducts outreach and solicits participation from current Housing Choice voucher participants.

- FSS family or participating family means a family who receives assistance under the HCV program who elects to participate in the FSS program and whose designated head has signed the Contract of Participation.

- Head of the FSS family means the adult member of the FSS family who is the head of household for purposes of determining income eligibility and rent.

- FSS participants may be selected from current tenants of HCV project-based units.

- HANO may refuse to select a family for participation in the FSS program for a second time if that family previously participated and did not meet its FSS obligations and was terminated from the program.

- HANO may deny admission to participants who owe HANO money related to their participation in the HCV or Public Housing programs.

HANO will consider families eligible for participation the FSS program under the following conditions:

- The family is a current HCV participant in compliance with its family obligations as defined by HUD regulations or HANO’s Administrative Plan.

- The family has attended an FSS briefing.

- The family has completed the FSS application.

HANO will give selection preference to incoming portable families with active FSS Contracts of Participation in accordance with the Portability policies, below, and in its FSS Action Plan.

23.3 FSS CONTRACT OF PARTICIPATION

The family and HANO set personal achievable goals and specific interim goals as a means to measure the family’s progress toward achieving economic independence. These goals are recorded in the family’s Individual Training and Service Plan (ITSP) based on information gathered during the family interview (see below, “FSS Participation”). The participant will be notified by mail to come in and sign the Contract of
Participation. Participants will also be informed that the goals in the ITSP can be modified as needed to reflect the changing needs of the family. The designated head of each family participating in the FSS Program will execute an FSS Contract of Participation with HANO. The initial term of the Contract is five years. The contract may be extended, in writing, and at the family’s request, for up to two additional years for good cause.

23.4 DENIAL OF PARTICIPATION

HANO may, at its discretion, deny participation in the FSS program to a family that previously participated in the program and was terminated for failure to meet its obligations as outlined in their Contract of Participation. HANO may also deny participation in the FSS program to a family that does not meet the requirements of the Family Selection Procedures, as described in this document. Families will be notified in writing of the decision.

Families denied participation in the FSS program may request an Informal Hearing to determine whether the decision was made in accordance with HUD regulations and the guidelines of this plan. The request for an Informal Hearing must be made in accord with informal hearing policies.

23.5 COMPLETION OF THE CONTRACT

The family’s contract will be considered completed if:

- The FSS family has fulfilled all obligations under the contract before the expiration of the contract term (or extension), or
- The family’s monthly adjusted income equals or exceeds the FMR for the size unit for which the family qualifies (voucher size in the HCV program); and
- The head of household certifies that no household member is receiving federal, state or local welfare assistance.

The contract may be completed before the five years have expired. The family does not have to be free of housing assistance to have completed the contract.

23.6 COORDINATION WITH HCV PROGRAM ASSISTANCE

FSS families must meet all required family obligations listed on their Housing Choice Voucher and the terms of their Assisted Lease.

Families being assisted by the HCV program are not required to participate in the FSS Program if it is offered to them. This decision will not affect their right to continued occupancy in accordance with their HCV program Assisted Lease. HANO will coordinate with participating HANO’s and applicable agencies to assist families in identifying housing opportunities in low poverty and non-impacted areas.

23.7 FSS PARTICIPATION

The individual training and services plan is a written plan that is prepared for the head of the FSS family (and each adult member of the FSS family who elects to participate) by HANO in consultation with the family member. The family’s individual training and services plan will designate which resources may be awarded to assist the family in fulfilling the terms of their FSS Contract of Participation. Individual needs of participating families are assessed by HANO staff, and when appropriate resources are available, referrals are made to other agencies that regularly provide job training programs and individualized case management.
HANO will create an escrow account for each FSS participant who obtains employment.

As the family’s earnings increase over time, the escrow account is credited with a portion of the amount of increased rent they pay due to increases in earned income.

- The family may withdraw funds from the escrow account for specific purposes while they are participating in the FSS program, provided they have met certain interim goals as determined by HANO.
- Upon completion of the FSS Contract of Participation, the family may receive the balance of their escrow account. Successful completion requires that the family no longer receive welfare assistance, although they may still receive housing assistance.

### 23.8 Escrow Account

24 CFR 984.305

Generally, as the family’s earnings increase over time, the escrow account is credited with a portion of the amount of increased rent they pay due to increases in earned income.

The family’s Annual Income, Earned Income, and Family Rent are inserted into the Contract of Participation at execution. These become the baseline figures for future escrow calculations. HANO will take these figures from the last reexamination or interim determination before the family’s initial participation in the FSS program, unless more than 120 calendar days will pass between the effective date of the reexamination and the effective date of the contract. HANO will conduct a new reexamination if more than 120 calendar days will have expired. Escrow credits are based on increase of earned income.

Other escrow account features include:

- Increases in income other than earned income do not contribute to the escrow credit.
- If additional family members are approved by HANO, their earned income is counted when computing the escrow regardless of whether they have an individual training and services plan.
- No credits will be made to the family’s FSS escrow account after the FSS family has completed the Contract of Participation or when the contract is terminated or otherwise nullified.
- Money in the escrow account may not be fully disbursed until all Contract of Participation goals are completed, or in accordance with “Interim Disbursements” policies, below.

### 23.8.1 Guidelines for Determining the FSS Credit for Very Low Income Families

HANO will determine the escrow credit for very-low-income families who have an increase in earned income using the calculations below:

- 30% of the current adjusted monthly income minus family rent (TTP or 30%) minus any increases in earned income since contract effective date
- Current family rent minus family rent at contract effective date
- The lesser result of these two calculations is the escrow credit for a very-low-income family. If the family’s adjusted annual income is below the low-income limit, but greater than the very-low-income limit, 30% of the amount by which the adjusted income exceeds the very-low-income limit is deducted from the estimated credit.
23.8.2 Guidelines for Determining the FSS Credit for Low Income Families

If the family’s adjusted annual income is above the very-low income limit, but within the low-income limit, there is an additional step in the calculation.

- 30% of the current adjusted monthly income minus family rent (TTP or 30%) minus any increases in earned income since contract effective date
- Current family rent minus family rent at contract effective date
- The lesser result of these two calculations is the escrow credit for a very-low-income family. If the family’s adjusted annual income is below the low-income limit, but greater than the very-low-income limit, 30% of the amount by which the adjusted income exceeds the very-low-income limit is deducted from the estimated credit
- If the family’s adjusted annual income increases to more than 80% of area median income, FSS credits are no longer made.

23.8.3 Timing of the Escrow Credit Calculations

- When the family is selected for the FSS program and executes a contract of participation, HANO will enter the baseline income data into the contract.
- There will not be an escrow calculation until the family has a qualifying increase in earned income after the date of the contract.
- Thereafter, whenever HANO conducts an annual or interim reexamination during the contract, HANO will also calculate the monthly escrow credit.
- HANO will follow its Administrative Plan to determine whether an interim reexamination should be conducted, and when increases will go into effect.
- If the family has one or more interim reexaminations during the year, the monthly escrow amount may change during the year. Otherwise, the monthly escrow credit will be the same for the entire period between annual reexaminations.

23.8.4 Crediting the Escrow Account

- HANO will deposit all escrowed credits into a single depository account.
- The IRS does not count the funds or interest on the funds in the escrow account as income for purposes of income taxes, either before or when the family actually receives the escrow.
- The total of the combined FSS account funds for families will be supported in HANO’s accounting records by a subsidiary ledger. This ledger will show the balance applicable to each FSS family.
- HANO may either credit the account monthly, since interim adjustments may change the amount of the credit, or the FSS worksheet credit calculations may be added for the 12 month period and HANO may make one adjustment.
- If HANO finds that a family did not report income they were required to report, HANO will not credit the family’s escrow account retroactively with any portion of the unreported income.
- In addition, if the family committed program fraud, it is grounds for termination from the HCV and programs, as well as the FSS program.
23.8.5 Investing the FSS Account

HANO will invest funds in the FSS account in HUD-approved investments specified in HUD Handbook REV. The investment income for funds in the FSS account will be prorated and credited to each family's FSS account. The credit will be based on the balance in each family's FSS account at the end of the investment income credit period.

Before applying the interest, HANO will verify whether:

- The owner has reported that the family has not paid rent or other amounts due under the lease.
- If the family owes these amounts, HANO will reduce the balance in the account by the amount owed before prorating the interest income. This is because the contribution to the escrow account is based on the amount of Family Rent actually paid by the family, not the amount of Family Rent charged.
- HANO will not submit IRS form 1099 to FSS families with escrow account balances or who receive final disbursements. This is not required by the IRS.

23.8.6 Reporting on the FSS Account

- HANO will make a report, at least once annually, to each FSS family on the status of the family's FSS account.
- HANO may opt to provide the report at the reexamination date, FSS contract anniversary date, the end of the calendar year, or any other time selected by HANO.
- At a minimum, the report will include:
  - The balance at the beginning of the reporting period;
  - The amount of the family's rent payment that was credited to the FSS account during the reporting period;
  - Any deductions made from the account for amounts due HANO before interest is distributed;
  - The amount of interest earned on the account during the year; and
  - The total in the account at the end of the reporting period.

23.8.7 Disbursing the FSS Account

- The amount in an FSS account, in excess of any amount owed to HANO by the FSS family, is paid to the head of the FSS family:
  - When the Contract of Participation has been completed (even if the contract term has not expired); or
  - Whenever the family's monthly adjusted income equals or exceeds the FMR for the unit size for which the family qualifies, based on HANO's occupancy standards (even if the five years is not up); and
  - When, at contract completion, the head of the family certifies that, to the best of his/her knowledge and belief, no family member receives Federal or State welfare assistance.
Even if the family is welfare free for 12 consecutive months before the contract expiration date, if the family has not met its other FSS obligations (obtained employment) the family is not eligible for the escrow.

An intergenerational family whose head becomes independent of welfare assistance but whose adult daughter with a child continues to receive welfare assistance is not eligible for the escrow because ALL family members must be free of federal and state welfare assistance.

23.8.8 Use of FSS Funds

The family may use the final disbursement of escrow account funds without restriction.

An FSS family may use its FSS escrow account funds for the purchase of a home, including a home:

- Under one of HUD's homeownership programs; or
- Under other Federal, State, or local homeownership programs.

Before disbursing the funds, HANO may verify that the family is no longer receiving welfare assistance by:

- Requesting contract of participation of documents; and
- Contacting the welfare agency.

HANO cannot restrict a family's use of FSS escrow account funds withdrawn by the family unless the funds are withdrawn to aid in the completion of an interim goal.

If a family receives an advance payment from their escrow account prior to completing the contract, the advance payment does not have to be repaid to HANO if they drop out of the FSS program, unless the payment was based on fraud or misinformation by the family.

23.8.9 Interim Disbursements

Generally, only one disbursement per calendar year will be approved during the term of the Contract of Participation. Requests for interim disbursements will be considered under the following conditions:

- Requests must be made in writing
- The family must be in compliance with all family obligations under the Housing Choice voucher Program;
- The funds are needed to complete goals in the family’s Contract of Participation and Individual Training and Service Plan, including expenses for things activities or purchases as:
  - School tuition (or other school costs);
  - Job training expenses;
  - Business start-up expenses; or
  - Car (when public transportation is unavailable or inaccessible to the family).
- Verification of requested amount must be provided (i.e., repair estimates, tuition bill, credit report, etc.)
- The family can verify that other resources were explored (i.e., child care assistance, federal student financial aid, etc.)
• The family has participated in the program for at least twelve months
• The family can demonstrate completion of and/or progression toward completion of at least one interim goal
• All disbursements will be in the form of a check. Checks may be made payable to the agency, business, or individual providing the required product or service.

The family will be notified in writing of the approval or denial of their request. Families denied the disbursement request may request an Informal Hearing to determine whether the decision was made in accordance with HUD regulations and the guidelines in this plan. Requests for an Informal Hearing must be made in writing in accord with informal hearing policies.

23.8.10 Final Disbursements

The participating family will receive a disbursement of their escrow funds upon successful completion of the Contract of Participation. The FSS Coordinator will meet with the family to discuss their request and the completion of their contract before processing the request. The family may use these funds for any purpose.

Final disbursements will be made under the following conditions:

• The request must be made in writing
• The family must certify that it no longer receives any federal, state, or other public assistance. This does not include Section 8 rental assistance or transitional assistance.
• The head of household must provide verification of suitable employment
• Any money owed to HANO will be withheld from the total escrow amount before disbursement

23.8.11 Forfeiting the Account

Amounts in the FSS account will be forfeited if:

• The Contract of Participation is terminated, or
• The Contract of Participation is completed but the family is receiving welfare assistance when the contract expires, including extensions.

If the head of the family dies and the remaining members of the family choose not to continue participating in the program and the contract obligations have not been met, the escrow funds would be forfeited.

If families do not pay their rents to the HCV owner, the funds may be forfeited because:

• Compliance with the applicable HCV lease is a family obligation under the contract; and
• Nonpayment of rent is grounds for terminating a family’s FSS participation and forfeiture of the escrow.

FSS account funds forfeited by the family will be treated as program receipts for payment of program expenses under HANO’s HCV budget.

The escrow funds may be used by HANO for HUD approved expenses such as HCV housing assistance payments.
23.9 Non-Compliance with FSS Requirements

HANO will conduct regular progress reviews with the family and outside-agency case managers. If any member of the family does not meet his or her responsibilities under this contract, the family will not receive the money in its FSS escrow account and HANO may:

- Stop supportive services for the family;
- Terminate the family’s participation in the FSS Program; and
- If the family is participating in the Rental Voucher Program, terminate the HCV assistance, when allowed by HUD requirements.

Families may request an Informal Hearing after being notified of a corrective action by HANO.

23.10 Termination of the Contract of Participation

24 CFR 982.55

HANO will terminate the family’s Contract of Participation if:

- The family and HANO agree to terminate the contract;
- HANO determines that the family has not fulfilled its responsibilities under the FSS Program;
- The family withdraws from the FSS program;
- An act occurs that is inconsistent with the purpose of the FSS program (i.e., noncompliance with the Housing Choice Voucher Program Family Obligations, fraud, or a violent or drug related criminal act);
- HANO is permitted to terminate the contract in accordance with HUD requirements;
- The family does not complete the contract prior to the expiration date; or
- The family exercises portability to a jurisdiction that does not have an FSS program or the family is not accepted into the new jurisdiction’s FSS program.

HANO may terminate or withhold assistance, the supportive services, and the FSS family’s participation in the FSS program, if HANO determines that the FSS family has failed to comply without good cause with the requirements of the Contract of Participation.

If the head of household refuses to seek or maintain suitable employment during the term of the contract, or fails to live up to other obligations under the contract, FSS staff will work with the family to determine the cause of the problem(s). If the problem(s) cannot be addressed successfully, the family will be terminated from the FSS program, and, according to program guidelines, forfeit any money in the escrow account.

23.11 Changes in Family Composition

- If the FSS family head leaves the household during the term of the contract, and the remaining family members want to continue participation in the FSS program, the new head of household may be designated as the FSS head and the contract will be revised to reflect the new head of the FSS family.
• If the head of the FSS family left the family after the expiration of the contract, the contract provides for the remaining family members to designate a family member to receive the escrow.

• If any family member with an individual training and services plan leaves the assisted family during the term of the FSS contract, HANO will delete the individual training and services plan for that family member. HANO will determine whether new or revised individual training and services plans need to be established for the family to continue its participation in the FSS program.

• If the initially designated head of the FSS family or any other family member with an individual training and services plan did not meet the obligations under the contract, HANO may terminate the FSS contract or terminate assistance under the program.

• If the head of household marries, household income increases, and 30% of the family’s adjusted monthly income equals or exceeds the Section 8 Existing Fair Market Rent, the family is entitled to the escrow, as long as they have met the other requirements for disbursement of the escrow.

• If a family with two adults splits up and HANO determines that the escrow should be paid, it may be paid if the family member continuing to reside in the unit in public housing or retaining the HCV assistance:
  • is already head of the FSS family, or
  • was not designated as head of the FSS family but now designates himself or herself to receive the escrow.

23.12 FSS Portability

23.12.1 Port-Ins

• HANO is not obligated to accept incoming portable FSS participants into the FSS program.

• A family participating in a HCV FSS program must lease an assisted unit within HANO’s jurisdiction for 12 months after the effective date of the FSS contract.

• The family exercising portability into the jurisdiction of the Housing Authority of New Orleans must notify HANO of their status in the FSS program.

• Incoming portable families will be given preference for acceptance into the FSS program, if slots are available.

• After the first 12 months of HANO FSS program participation, the family may move outside the jurisdiction of HANO.

23.12.2 Port-Outs

• FSS families will not be penalized in exercising their right to portability.

• HANO will not terminate a family’s assistance solely because they cannot participate in the FSS program in their new location.

• If a family is subject to termination in the FSS program because of failure to meet a contract obligation, the family will not be able to use portability moves to avoid consequences. In this case, HANO may exercise its authority to terminate the family’s HCV assistance.
• After 12 months from the effective date of the contract, if a HCV FSS family moves outside of HANO’s jurisdiction under portability, HANO may take one of the following actions:

• HANO may permit the family to continue to participate in its FSS program if the family demonstrates that it can meet its FSS responsibilities in the new location, or

• Coordinate the receiving housing authority’s acceptance to allow the family to participate in its FSS program, or

• HANO may terminate the contract in cases where the family cannot fulfill its obligations in the new location, or if the receiving housing authority does not allow the family to participate in its FSS program. In either of these cases, the family would forfeit the funds in the escrow account.

23.12.3 Transfer to the Receiving Housing Authority’s FSS Program

• A relocating family may participate in the FSS program of the receiving housing authority if approved by the receiving housing authority.

• If the receiving housing authority allows the family to participate, the receiving housing authority enters into a new contract with the family for the term remaining on the initial housing authority’s FSS contract. HANO will terminate its FSS contract with the family.

• The effective date of the contract between the family and the receiving housing authority is the first day of the month following the date the contract was signed by the family and the housing authority’s representative.

• The expiration date of the contract between the receiving housing authority and the family MUST be the same as the expiration date of the contract between HANO and the family.

• The receiving housing authority must use the amounts listed for Annual Income, Earned Income, and Family Rent (TTP) on the original Contract of Participation between HANO and the family.

23.12.4 Escrow Accounts

• The initial housing authority must transfer the family’s FSS escrow account balance when the family is absorbed by the receiving housing authority.

• Regardless of whether the relocating FSS family is in the initial or receiving housing authority’s program, there will be a single FSS account.

• The housing authority that is responsible to pay the housing assistance for the family will maintain the escrow account.

• If the receiving housing authority absorbs the family into its voucher program, HANO will transfer the family’s FSS account to the receiving housing authority, whether or not the receiving housing authority has an existing FSS program.

23.12.5 Monitoring Status

The housing authority which is party to the FSS contract will be responsible for monitoring the family’s FSS goal attainment, resource needs, and status. This will be HANO if the family remains in HANO’s FSS program. It will be the receiving housing authority if the family becomes a participant in the receiving housing authority’s FSS program.

23.12.6 Termination
• The housing authority that is a party to the contract and is monitoring the FSS status is responsible for determining whether the family has violated the FSS contract and whether the family’s HCV assistance should be terminated, in accordance with its FSS Action Plan policies.

• Where the family is not absorbed by the receiving housing authority, but is participating in the receiving housing authority’s FSS program, HANO will abide by the termination decision of the receiving housing authority.

• If a relocating FSS family is unable to fulfill its obligations under the FSS contract, the housing authority which is party to the FSS Contract of Participation may:
  ▪ Terminate the family from the FSS program and the family’s FSS account will be forfeited, and
  ▪ Terminate the family’s HCV assistance since the family failed to meet its obligations under the FSS contract.

• If the family’s FSS account is forfeited, the funds in the account will revert to the housing authority maintaining the FSS account for the family and will be treated as program receipts.

23.13 FSS REPORTING REQUIREMENTS

HANO will submit to HUD, in the form prescribed by HUD, a report regarding the FSS program. The report will include:

• A description of the activities carried out under the program;

• A description of the effectiveness of the program in assisting families to achieve economic independence and self-sufficiency;

• A description of the effectiveness of the program in coordinating resources of communities to assist families to achieve economic independence and self-sufficiency; and

• Any recommendation by HANO or the local program coordinating committee for legislative or administration action that would improve the FSS program and ensure the effectiveness of the program.
GLOSSARY OF SUBSIDIZED HOUSING TERMS

Absorption: In portability (under subpart H of this part 982): the point at which a receiving housing authority stops billing the initial housing authority for assistance on behalf of a portability family. The receiving housing authority uses funds available under the receiving housing authority consolidated Annual Contributions Contract.

Accessible: The facility or portion of the facility can be approached, entered, and used by individuals with physical handicaps.

Adjusted Income: Annual income, less allowable HUD deductions.

Adjusted Annual Income: Same as Adjusted Income.

Administrative Fee: Fee paid by HUD to HANO for administration of the program. See 24 CFR 982.152.

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. See 24 CFR 982.155. Administrative fee reserves from FY 2004 and 2005 funding are further restricted to activities related to the provision of tenant-based rental assistance authorized under Section 8.

Administrative Plan: The plan that describes HANO policies for administration of the tenant-based programs. The Administrative Plan and any revisions must be approved by HANO’s board and included as a supporting document to the HANO Plan. See 24 CFR 982.54.

Admission: The point when the family becomes a participant in the program. The date used for this purpose is the effective date of the first HAP contract for a family (first day of initial lease term) in a tenant-based program.

Annual Contributions Contract (ACC): The written contract between HUD and a PHA under which HUD agrees to provide funding for a program under the 1937 Act, and HANO agrees to comply with HUD requirements for the program.

Annual Income: The anticipated total 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 (applicant family): A family that has applied for admission to a program but is not yet a participant in the program.

Area Exception Rent: An amount that exceeds the published Fair Market Rent (FMR). See 24 CFR 982.504(b).

Assets: (See Net Family Assets.)

Budget Authority: An amount authorized and appropriated by the Congress for payment to HAs under the program. For each funding increment in a PHA program, budget authority is the maximum amount that may be paid by HUD to HANO over the ACC term of the funding increment.

Child: A member of the family other than the family head or spouse who is under 18 years of age.

Child Care Expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

Citizen: A citizen or national of the United States.
Co-head: An individual in the household who is equally responsible for the lease with the head of household. A family may have a co-head or spouse but not both. A co-head never qualifies as a dependent. The co-head must have legal capacity to enter into a lease.

Consent Form: Any consent form approved by HUD to be signed by assistance applicants and participants to obtain income information from employers and SWICAs; return information from the Social Security Administration (including wages, net earnings from self-employment, and retirement income); and return information for unearned income from the IRS. Consent forms expire after a certain time and may authorize the collection of other information to determine eligibility or level of benefits.

Continuously Assisted: An applicant is continuously assisted under the 1937 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 noncompliance 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 housing provider: For Project-Based Voucher (PBV) program, "covered housing provider," as such term is used in HUD's regulations in 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking) refers to the PHA or owner (as defined in 24 CFR 982.4), as applicable given the responsibilities of the covered housing provider as set forth in 24 CFR part 5, subpart L. For example, the PHA is the covered housing provider responsible for providing the notice of occupancy rights under YAWA and certification form described at 24 CFR 5.2005(a). In addition, the owner is the covered housing provider that may choose to bifurcate a lease as described at 24 CFR 5.2009(a), while the PHA is the covered housing provider responsible for complying with emergency transfer plan provisions at 24 CFR 5.2005(e).

Dating Violence: Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:

- The length of the relationship;
- The type of relationship; and
- The frequency of interaction between the persons involved in the relationship

Dependent: A dependent is a family member who is either under 18 years of age or a person of any age who is a person with a disability or a full-time student, except that the following persons can never be dependents: the head of household, spouse, co-head, foster children/adults and live-in aides.

Disability Assistance Expenses: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

Disabled Family: A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

Disabled Person: See Person with Disabilities.

Displaced Family: A family in which each member, or whose sole member, is a person displaced by
governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

**Domestic Violence:** Felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.
**GLOSSARY OF SUBSIDIZED HOUSING TERMS**

**Domicile:** The legal residence of the household head or spouse as determined in accordance with State and local law.

**Drug-Related Criminal Activity:** As defined in 42 U.S.C. 1437f(f)(5).

**Drug Trafficking:** The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

**Employer Identification Number (EIN):** The nine-digit taxpayer identifying number that is assigned to an individual, trust, estate, partnership, association, company, or corporation.

**Evidence of Citizenship or Eligible Status:** The documents which must be submitted to evidence citizenship or eligible immigration status.

**Extremely Low Income Family:** A family will be deemed as an Extremely Low Income Family when the family’s income does not exceed the higher of the following:

1) 30 percent of the median income as determined by HUD for Orleans Parish adjusted by the family composition size.
   - a) EXCEPTION: HUD may modify this requirement if determined that Orleans Parish has unusually high or low family incomes.

2) Federal poverty level, as established by the Department of Health and Human Services. 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 median income if HUD finds such variations are necessary due to unusually high or low family incomes.

**Facility:** All or any portion of buildings, structures, equipment, roads, walks, parking lots, rolling stock or other real or personal property or interest in the property.

**Fair Housing Act:** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988.

**Fair Market Rent (FMR):** The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. See periodic publications in the Federal Register in accordance with 24 C.F.R. part 888.

**Family:** Includes but is not limited to the following, and can be further defined in HANO policy:

- A family with or without children (the temporary absence of a child from the home due to placement in foster care is not considered in determining family composition and family size)
- An elderly family;
- A displaced family;
- The remaining member of a tenant family; or
- 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 Rent to Owner:** In the voucher program, the portion of rent to owner paid by the family.

**Family Self-Sufficiency Program (FSS program):** The program established by HANO to promote self-
sufficiency of assisted families, including the coordination of supportive services.

**Family Share**: The portion of rent and utilities paid by the family.

**Family Unit Size**: The appropriate number of bedrooms for a family, as determined by HANO under HANO subsidy standards.

**Federal Agency**: A department of the executive branch of the Federal Government.
**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 authority by HUD to a PHA under the consolidated annual contributions contract for HANO program.

**Gross Rent:** The sum of the rent to owner plus any utility allowance.

**Handicap:** Any condition or characteristic that renders a person an individual with handicaps.

**Handicap Assistance Expense:** See “Disability Assistance Expense.”

**HAP Contract:** Housing assistance payments contract. (Contract). A written contract between HANO and an owner for the purpose of providing housing assistance payments to the owner on behalf of an eligible family.

**Head of Household:** The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

**Housing Assistance Payment:** The monthly assistance payment by a PHA, which includes: (1) A payment to the owner for rent to the owner under the family’s lease; and (2) An additional payment to the family if the total assistance payment exceeds the rent to owner.

**Housing Agency (HA):** 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 Quality Standards:** The HUD minimum quality standards for housing assisted under the voucher program.

**HUD:** The Department of Housing and Urban Development.

**Immediate Family Member:** A spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in the position or place of a parent; or any other person living in the household of that person and related to that person by blood and marriage.

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

**Imputed Income:** HUD passbook rate multiplied by the total cash value of assets. Calculation used when net family assets exceed $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.

**Income Information:** means information relating to an individual’s income, including:
• All employment income information known to current or previous employers or other income sources

• All information about wages, as defined in the State’s unemployment compensation law, including any Social Security Number; name of the employee; quarterly wages of the employee; and the name, full address, telephone number, and, when known, Employer Identification Number of an employer reporting wages under a State unemployment compensation law

• Whether an individual is receiving, has received, or has applied for unemployment compensation, and the amount and the period received

• Unearned IRS income and self-employment, wages and retirement income

• Wage, social security, and supplemental security income data obtained from the Social Security Administration.

**Individual with Handicaps:** Any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment.

**Initial Housing Authority (HA):** In portability, the term refers to both: (1) A housing authority that originally selected a family that later decides to move out of the jurisdiction of that housing authority; and (2) A housing authority that absorbed a family that later decides to move out of the jurisdiction of the absorbing housing authority.

**Initial Payment Standard:** The payment standard at the beginning of the HAP contract term.

**Initial Rent to Owner:** The rent to owner at the beginning of the HAP contract term.

**Jurisdiction:** The area in which HANO has authority under State and local law to administer the program.

**Landlord:** 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 payments under a HAP contract between the owner and HANO.

**Live-In Aide:** A person who resides with one or more elderly persons or persons, or persons with disabilities, and who:

• Is determined to be essential to the care and well-being of the persons;

• Is not obligated for the support of the persons; and

• Would not be living in the unit except to provide the necessary supportive services.

**Local Preference:** A preference used by HANO to select among applicant families.

**Low Income Family:** A family whose income does not exceed 80% of the median income for the area as determined by HUD with adjustments for smaller or larger families, except that HUD may establish income limits higher or lower than 80% for areas with unusually high or low incomes.

**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 24 CFR 982.621.
**Medical Expenses**: Medical expenses, including medical insurance premiums that are anticipated during the period for which annual income is computed, and that are not covered by insurance. (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.

**Minor**: A member of the family household other than the family head or spouse, who is under 18 years of age.

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

**Monthly Adjusted Income**: One twelfth of adjusted income.

**Monthly Income**: One twelfth of annual income.

**National**: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

**Net Family Assets**: (1) Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income under 24 CFR 5.609.

In determining net family assets, HANO or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or recertification, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

**Non-citizen**: A person who is neither a citizen nor national of the United States.

**Owner**: Any person or entity with the legal right to lease or sublease a unit to a participant.

**HANO Plan**: The annual plan and the 5-year plan as adopted by HANO and approved by HUD.

**HANO’s quality control sample**: An annual sample of files or records drawn in an unbiased manner and reviewed by a HANO supervisor (or by another qualified person other than the person who performed the original work) to determine if the work documented in the files or records conforms to program requirements.

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

**Payment Standard**: The maximum monthly assistance payment for a family assisted in the Voucher program (before deducting the total tenant payment by the family).

**Persons 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 purposes of reasonable
Portability: Renting a dwelling unit with Section 8 housing choice voucher outside the jurisdiction of the initial HA.

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

Project Owner: The person or entity that owns the housing project containing the assisted dwelling unit.

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): Any state, county, municipality, or other governmental entity or public body, or agency or instrumentality of these entities that is authorized to engage or assist in the development or operation of low-income housing under the 1937 Act.

Reasonable Rent: A rent to owner that is not more than rent charged: (1) For comparable units in the private unassisted market; and (2) For comparable unassisted units in the premises.

Receiving Housing Authority (HA): In portability: A housing authority that receives a family selected for participation in the tenant-based program of another housing authority. The receiving housing authority issues a Voucher and provides program assistance to the family.

Reexamination: 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.

Remaining Member of Tenant Family: Person left in assisted housing who may or may not normally qualify for assistance on own circumstances (i.e., an elderly spouse dies, leaving widow age 47 who is not disabled).

Rent to Owner: The total monthly rent payable to the owner under the lease for the unit (also known as contract rent). Rent to owner covers payment for any housing services, maintenance and utilities that the owner is required to provide and pay for.

Responsible Entity: For the public housing and the Section 8 tenant-based assistance, project-based certificate assistance, and moderate rehabilitation programs, the responsible entity means HANO administering the program under an ACC with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.

Section 8: Section 8 of the United States Housing Act of 1937.

Section 8 Covered Programs: All HUD programs which assist housing under Section 8 of the 1937 Act, including Section 8 assisted housing for which loans are made under section 202 of the Housing Act of 1959.

Section 214: Section 214 of the Housing and Community Development Act of 1980, as amended.

Section 214 Covered Programs: is the collective term for the HUD programs to which the restrictions imposed by Section 214 apply. These programs are set forth in 24 CFR 5.500.

Security Deposit: A dollar amount (maximum set according to the regulations) which can be used for unpaid rent or damages to the owner upon termination of the lease.
Shared Housing: A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family. A special housing type: see 24 CFR 982.615 to 24 CFR 982.618.

Single Person: A person living alone or intending to live alone.

Single Room Occupancy Housing (SRO): A unit that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities. A special housing type: see 24 CFR 982.602 to 24 CFR 982.605.

Social Security Number (SSN): The nine-digit number that is assigned to a person by the Social Security Administration and that identifies the record of the person's earnings reported to the Social Security Administration. The term does not include a number with a letter as a suffix that is used to identify an auxiliary beneficiary.

Special Admission: Admission of an applicant that is not on the HANO wait list or without considering the applicant’s wait list position.

Special Housing Types: See subpart M of part 24 CFR 982. Subpart M 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).

Spouse: The marriage partner of the head of household.

Stalking: To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (1) that person, (2) a member of the immediate family of that person, or (3) the spouse or intimate partner of that person.

State Wage Information Collection Agency (SWICA): The state agency, including any Indian tribal agency, receiving quarterly wage reports from employers in the state, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

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.

Suspension: Stopping the clock on the term of a family's voucher after the family submits a request for approval of the tenancy. If HANO decides to allow extensions or suspensions of the Voucher term, HANO Administrative Plan must describe how HANO determines whether to grant extensions or suspensions, and how HANO determines the length of any extension or suspension. This practice is also called “tolling.”

Tenancy Addendum: For the Housing Choice 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 to Owner: See “Family rent to owner.”

Term of Lease: The amount of time a tenant agrees in writing to live in a dwelling unit.

Total Tenant Payment (TTP): The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

Tuition: The amount of money charged to students for instructional services which may be charged per term, per course, or per credit. (PIH Notice 2015-21)
**Tuition and Fees:** The amount of tuition and required fees covering a full academic year most frequently charged to students. Required fees include all fixed sum charges that are required of a large proportion of all students. Examples of required fees include, but are not limited to writing and science lab fees and fees specific to a student’s major or program. Expenses related to attending an institution of higher education must not be included as tuition. Examples include, but are not limited to, room and board, books, supplies, meal plans, transportation and parking, student health insurance plans, and other non-fixed sum charges. (PIH Notice 2015-21)

**Unit:** Residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained within the unit and generally ranges from zero (0) bedrooms to six (6) bedrooms.
Utility Allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the lesser of the size of dwelling unit actually leased by a family or the voucher size unit issued to the family based on an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances, consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility Reimbursement: In the Voucher program, the portion of the housing assistance payment which exceeds the amount of rent to owner.

Very Low Income Family: A low-income family whose annual income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes. This is the income limit for the housing choice Voucher program.

Violent Criminal Activity: Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

Voucher (Housing Choice Voucher): A document issued by a PHA to a family selected for admission to the housing choice voucher program. This document describes the program and the procedures for HANO approval of a unit selected by the family. The voucher also states obligations 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.

Wait list Admission: An admission from the HANO wait 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 (24 CFR 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.
<table>
<thead>
<tr>
<th>Acronym</th>
<th>Phrase</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACC</td>
<td>Annual Contributions Contract</td>
</tr>
<tr>
<td>ADA</td>
<td>Age Discrimination Act of 1975</td>
</tr>
<tr>
<td>BR</td>
<td>Bedroom</td>
</tr>
<tr>
<td>CDBG</td>
<td>Community Development Block Grant (Program)</td>
</tr>
<tr>
<td>CDC</td>
<td>Community Development Corporation</td>
</tr>
<tr>
<td>CFR</td>
<td>Code of Federal Regulations (published federal rules that define and implement laws; commonly referred to as &quot;the regulations&quot;)</td>
</tr>
<tr>
<td>CIR</td>
<td>Client Information Report</td>
</tr>
<tr>
<td>ESS</td>
<td>Economic Self Sufficiency</td>
</tr>
<tr>
<td>FHA</td>
<td>Federal Housing Administration</td>
</tr>
<tr>
<td>FMR</td>
<td>Fair Market Rent</td>
</tr>
<tr>
<td>FR</td>
<td>Federal Register</td>
</tr>
<tr>
<td>FSS</td>
<td>Family Self-Sufficiency (Program)</td>
</tr>
<tr>
<td>FY</td>
<td>Fiscal Year</td>
</tr>
<tr>
<td>HA</td>
<td>Housing Authority</td>
</tr>
<tr>
<td>HAP</td>
<td>Housing Assistance Payment</td>
</tr>
<tr>
<td>HCV</td>
<td>Housing Choice Voucher</td>
</tr>
<tr>
<td>HQS</td>
<td>Housing Quality Standards</td>
</tr>
<tr>
<td>HUD</td>
<td>Department of Housing and Urban Development</td>
</tr>
<tr>
<td>IRS</td>
<td>Internal Revenue Service</td>
</tr>
<tr>
<td>ITSP</td>
<td>Individual Training Services &amp; Training Plan</td>
</tr>
<tr>
<td>JTPA</td>
<td>Job Training Partnership Act</td>
</tr>
<tr>
<td>LEP</td>
<td>Limited English Proficiency</td>
</tr>
<tr>
<td>MOU</td>
<td>Memorandum of Understanding</td>
</tr>
<tr>
<td>NCIC</td>
<td>National Crime Information Center</td>
</tr>
<tr>
<td>PB</td>
<td>Project Based</td>
</tr>
<tr>
<td>Acronym</td>
<td>Phrase</td>
</tr>
<tr>
<td>---------</td>
<td>--------</td>
</tr>
<tr>
<td>PHA</td>
<td>Public Housing Agency</td>
</tr>
<tr>
<td>PIH</td>
<td>(HUD Office of) Public and Indian Housing</td>
</tr>
<tr>
<td>PS</td>
<td>Payment Standard</td>
</tr>
<tr>
<td>QC</td>
<td>Quality Control</td>
</tr>
<tr>
<td>QHWRA</td>
<td>Quality Housing and Work Responsibility Act of 1998 (also known as the Public Housing Reform Act)</td>
</tr>
<tr>
<td>RFP</td>
<td>Request For Proposals</td>
</tr>
<tr>
<td>RFTA</td>
<td>Request For Tenancy Approval</td>
</tr>
<tr>
<td>SHI</td>
<td>Special Housing Initiative</td>
</tr>
<tr>
<td>SRO</td>
<td>Single Room Occupancy</td>
</tr>
<tr>
<td>SSA</td>
<td>Social Security Administration</td>
</tr>
<tr>
<td>SSI</td>
<td>Supplemental Security Income</td>
</tr>
<tr>
<td>TANF</td>
<td>Temporary Assistance For Needy Families</td>
</tr>
<tr>
<td>TTP</td>
<td>Total Tenant Payment</td>
</tr>
<tr>
<td>UA</td>
<td>Utility Allowance</td>
</tr>
<tr>
<td>USCIS</td>
<td>United States Citizenship and Immigration Services</td>
</tr>
<tr>
<td>VAWA</td>
<td>Violence Against Women Reauthorization Act of 2005</td>
</tr>
</tbody>
</table>
FAIR HOUSING APPENDIX: REASONABLE ACCOMMODATION POLICY

HOUSING AUTHORITY OF NEW ORLEANS (HANO)

REASONABLE ACCOMMODATION POLICY

INTRODUCTION

It is HANO’s policy to provide a “reasonable accommodation” in housing for applicants and residents with disabilities where an accommodation is necessary to provide them with an equal opportunity to use and enjoy housing. This policy is in furtherance of HANO’s goal of providing affordable housing to low income persons regardless of disability and in compliance with applicable federal, state, and local laws.

A “reasonable accommodation” is a modification or change that HANO can make to its procedures and rules or to the person’s dwelling or common area which would assist an otherwise eligible person with a disability to benefit from housing, provided that the change does not pose an undue financial and administrative burden to HANO or result in a fundamental alteration of its program. A reasonable accommodation request may also seek the allowance of retroactive relief (e.g., reinstatement of an individual with a disability to the waiting list where he or she did not respond to an update notice for reasons related to the disability.)

The Reasonable Accommodation Procedures (RAP) outlined herein apply to HANO applicants and residents who are qualified “individuals with a disability” as set forth below. HANO may require reliable documentation or verification of the disability detailing that the individual needs the accommodation, and that the accommodation is likely to provide assistance to the individual. HANO will thoroughly and promptly consider any request for a reasonable accommodation, and will explain the basis for any denial to the requester if applicable. In the course of evaluating and responding to a reasonable accommodation request, HANO will seek to engage in a process of dialogue and joint problem solving with applicants and residents.

A request for a reasonable accommodation shall be granted when the following three requirements are met: (1) the subject of the request is a qualified “individual with a disability;” (2) the requested accommodation is necessary, because of the disability, to provide an equal opportunity to use and enjoy the housing; and (3) the requested accommodation is reasonable. A request shall be considered “reasonable” if it does not create an undue financial and administrative burden or constitute a fundamental alteration in the nature of the housing program.

The determination of whether a requested accommodation constitutes an undue financial and administrative burden or a fundamental alteration in the housing program shall be made on an individual case basis, taking into consideration the circumstances and resources available at the time of the decision. The fact that granting an accommodation for one person could set a precedent that other requesters might follow shall not constitute a sufficient basis for determining that a particular accommodation constitutes an undue financial and administrative burden or fundamental alteration in the program.

HANO must establish that any alternative accommodation it proposes, if the original proposed accommodation cannot be approved, is effective in removing the barriers to a disabled person’s equal

1 For purposes of these Reasonable Accommodation in Housing Procedures and the policy guidelines, the preferred term “disability” includes with its scope the term “handicap.”
housing opportunity. If there are several different accommodations that would be effective in meeting the
need of the disabled person, HANO may select the accommodation which is most convenient and cost
effective for HANO, provided that there is no significant detrimental impact on the disabled person which
directly relates to his/her disability.

If a requested accommodation is unlikely to provide the disabled individual with an equal
opportunity to use and enjoy the housing, HANO need not grant that accommodation.

POLICY GUIDELINES

The following policy guidelines shall be in effect for assessing requests for reasonable
accommodation by HANO applicants and residents with disabilities. The guidelines are not intended to be
an exhaustive compilation of rules or policies governing assessment by HANO. If any conflicts exist or
arise between these guidelines and guidance issued by the U.S. Department of Housing and Urban
Development, or existing or future statutes, regulations, or other legal requirements, HANO shall follow the
other requirements. The term “applicant” as used in these guidelines only refers to the individual requesting
a reasonable accommodation, whether the person is applying for residency or is already a resident.

I. General Principles

A. HANO will assume as an initial matter that the information the person provides regarding
his/her own needs is accurate and the method proposed for accommodating those needs
is the most appropriate one to pursue. HANO may seek documentation and/or other
verification of the effect of the disability on the person and the method(s) proposed to
accommodate it. HANO may also seek expert advice from medical or other professionals
as to the needs of the person in question and alternative methods of accommodating those
needs.

B. Procedures for evaluating requests for reasonable accommodation and responding to
those requests should take place in the context of a cooperative relationship between
HANO and the applicant. The process is not an adversarial one.

C. Reasonable accommodation shall be focused on the individual and designed to address
each person’s situation.

II. Procedures

A. HANO has developed and implemented procedures through which individuals may request
a reasonable accommodation. The process for making such requests shall be accessible
to all persons.

B. Notice of the option to request a reasonable accommodation shall be made available to all
applicants and residents.

C. Any meetings that must be held concerning an applicant’s request for a reasonable
accommodation shall be held in a location accessible to the applicant.

D. Decisions on requests for reasonable accommodation shall be made within thirty (30) days
after the date on which the application is complete. If HANO requests that an applicant
supply additional information that is necessary to make a decision, the applicant should
provide the requested information or otherwise respond to HANO’s request within a reasonable time period.

E. If HANO denies a request for a reasonable accommodation, it must explain to the applicant, in writing, the basis for its decision.

F. HANO shall keep written records in resident or applicant files of its decisions to grant or deny any request for reasonable accommodation for a period of no less than three (3) years from the date of the request.

G. HANO shall, consistent with applicable laws, develop procedures for keeping information supplied by the applicant related to the applicant’s disability confidential and available only to persons within HANO who are directly involved in decisions regarding the request.

III. Assessment of Requests

A. In assessing requests for reasonable accommodation HANO shall consider the factors set forth below in making its determination of whether or not to grant the request. If at any stage in the assessment process HANO determines that it requires additional information from the applicant, HANO shall so inform the applicant in writing. HANO may include in its written communication to the applicant notice of a reasonable deadline for submission of the information. Under no circumstances shall HANO deny a request for reasonable accommodation based on a lack of sufficient information without first informing the applicant of its need for additional information and affording the applicant a reasonable opportunity to provide it.

B. Determinative Factors:
   1. Whether the applicant is a qualified “individual with a disability.”
   2. Whether the requested accommodation is related to the disability.
   3. Whether the requested accommodation is “reasonable.” A request for an accommodation shall be considered to be “reasonable” as long as it does not create an undue financial hardship and administrative burden or constitute a fundamental alteration in a housing program.
      a. The determination of whether an accommodation constitutes an undue financial and administrative burden shall be made on a case by case basis, taking into account the circumstances and resources available at the time of the decision.
      b. If granting the requested accommodation would create an undue financial and administrative burden, HANO shall comply with the request to the extent it can do so without undergoing undue burden(s) as described above.
      c. If granting the requested accommodation would constitute a fundamental alteration in the housing program, HANO may deny the request.
   C. If there are a number of different accommodations that would satisfy the needs of the person with the disability, HANO may select the option which is most convenient and cost effective.
**COMMUNICATIONS WITH DISABLED APPLICANTS OR RESIDENTS**

A. HANO shall take appropriate steps to ensure effective communication with applicants and residents who are disabled. If an applicant or resident requests a reasonable extension of any deadline because of a delay in providing effective communication, such a request shall be granted.

B. HANO shall prepare documents in clear and simple language, to the extent possible, to assist persons with learning and cognitive disabilities. If requested, HANO staff will explain written material verbally, and possibly more than once, and if necessary assist the individuals or obtain assistance for them in filling out any necessary forms.

C. HANO will take appropriate steps to ensure that all persons with a disability who are eligible for a housing program are provided with the information necessary to participate in the program.

D. If an applicant or resident with a disability so requests, HANO will permit an advocate, friend or service provider to assist the person at any meetings, conferences or interviews. Upon request of an applicant or resident with a disability, HANO will arrange to send a copy of any HANO notice to an authorized third party representative as well as to the applicant or resident.

**NOTICE TO HANO EMPLOYEES AND TRAINING**

A. All current HANO employees shall be advised of HANO’s Reasonable Accommodation Procedures and their responsibilities thereunder. New employees shall be similarly advised at the commencement of their employment.

B. All employees in management positions and all persons working in the HCVP Department, Admissions, Portability, and Asset Management shall receive a full copy of the RAP and shall sign an acknowledgment form within 14 days of receipt.

C. HANO shall provide a training program on the RAP for HANO management and staff of the HCVP Department, Asset Management, Portability and Admissions, and any other HANO employees responsible for implementing the RAP, which focuses on identifying, determining, and implementing appropriate reasonable accommodations for individuals with disabilities, within six months of adoption and implementation by HANO of the RAP. Each employee shall sign in at each session acknowledging his or her participation. New HANO employees in the offices listed above and any other employees who will have implementation responsibility under the RAP shall also be required to undertake the training, within 3 months of the commencement of employment.

D. HANO’s Human Resources Department will maintain records of all HANO employees who have participated in the RAP training program.
I. APPLICANTS

A. All prospective applicants for housing shall be informed at the Applicant Eligibility Screening Interview of their right to request a reasonable accommodation for a disability from HANO.

B. Upon request made to the HCVP Department, any applicant shall be provided with a Request for Reasonable Accommodation form.

C. If an applicant requires assistance in filling out the Request, he or she shall contact the HANO 504 Coordinator or his/her designee, and arrangements will be made to assist the applicant.

II. RESIDENTS

A. Upon request made, any resident shall be provided with the Request for Reasonable Accommodation form. It is the responsibility of the resident to request a reasonable accommodation; however, HANO must inform the resident of their right to request a reasonable accommodation in any appointment letter or notification of adverse action by HANO.

B. A resident may request reasonable accommodation for disability at any point during his/her tenancy. In addition, there is no limit on the number of reasonable accommodation requests a resident may make or that HANO may be required to provide.

C. If a resident requires assistance in filling out the Request form, he/she shall contact the Housing Supervisor and arrangements will be made to assist the resident.

III. ASSESSMENT OF A REASONABLE ACCOMMODATION REQUEST

A. When the request for Reasonable Accommodation is received by the HCVP Department, it shall be promptly forwarded to the 504 Coordinator’s designee for review and entered in the Reasonable Accommodation log. Once the requested information and/or verification is obtained and reviewed, the 504 Coordinator shall make his or her recommendation on denial or approval of the request.

B. Where the 504 Coordinator believes that a meeting with an applicant requesting reasonable accommodation would be useful in evaluating the request, he/she shall inform the applicant in writing as soon as practicable and identify the issue(s) involved.

C. The 504 Coordinator may request in writing that an applicant provide documentation from a medical or rehabilitation professional or expert, or non-medical service agency whose function is to provide services to the disabled, which verifies that the applicant has a qualifying disability and that the accommodation requested is necessary because of that disability. The 504 Coordinator shall include a reasonable deadline for submission of that verification but not less than 20 days from the date of the letter. This information may be provided either directly by the verification source to HANO or through the applicant to HANO. If the information is provided through the applicant to HANO, the 504 Coordinator...
will contact the knowledgeable professional directly to confirm the information provided. The verification source shall be a person with appropriate credentials and current knowledge of the applicant’s disability who is able to make an informed judgment based on that knowledge.

D. All information submitted to HANO concerning the request shall be kept confidential and used solely to make a determination on the reasonable accommodation request.

IV. DECISION ON AN APPLICANT’S REASONABLE ACCOMMODATION REQUEST

A. The decision on an applicant’s request for Reasonable Accommodation shall be made by the 504 Coordinator within 30 days after the date upon which the request is submitted, or if applicable within 30 days after the date upon which any additional information or verification reasonably necessary for his or her decision is provided.

B. Any denial of an applicant’s request for reasonable accommodation shall explain to the applicant in writing the basis for the decision and shall inform any resident of his or her right to file a fair housing complaint with the Department of Housing and Urban Development (HUD).

C. Any approval or conditioned approval of an applicant’s request for reasonable accommodation shall be communicated in writing to the applicant. It shall describe the accommodation that will be provided, including any terms, conditions and performance expectations that would be subject to the applicant’s agreement, and shall indicate the date for implementation, which shall be as soon as practicable.

V. THIRD PARTY REPRESENTATIVES

A. Any individual with a disability who makes a reasonable accommodation request may authorize a third party representative to act on his or her behalf in dealing with HANO or with verification services on the request.

B. Upon presentation of appropriate authorization, a third party representative may fill out and sign the Request for Reasonable Accommodation form for an individual with a disability.
ELIGIBILITY APPENDIX: VIOLENCE AGAINST WOMEN ACT PROTECTIONS

Violence Against Women Reauthorization Act of 2013

The definitions applicable to VAWA 2013 are the following:

**Domestic Violence:** The term domestic violence includes felony or misdemeanor crimes of violence committed by an affiliated individual under the domestic or family violence laws of the jurisdiction receiving grant moneys, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.

**Dating Violence:** The term dating violence means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:

- The length of the relationship;
- The type of relationship; and
- The frequency of interaction between the persons involved in the relationship.

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

**Stalking:**

- To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or
- To place under surveillance with the intent to kill, injure, harass, or intimidate another person; and
- In the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (1) that person, (2) a member of the immediate family of that person, or (3) the spouse or intimate partner of that person.

**Affiliated Individual:** means, with respect to a person:

- A spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in the position or place of a parent or guardian; or

Any individual, tenant, or lawful occupant living in that person’s household who, living in the household of that person and related to that person by blood or marriage, is ineligible for financial assistance.

**VAWA Self-Petitioner:** means, a person who claims to be a victim of battery or extreme cruelty.

Prohibition Against Denial OR Termination of Assistance to Victims of Domestic Violence, Dating Violence and Stalking. See also the chapter on Eligibility.

Applicants who otherwise qualify for assistance or admission will not be denied admission on the basis that the applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. VAWA 2013 does not limit HANO’s authority to deny assistance to an individual or family that is not otherwise qualified or eligible for assistance.
Criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, engaged in by an affiliated individual will not be the basis 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 that domestic violence, dating violence, sexual assault or stalking.
Incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be construed either as serious or repeated violations of the lease by the victim of such violence or as good cause for terminating the tenancy or occupancy rights of the victim of such violence.

Notwithstanding the foregoing, HANO may exercise its authority to 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, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant. Further, HANO retains its authority to terminate the tenancy of any tenant if HANO concludes that there is an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant is not terminated from assistance. VAVA 2013 does not limit HANO’s authority to deny or terminate assistance to an individual or family that is not otherwise qualified or eligible for assistance.

HANO Confidentiality Requirements – VAVA 2013

All information provided to HANO regarding domestic violence, dating violence, sexual assault, or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence and may neither be entered into any shared database nor provided to any related entity, except to the extent that the disclosure is:

- Requested or consented to by the individual in writing;
- Required for use in an eviction or termination proceeding; or
- Otherwise required by applicable law.

If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, HANO will inform the victim before disclosure occurs so that safety risks can be identified and addressed.

Notification to Applicants and Tenants Regarding Protections Under VAVA 2013

HANO will provide applicants and tenants with the notifications described in this section of their protections and rights under VAVA.

HANO will include in all notices of denial a statement explaining the protection against denial provided by VAVA.

HANO will include in all lease termination notices a statement explaining the protection against termination provided by VAVA.

HANO acknowledges that a victim of domestic violence, dating violence, sexual assault, or stalking may have an unfavorable history (i.e., a poor credit history, non-payment of rent, a record of previous damage to an apartment/Public Housing unit, a prior/current arrest record) that would warrant denial or termination under HANO’s policies. Therefore, if HANO makes a determination to deny admission to an applicant family or terminate assistance to a resident family, HANO will include in its notice of denial/termination:

- A statement of the protection against denial provided by VAVA 2013;
- A description of HANO confidentiality requirements; and
- A request that an applicant/head of household wishing to claim this protection submit to HANO documentation meeting the specifications outlined in this Administrative Plan with a request for an informal review or hearing, whichever is applicable.

Victim Documentation – Denials and Terminations
An applicant claiming that the cause of an unfavorable history is that a member of the applicant family is or has been a victim of domestic violence, dating violence, sexual assault, or stalking must provide the following documentation:

- Demonstrating the connection between the abuse and the unfavorable history; and
- Naming the perpetrator of the abuse on the HUD 50066 only if the name of the perpetrator is safe to provide and is known to the victim.

When a family is facing assistance termination because of the actions of an affiliated individual and a participant or immediate family member of the tenant’s family claims that she or he is the victim of such actions and that the actions are related to domestic violence, dating violence, sexual assault, or stalking, HANO will require the individual to submit documentation affirming that claim including one of three methods for certification of a claim:

- A completed HUD form 50066; and/or
- A Federal, State, tribal or territorial or local police or court record; and/or
- Documentation signed and attested to by a medical professional from whom the victim has sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, in which the professional attests under penalty of perjury to the professional’s belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, sexual assault, or stalking has signed or attested to the documentation.

Individuals or families claiming that they are a victim of domestic violence, dating violence, sexual assault, or stalking may obtain a HUD form 50066 from designated HANO locations.

**Time Frame for Submitting Documentation—Applicant**

The applicant must submit the required documentation with her or his request for an informal review within fourteen (14) business days of HANO’s notification of denial of admission or must request an extension in writing at that time. If the applicant so requests, HANO will grant an extension of fourteen (14) business days, and will postpone scheduling the applicant’s informal review until after it has received the documentation or the extension period has elapsed. If after reviewing the documentation provided by the applicant HANO determines that the family is eligible for assistance, no informal review will be scheduled and HANO will proceed with admission of the applicant family.

**Time Frame for Submitting Documentation—Tenant**

The tenant must submit the required certification and supporting documentation to HANO within 14 business days after HANO issues the Notice of Termination. The 14-day deadline may be extended at HANO’s discretion. If the individual does not provide the required certification and supporting documentation within 14 business days, or within the approved extension period, HANO may proceed with denial or termination of assistance.

If HANO can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the participant’s tenancy is not terminated, HANO will bypass the standard process and proceed with the immediate termination of the family’s assistance.

**Perpetrator Documentation**

If the perpetrator of the abuse is an affiliated individual, the applicant/Head of Household must provide additional documentation consisting of one of the following:

A signed statement requesting that the perpetrator be removed from the application or household and certifying that the perpetrator will not be permitted to visit or to stay as a guest in the assisted unit; or
Documentation that the perpetrator has successfully completed, or is successfully undergoing, rehabilitation or treatment. The documentation must be signed by an employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance in addressing the abuse. The signer must attest under penalty of perjury to his or her belief that the rehabilitation was successfully completed or is progressing successfully. The victim and perpetrator must also sign or attest to the documentation.

Perpetrator documentation must be submitted to HANO within the same timeframe as victim documentation.

**Terminating Tenancy of a Domestic Violence Offender**

This section does not provide protection for perpetrators of domestic violence, dating violence, sexual assault, or stalking. HANO may 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 without terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant. This authority supersedes any local, State, or other Federal law to the contrary. However, if HANO chooses to exercise this authority, HANO will follow any procedures prescribed by HUD or by applicable local, State, or Federal law regarding termination of assistance.

When the actions of a participant or other family member result in a decision to terminate the family’s assistance and another family member claims that the actions involve criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual, HANO will request that the victim submit the required certification and supporting documentation in accordance with the stated timeframe. If the certification and supporting documentation are submitted within the required timeframe, or any approved extension period, HANO will terminate the offender’s assistance. If the victim does not provide the certification and supporting documentation, as required, HANO will proceed with termination of the family’s assistance.

If HANO can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the participant’s tenancy is not terminated, HANO will bypass the standard process and proceed with the immediate termination of the family’s assistance.

**Transfers and Portability Under VAWA**

In its reasonable discretion, HANO may provide a Voucher and allow a family to move in violation of its lease if the family has complied with all other obligations of the Voucher program and has moved out of the assisted unit in order to protect the health or safety of an individual who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and who reasonably believes that he or she is imminently threatened by harm from further violence if he or she remains in the assisted unit.
ELIGIBILITY APPENDIX: DETAILED DEFINITIONS RELATED TO DISABILITIES
[24 CFR 5.403]

Person with Disabilities

The term person with disabilities means a person who has any of the following types of conditions:

- Has a disability, as defined in 42 U.S.C. Section 423(d)(1)(A), which reads:

- Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; or

- In the case of an individual who has attained the age of 55 and is blind (within the meaning of "blindness" as defined in section 416(i)(1) of this title), inability by reason of such blindness to engage in substantial gainful activity, requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.

- Has a developmental disability as defined in the Developmental Disabilities Assistance and Bill of Rights Act of 2000 [42 U.S.C.15002(8)], which defines developmental disability in functional terms as follows:

  (A) In General:
  The term "developmental disability" means a severe, chronic disability of an individual that:

  (i) is attributable to a mental or physical impairment or combination of mental and physical impairments;

  (ii) is manifested before the individual attains age 22;

  (iii) is likely to continue indefinitely;

  (iv) results in substantial functional limitations in 3 or more of the following areas of major life activity: (I) Self-care, (II) Receptive and expressive language, (III) Learning, (IV) Mobility, (V) Self-direction, (VI) Capacity for independent living, (VII) Economic self-sufficiency; and

  (v) reflects the individual's need for a combination and sequence of special, interdisciplinary, or generic services, individualized supports, or other forms of assistance that are of lifelong or extended duration and are individually planned and coordinated.

  (B) Infants and Young Children:
  An individual from birth to age 9, inclusive, who has a substantial developmental delay or specific congenital or acquired condition, may be considered to have a developmental disability without meeting 3 or more of the criteria described in clauses (i) through (v) of subparagraph (A) if the individual, without services and supports, has a high probability of meeting those criteria later in life.

  Has a physical, mental, or emotional impairment that is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions.

  People with the acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic agent for AIDS are not excluded from this definition.

  A person whose disability is based solely on any drug or alcohol dependence does not qualify as a person with disabilities for the purposes of this program.
For purposes of reasonable accommodation and program accessibility for persons with disabilities, the term person with disabilities refers to an individual with handicaps.

**Individual with Handicaps [24 CFR 8.3]**

*Individual with handicaps* means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment. The term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others. As used in this definition, the phrase:

1. **Physical or mental impairment includes:**
   
   a. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
   
   b. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

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

3. Has a record of such an impairment means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

4. Is regarded as having an impairment means:
   
   a. Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation;
   
   b. Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment; or
   
   c. Has none of the impairments defined in paragraph (1) of this section but is treated by a recipient as having such an impairment.
ELIGIBILITY APPENDIX: DEFINITION OF INSTITUTION OF HIGHER EDUCATION

[20 U.S.C. 1001 and 1002]

Eligibility of Students for Assisted Housing Under Section 8 of the U.S. Housing Act of 1937; Supplementary Guidance; Notice [Federal Register, April 10, 2006]

Institution of Higher Education shall have the meaning given this term in the Higher Education Act of 1965 in 20 U.S.C. 1001 and 1002.

Definition of “Institution of Higher Education” From 20 U.S.C. 1001

(a) Institution of higher education. For purposes of this chapter, other than subchapter IV and part C of subchapter I of chapter 34 of Title 42, the term “institution of higher education” means an educational institution in any State that

(1) Admits as regular students only persons having a certificate of graduation from a school providing secondary education, or the recognized equivalent of such a certificate;

(2) Is legally authorized within such State to provide a program of education beyond secondary education;

(3) Provides an educational program for which the institution awards a bachelor’s degree or provides not less than a 2-year program that is acceptable for full credit toward such a degree;

(4) Is a public or other nonprofit institution; and

(5) Is accredited by a nationally recognized accrediting agency or association, or if not so accredited, is an institution that has been granted pre-accreditation status by such an agency or association that has been recognized by the Secretary for the granting of pre-accreditation status, and the Secretary has determined that there is satisfactory assurance that the institution will meet the accreditation standards of such an agency or association within a reasonable time.

(b) Additional institutions included. For purposes of this chapter, other than subchapter IV and part C of subchapter I of chapter 34 of Title 42, the term “institution of higher education” also includes—

(1) Any school that provides not less than a 1-year program of training to prepare students for gainful employment in a recognized occupation and that meets the provision of paragraphs (1), (2), (4), and (5) of subsection (a) of this section; and

(2) A public or nonprofit private educational institution in any State that, in lieu of the requirement in subsection (a)(1) of this section, admits as regular students persons who are beyond the age of compulsory school attendance in the State in which the institution is located.

(c) List of accrediting agencies. For purposes of this section and section 1002 of this title, the Secretary shall publish a list of nationally recognized accrediting agencies or associations that the Secretary determines, pursuant to subpart 2 of part G of subchapter IV of this chapter, to be reliable authority as to the quality of the education or training offered.

Definition of “Institution of Higher Education” From 20 U.S.C. 1002

(a) Definition of institution of higher education for purposes of student assistance programs

(1) Inclusion of additional institutions. Subject to paragraphs (2) through (4) of this subsection, the term “institution of higher education” for purposes of subchapter IV of this chapter and part C
of subchapter I of chapter 34 of title 42 includes, in addition to the institutions covered by the
definition in section 1001 of this title—

(A) A proprietary institution of higher education (as defined in subsection (b) of this section);

(B) A postsecondary vocational institution (as defined in subsection (c) of this section); and

(C) Only for the purposes of part B of subchapter IV of this chapter, an institution outside the United States that is comparable to an institution of higher education as defined in section 1001 of this title and that has been approved by the Secretary for the purpose of part B of subchapter IV of this chapter.

(2) Institutions outside the United States

(A) In general. For the purpose of qualifying as an institution under paragraph (1)(C), the Secretary shall establish criteria by regulation for the approval of institutions outside the United States and for the determination that such institutions are comparable to an institution of higher education as defined in section 1001 of this title (except that a graduate medical school, or a veterinary school, located outside the United States shall not be required to meet the requirements of section 1001 (a)(4) of this title). Such criteria shall include a requirement that a student attending such school outside the United States is ineligible for loans made, insured, or guaranteed under part B of subchapter IV of this chapter unless—

(i) In the case of a graduate medical school located outside the United States—

(aa) At least 60 percent of those enrolled in, and at least 60 percent of the graduates of, the graduate medical school outside the United States were not persons described in section 1091(a)(5) of this title in the year preceding the year for which a student is seeking a loan under part B of subchapter IV of this chapter; and

(bb) At least 60 percent of the individuals who were students or graduates of the graduate medical school outside the United States or Canada (both nationals of the United States and others) taking the examinations administered by the Educational Commission for Foreign Medical Graduates received a passing score in the year preceding the year for which a student is seeking a loan under part B of subchapter IV of this chapter; or

(ii) The institution has a clinical training program that was approved by a State as of January 1, 1992; or

(ii) In the case of a veterinary school located outside the United States that does not meet the requirements of section 1001(a)(4) of this title, the institution’s students complete their clinical training at an approved veterinary school located in the United States.

(B) Advisory panel

(i) In general. For the purpose of qualifying as an institution under paragraph (1)(C) of this subsection, the Secretary shall establish an advisory panel of medical experts that shall—

(I) Evaluate the standards of accreditation applied to applicant foreign medical schools; and

(II) Determine the comparability of those standards to standards for accreditation applied to United States medical schools.

(ii) Special rule if the accreditation standards described in clause (i) are determined not to be comparable, the foreign medical school shall be required to meet the requirements of section 1001 of this title.
(C) Failure to release information. The failure of an institution outside the United States to provide, release, or authorize release to the Secretary of such information as may be required by subparagraph (A) shall render such institution ineligible for the purpose of part B of subchapter IV of this chapter.

(D) Special rule. If, pursuant to this paragraph, an institution loses eligibility to participate in the programs under subchapter IV of this chapter and part C of subchapter I of chapter 34 of title 42, then a student enrolled at such institution may, notwithstanding such loss of eligibility, continue to be eligible to receive a loan under part B while attending such institution for the academic year succeeding the academic year in which such loss of eligibility occurred.

(3) Limitations based on course of study or enrollment. An institution shall not be considered to meet the definition of an institution of higher education in paragraph (1) if such institution—

(A) Offers more than 50 percent of such institution’s courses by correspondence, unless the institution is an institution that meets the definition in section 2471 (4)(C) of this title;

(B) Enrolls 50 percent or more of the institution’s students in correspondence courses, unless the institution is an institution that meets the definition in such section, except that the Secretary, at the request of such institution, may waive the applicability of this subparagraph to such institution for good cause, as determined by the Secretary in the case of an institution of higher education that provides a 2- or 4-year program of instruction (or both) for which the institution awards an associate or baccalaureate degree, respectively;

(C) Has a student enrollment in which more than 25 percent of the students are incarcerated, except that the Secretary may waive the limitation contained in this subparagraph for a nonprofit institution that provides a 2- or 4-year program of instruction (or both) for which the institution awards a bachelor’s degree, an associate’s degree or a postsecondary diploma, respectively; or

(D) Has a student enrollment in which more than 50 percent of the students do not have a secondary school diploma or its recognized equivalent, and does not provide a 2- or 4-year program of instruction (or both) for which the institution awards a bachelor’s degree or an associate’s degree, respectively, except that the Secretary may waive the limitation contained in this subparagraph if a nonprofit institution demonstrates to the satisfaction of the Secretary that the institution exceeds such limitation because the institution serves, through contracts with Federal, State, or local government agencies, significant numbers of students who do not have a secondary school diploma or its recognized equivalent.

(4) Limitations based on management. An institution shall not be considered to meet the definition of an institution of higher education in paragraph (1) if—

(A) The institution, or an affiliate of the institution that has the power, by contract or ownership interest, to direct or cause the direction of the management or policies of the institution, has filed for bankruptcy, except that this paragraph shall not apply to a nonprofit institution, the primary function of which is to provide health care educational services (or an affiliate of such an institution that has the power, by contract or ownership interest, to direct or cause the direction of the institution’s management or policies) that files for bankruptcy under chapter 11 of title 11 between July 1, 1998, and December 1, 1998; or

(B) The institution, the institution’s owner, or the institution’s chief executive officer has been convicted of, or has pled nolo contendere or guilty to, a crime involving the acquisition, use, or expenditure of funds under subchapter IV of this chapter and part C of subchapter I of chapter 34 of title 42, or has been judicially determined to have committed fraud involving funds under subchapter IV of this chapter and part C of subchapter I of chapter 34 of title 42.

(5) Certification. The Secretary shall certify an institution’s qualification as an institution of higher education in accordance with the requirements of subpart 3 of part G of subchapter IV of this chapter.

(6) Loss of eligibility. An institution of higher education shall not be considered to meet the definition of an institution of higher education in paragraph (1) if such institution is removed from eligibility for funds under subchapter IV of this chapter and part C of subchapter I of chapter 34 of title 42 as a result of an action pursuant to part G of subchapter IV of this chapter.
Eligibility Appendix: Definition of Institution of Higher Education

(b) Proprietary institution of higher education

(1) Principal criteria. For the purpose of this section, the term “proprietary institution of higher education” means a school that—

(A) Provides an eligible program of training to prepare students for gainful employment in a recognized occupation;

(B) Meets the requirements of paragraphs (1) and (2) of section 1001 (a) of this title;

(C) Does not meet the requirement of paragraph (4) of section 1001 (a) of this title;

(D) Is accredited by a nationally recognized accrediting agency or association recognized by the Secretary pursuant to part G of subchapter IV of this chapter;

(E) Has been in existence for at least 2 years; and

(F) Has at least 10 percent of the school’s revenues from sources that are not derived from funds provided under subchapter IV of this chapter and part C of subchapter I of chapter 34 of title 42, as determined in accordance with regulations prescribed by the Secretary.

(2) Additional institutions. The term “proprietary institution of higher education” also includes a proprietary educational institution in any State that, in lieu of the requirement in paragraph (1) of section 1001 (a) of this title, admits as regular students persons who are beyond the age of compulsory school attendance in the State in which the institution is located.

c) Postsecondary vocational institution.

(1) Principal criteria. For the purpose of this section, the term “postsecondary vocational institution” means a school that—

(A) Provides an eligible program of training to prepare students for gainful employment in a recognized occupation;

(B) Meets the requirements of paragraphs (1), (2), (4), and (5) of section 1001 (a) of this title; and

(C) Has been in existence for at least 2 years.

(2) Additional institutions. The term “postsecondary vocational institution” also includes an educational institution in any State that, in lieu of the requirement in paragraph (1) of section 1001 (a) of this title, admits as regular students persons who are beyond the age of compulsory school attendance in the State in which the institution is located.