

Administrative / ACOP Plan

Combined Administrative Plan and Admission & Continued Occupancy Policies and Methods of Administration for All LDCHA Programs.

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The mission of the Lawrence-Douglas County Housing Authority is to promote quality affordable housing, economic opportunity, and a suitable living environment free from discrimination.

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Statement of Compliance

General Overview

The purpose of this combined Administrative Plan, Admission and Continued Occupancy Policies, and Methods of Administration for Public Housing (Plan) is to establish policies for the Public Housing, Section 8 Housing Choice Voucher and HOME TBRA programs consistent with federal regulation. The Plan covers both admission and continued participation in these programs. Policies are the same for all programs unless otherwise stated. The LDCHA is responsible for complying with all subsequent changes in HUD regulations pertaining to these programs. All revisions to the Plan will be adopted in the form of a resolution by the LDCHA Board of Housing Commissioners (Board). Board approved revisions to the Plan will be submitted to the Kansas City Regional Office of the U. S. Department of Housing and Urban Development (HUD). All practices and procedures relating to the administration of the Plan, LDCHA programs, and projects not otherwise described herein are conducted in strict adherence to applicable HUD regulations and LDCHA policies.

Background

The Lawrence-Douglas County Housing Authority (LDCHA) is a combined agency of the City of Lawrence and Douglas County, Kansas, and was created in July 1968 as an agent of the City of Lawrence with the power to plan, construct, maintain, operate, and manage any affordable housing project or program of the city. In 1977, the Authority was selected to administer Section 8 housing programs for the City of Lawrence, and in 1983 for Douglas County, and in 1993 the LDCHA was selected to administer HOME Tenant Based Rental Assistance (TBRA) grants.

MTW Demonstration Program

In 1998, the LDCHA was selected to participate in the Moving to Work (MTW) Demonstration Program. MTW is a demonstration program that allows public housing agencies such as LDCHA to design and test ways to:

- ▶ Promote self-sufficiency among assisted households
- ▶ Achieve programmatic efficiency and reduce costs
- ▶ Increase housing choice for low income households

The MTW Agreement signed by LDCHA and HUD is a statement of the authority granted to LDCHA by HUD to waive selected statutory and regulatory requirement to allow LDCHA specific flexibility in achieving the stated objectives of the Moving to Work Demonstrations. More information on the LDCHA program changes is found in its Moving to Work Annual Plans that are posted on the LDCHA website, www.ldcha.org.

Administration of housing programs by the LDCHA staff shall comply with Federal regulation, the LDCHA Personnel Policy, Equal Housing Opportunity Plan (EHOP) and MTW Plan. All Federal, State and local housing laws, Fair Housing Regulations and LDCHA administrative policies will be followed and are incorporated herein by reference.

LDCHA's main objective is to be good stewards of the housing programs it is charged with managing and administering. Primary to this is the sound management, maintenance and preservation of its public housing inventory according to the highest standards and providing responsible and responsive assistance to those we serve. LDCHA is committed to serving all our residents, participants, and the public in a manner consistent with the principles of respect, fairness and equity, and insuring that our policies and practices foster both resident responsibility and program integrity.

Fair Housing and Non-Discrimination Statement

It is the policy of the LDCHA to comply with all Federal, State and local nondiscrimination laws and to operate in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

Specifically, the LDCHA shall not, on account of race, color, sex, religion, creed, national or ethnic origin, age, familial or marital status, disability, sexual orientation, or gender identity deny any household or individual the opportunity to apply for or receive assistance from any program under its administration.

Assistance in Discrimination Claims

To further its commitment to full compliance with applicable Civil Rights laws, the LDCHA will provide Federal, State and local information to applicants and participants regarding discrimination and any recourse available to them should they feel they have been the victim of discrimination. Such information will be made available at any time upon request from the LDCHA office and is a part of the participant briefing session. All applicable Fair Housing information and discrimination complaint forms are a part of the LDCHA application packet.

Privacy Rights

All adult members of both applicant and program participant households are required to sign the Federal Privacy Act and Authorization for Release of Information forms and all supplemental forms at application, admission, and every recertification of eligibility.

Any request for applicant or participant information will not be released unless there is a signed release of information request from the applicant or participant, unless otherwise required by law.

Affirmatively Furthering Fair Housing

The LDCHA affirmatively furthers fair housing opportunities for individuals protected under the Fair Housing Act through the following activities:

Advertising

Waiting list opening, closing and other program and benefit information is advertised through local newspapers of general circulation and is listed on the LDCHA web site.

Marketing / Posting

LDCHA displays the required Fair Housing posters and provides information on fair housing and non-discrimination to all persons with whom we do business. Fair housing and housing discrimination information is available in both English and Spanish, and can be provided in alternate formats for persons with disabilities, including vision, hearing and reading impairments.

Housing resource information is provided for the LDCHA jurisdiction. A list of participating owners is available upon request and is included in the voucher briefing packet. The LDCHA subscribes to socialservice.com and instructs both tenants and landlords in the use of this web-based rental housing listing.

Education

Information about LDCHA programs is made available to all residents of the City of Lawrence and Douglas County through staff participation in information events, distribution of information brochures and cards to local social service agencies, libraries, community centers, schools and public offices throughout the city and county. LDCHA staff participates in various community commissions and forums to promote fair housing. The LDCHA refers residents and applicants with questions about Fair Housing issues to Housing and Credit Counseling, Inc.

Renter Education Program

The LDCHA conducts regular sessions covering local rental laws, fair housing and housing discrimination, landlord/tenant issues, and budgeting for housing expenses. The sessions are open to all applicants and participants in LDCHA programs free of charge.

Accessibility

All LDCHA buildings are wheelchair accessible. Thirty (30), or 7% percent of LDCHA rental units, are handicap accessible. Information on accessibility modifications is made available to tenants and tenants are referred to the area disability resources agency for assistance finding further information on accessibility modifications or resources. The LDCHA provides sign language interpreters for tenants and applicants, as needed.

Expanding Housing Choice

The LDCHA is committed to expanding housing opportunities, greater economic mobility, and increased housing choice for all persons. Under the MTW program the LDCHA maintains a combined waiting list for all household programs, offers a rent structure designed to benefit working households, and applies rent policies that provide greater choice of rental units. Homeownership opportunities are offered through the MTW program. LDCHA encourages participation of landlords in areas outside census tracts with high poverty concentrations. As part of the voucher briefing packet the LDCHA provides jurisdiction maps showing census tracts of low poverty concentration and addresses the benefits of living in an area of low poverty concentration.

Limited English Proficient Persons

The LDCHA assessed the need for assistance to non-English speaking applicants in Douglas County, Kansas and determined that vital LDCHA documents be made available in Spanish to enable persons with limited English proficiency to access LDCHA programs. Basic LDCHA information handouts, residents' handbooks, contracts, and forms have been translated into Spanish and are available at the LDCHA Administrative Offices. LDCHA staff will obtain translations and translation services to assist applicants or program participants speaking languages other than Spanish through the appropriate University of Kansas language program office. Translation services are available when necessary through the LDCHA Resident Services Office. See Appendix VIII, Resolution 2017-15, LDCHA Language Assistance Plan for more details.

Reserves

LDCHA administrative fees are only used to cover costs incurred to perform LDCHA administrative responsibilities in accordance with HUD regulations and requirements in compliance the

LDCHA's MTW Agreement and various approved MTW Annual Plans. All excess reserve accounts are maintained in compliance with HUD regulations.

Special Purpose Funding

All funding provided to the LDCHA for special purposes, in aid of specific households or categories of household are administered in compliance with regulations governing the funding allocation. For rules on HOME program security and utility deposits, see Chapter 18.

Reasonable Accommodations

It is the policy of the LDCHA to provide reasonable accommodations to all program participants and applicants so that they may enjoy the same benefits as any non-disabled person. Such reasonable accommodations will be granted in conformance with the requirements and limits set forth in Title VIII of the Civil Rights Act as amended by the Fair Housing Amendments Act of 1988, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, and applicable federal regulations.

The LDCHA will provide a notice to each program participant or applicant that they may, at any time, request reasonable accommodation of a household member's disability. Such notices will also be posted in all administrative offices and on the LDCHA website (www.ldcha.org), and provided in an alternate format for anyone who cannot read the notice.

Staff will make every effort to ensure that reasonable accommodations are made so persons with disabilities can participate and enjoy all services provided.

The following procedures will be followed in reviewing requests for reasonable accommodation:

1. Requests may be made verbally or in writing at any time. All verbal requests will be confirmed in writing to be signed by the individual making the request. The request must state the accommodation requested. Receipt of requests will be acknowledged in writing. Individuals may request assistance in completing the Reasonable Accommodation forms.
2. Staff will evaluate the request to see if the accommodation requires a modification to any agency rule, policy or procedure, or if it requires a budgetary expenditure. Where such modification/expenditure is required to meet the request, an impact/cost analysis will be done to determine the effect of granting the request on the agency.
3. LDCHA may request reliable documentation (not medical records) that a participant or applicant has a disability, and verification that the particular accommodation(s) requested is necessary and substantially related to the disability. LDCHA will not require access to confidential medical records in order to verify a disability. LDCHA will not ask questions about the nature or severity of the disability except as specifically related to the requested accommodation. The type of verification required will depend on the specifics of the situation. The verification must be provided by any qualified third party provider familiar with the participant or applicant's disability on forms provided by the LDCHA, or in a separate letter.
4. Reasonable accommodations will be made up to the point of undue financial or administrative burden or requiring fundamental changes to the LDCHA programs. Additionally an individual is not eligible for a reasonable accommodation if he/she poses a direct threat to the health or safety of other individuals or would cause substantial damage to LDHCA property, and these cannot be mitigated by a reasonable accommodation.
5. Should there be any disagreements over the nature or extent of the requested accommodation, staff will meet with the participant, to discuss the matter, evaluate alternatives and attempt to resolve by mutual agreement all differences.

6. Participants will receive written notice of approval, denial or mutual agreements reached in granting the reasonable accommodation. Where the request is denied, the participant will receive written notice stating the reasons for the denial and providing an opportunity for a review of the decision. Reviews will be held in conformance with the LDCHA's Informal Hearing policy as set out in Chapter 5.

Applications

General Policy

Applications are taken and eligibility is determined under federal regulations and criteria adopted by the LDCHA Board of Housing Commissioners. Depending on the availability of housing assistance and/or units applications will be taken according to one of the following two methods:

- 1) When the average time between date of application and housing offer is 12 months or more, the LDCHA will accept preliminary applications and conduct final application interviews and eligibility determinations when the applicant is within 90 to 120 days of a housing offer.
- 2) When the average time between date of application and a housing offer is less than 12 months, the LDCHA will accept full applications and begin eligibility determinations within approximately 30 days of the date a full and complete application forms and all required documents are received by the LDCHA.

Application forms are available at:

- ▶ The LDCHA offices located at 1600 Haskell Avenue, Lawrence, Kansas;
- ▶ Babcock Place located at 1700 Massachusetts, Lawrence, Kansas;
- ▶ Clinton Place Apartments located at 2125 Clinton Parkway, Lawrence, Kansas;
- ▶ Social service agencies throughout Lawrence and Douglas County; and
- ▶ The LDCHA website, www.ldcha.org.

Completed applications are accepted when the waiting list is open. The LDCHA will regularly monitor housing availability and waiting list numbers to determine if there is a need to suspend accepting applications. If conditions warrant, the taking of applications will be suspended until such a time as there is a significant reduction in the number of applicants on the waiting list or an increase in available resources for assistance. Notice of suspension will be published in accordance with federal regulations and LDCHA policies. Similar notice will be given when application taking is resumed.

Application Process

Application may be made in person, by mail, e-mail or fax. Applications are dated with the date and time they are received at one of the LDCHA administrative offices. Applications received by mail are dated with the date received and with the time of mail delivery.

Incomplete applications are not accepted and are returned to the applicant, or destroyed.

Individuals who have a physical impairment or other special needs that requires assistance in completing the application forms may call the LDCHA office to schedule an application appointment. Arrangements will be made to accommodate persons with special needs, including but not limited to providing an interpreter, Braille documents, or staff travel for an interview outside of the office.

Applications from a former participant whose housing assistance was terminated for program or lease violations will not be accepted for processing for three (3) years from date of termination. Applicants denied eligibility will be provided the date they are eligible to reapply in the application denial letter. Participants terminated for cause and applicants denied eligibility are offered full administrative due process at the time of any termination or denial.

Applications will not be processed from households with a debt to the LDCHA or any other housing authority until the debt is paid in full.

Application Procedures

A basic application form will be used for all LDCHA programs. The form is filled out by the applicant. Caseworkers or household members may fill out the application form for an applicant if circumstances such as physical disability, illness, etc., prohibit the applicant from filling out the form, but the applicant must sign the form.

The purpose of the application is to assess eligibility or ineligibility and to determine placement on the waiting list.

The application will contain the following basic information:

- ▶ Check boxes for applicant to identify the LDCHA waiting lists for which they are applying.
- ▶ Name, age and date of birth of all household members.
- ▶ Address/es and telephone number/s.
- ▶ Amount and source of all income and assets.
- ▶ Social Security Numbers for all household members age 6 years and over.
- ▶ Certification of citizenship for all household members.
- ▶ Three years of residential history.
- ▶ Information on previous housing assistance.
- ▶ Information on arrests and/or convictions of household members (an arrest record alone will not be the basis for denying housing assistance.)

Applicants are placed on the waiting list or lists indicated on their application in order of any applicable preference, by the date and time of their application.

When the LDCHA is accepting preliminary applications, applicants will be notified of the final application interview by first class mail and asked to contact the LDCHA to schedule a specific interview date and time.

Confirmation of the date, time, and location of the scheduled application interview will be mailed to the applicant along with any procedures for rescheduling the interview and the following:

- ▶ Who is required to attend the interview;
- ▶ Documents that must be provided at the interview to document the legal identity of household members, including information about what constitutes acceptable documentation;
- ▶ Documents that must be provided at the interview to document eligibility for a preference, if applicable;
- ▶ Other documents and information that should be brought to the interview.

At any time throughout the application process, failure to act on the part of the applicant that prevents or delays an eligibility determination will be grounds for removal from the waiting list. This includes, but is not limited to:

- ▶ Applicants that do not respond to requests for additional information.
- ▶ Applicants that do not schedule a final application interview.
- ▶ Applicants that schedule an interview and do not attend.

- ▶ Applicants for whom correctly addressed mail is returned. Applicants will be notified in writing when failure to act will result in removal from the waiting list.

Verification and Eligibility Notification

Applicants are required to provide current documentation of all information with the application. Information provided by the applicant to determine eligibility will be verified within 30 days of the date complete information is received. LDCHA will re-verify any information more than 90 days old at the time of any eligibility determination. This information will include household composition, income, assets, allowances and deductions, preference status, full-time student status, criminal history, residential history and other factors relating to eligibility determination.

When the application information has been verified a committee of LDCHA staff reviews all applications and determines eligibility. All applicants are notified of the results of the eligibility determination and verification process. Notification of applicants concerning their eligibility for admission to the LDCHA programs is done in writing and offers the applicant an informal review of the determination and an administrative hearing on the determination if the application was denied.

Application Verification Procedures

Information on eligibility for housing will be verified as outlined in Chapter 11 of this combined policy statement.

Acceptable verification of preferences is listed in Chapter 3.

Changes in Circumstances While On the Waiting List

Applicants are responsible for informing the LDCHA of changes in household circumstances, including income, and are responsible for responding to requests from the LDCHA for updated application information. Refusal to provide information will result in the applicant being removed from the waiting list.

A change in circumstances, which makes the applicant ineligible for housing assistance under LDCHA eligibility criteria, will result in a notification of denial of eligibility. The same notification procedures outlined above will be followed.

If a member of the applicant household becomes ineligible due to a change in circumstances while on the waiting list, the applicant will be notified of such and given 30 days to file with the LDCHA documentation removing the ineligible individual from their household. If no such change is reported, the applicant will be removed from the waiting list and notified of denial of eligibility.

Applicants denied eligibility because of changes in circumstances while on the waiting list will be offered an opportunity for an informal review of the decision under procedures outlined in this Plan.

Changes must be reported in writing.

Applicants may request that their application be divided due to a change in household membership which causes the members of the household to no longer live together, for example in cases of divorce or separation. The application date will be the same for both applications and the time of application for the newly created household will be one minute after the original application

Preferences and Waiting Lists

Waiting List Management

The LDCHA shall maintain a combined waiting list for the Section 8 and public housing programs under the General Housing Program. The Elderly Housing program maintains a separate waiting list. An applicant may apply for all waiting lists that are open and for which the applicant is eligible.

The waiting list shall be maintained in accordance with the following:

- ▶ A permanent file will be established for each applicant with an accepted application.
- ▶ Applicants will be listed in order of verified preference and then by date and time of application. Site-based waiting lists will list applicants by size of bedroom needed.
- ▶ All applicants must meet federally determined income limits.
- ▶ The waiting list will be updated weekly and purged once a year.
- ▶ Applicants holding a Voucher from another jurisdiction will not be placed on any LDCHA waiting list, but will be treated under portability procedures.
- ▶ The LDCHA will maintain separate waiting lists for applicants referred through agencies that have contracted with the LDCHA to administer HOME TBRA grants.

Closing the Waiting List

LDCHA is permitted to close its waiting lists, in whole or in part, if there is an adequate pool of households to fill its programs. LDCHA may close some or all of the waiting lists completely, or restrict intake by preference, type of project, or by size and type of dwelling unit. LDCHA will close the waiting list when the estimated waiting period for housing applicants on the list reaches 24 months for the most current applicants.

Reopening the Waiting List

If the waiting list has been closed, it may be reopened at any time. LDCHA will publish a notice in local newspapers of general circulation, and other suitable media outlets announcing that LDCHA is reopening the waiting list. Such notice must comply with HUD fair housing requirements.

LDCHA will announce the reopening of the waiting list at least 5 business days prior to the date applications will first be accepted. If the list is only being reopened for certain categories of households or unit sizes, this information will be contained in the notice. The notice will specify where, when, and how applications are to be received. LDCHA will give public notice by publishing the relevant information in suitable media outlets including, but not limited to community based organizations, newspapers, and the agency's website at www.ldcha.org. The notices will be made in an accessible format upon request by a person with a disability as a reasonable accommodation.

Waiting List Preferences

Eligible applicants are entitled to be placed on the LDCHA waiting list and receive preference in selection for available assistance if they meet local preference criteria.

Applicants entitled to priority placement on the waiting list under local selection preferences include applicants who reside in or are relocating to work in Douglas County, Kansas;

Applicants will be placed on the waiting list according to information provided by them as to their qualification for local preference. Prior to executing a lease, any preference claimed will be re-verified at the time assistance is offered.

Applicant circumstances may change while awaiting an offer of assistance. These changes may affect entitlement to a preference.

General Housing

Local Residency Preference	100 Points
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Designated Elderly Housing

Local Residency Preference	100 Points
Elderly Preference	101 Points

Peterson Acres

Local Residency Preference	100 Points
Elderly Preference	101 Points
Non-Elderly Disabled Preference	100 Points (5 Peterson Acre units may be occupied by non-elderly disabled.)

Local Residency Preference

The definition of a Douglas County Resident is an applicant whose current or most recent residential address is in Douglas County, Kansas or who is relocating to the county for purpose of employment.

The following documents will be accepted as verification of residency:

- ▶ Current lease for an address in Lawrence or Douglas County, Kansas;
- ▶ Current driver's license with a Douglas County, Kansas address;
- ▶ If homeless, a current affidavit of receiving services by a local social service agency that can demonstrate a plan to become a permanent resident of Douglas County;
- ▶ Statement of current or guaranteed future employment located in Douglas County.

Designated Elderly Housing

Elderly preference – In the projects that have an elderly designation approved by HUD, all individuals over the age of 62 will receive elderly preference points, and elderly applicants will be housed first over any near- elderly applicant. If the agency determines that there are insufficient numbers of elderly households to fill all the units in a project for occupancy by only elderly households, the agency may provide that near-elderly households may occupy dwelling units in the project. Near elderly tenants are defined as a person who is at least 50 years of age but below 62 years of age.

Preference Verification/Denial

LDCHA will verify all preferences claimed at time of eligibility determination. If the LDCHA denies a preference, the applicant will be placed on the waiting list without benefit of the preference. The LDCHA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for a review. The applicant will have 10 business days to request the review meeting in writing. If the preference denial is upheld as a result of the meeting, or the applicant does not request a meeting, the applicant will be placed on the waiting list without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against. Applicants may appeal the decision to deny a preference to the LDCHA hearing officer in writing according to the procedures in Chapter 5.

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 household, and may not re-apply for the time period specified in Chapter 5.

Waiting List Placement and Order Of Selection

Placement

After eligibility has been determined, applicant information is entered into the tenant records system for waiting list placement. When record entry is complete, waiting lists are generated with applicants are placed on the waiting list according to preference points, in order of the date and time of application.

Selection Priority

Selection of applicants from the waiting list is based on priority as determined by eligibility. Single persons who are elderly, disabled or handicapped are given priority over other single persons on the waiting list with the same date and time of application.

Changes in Waiting List Placement

If an applicant refuses any offer of assistance the applicant will be moved down on the particular waiting list from which the offer was made to the date the offer was made (referred to as a "pass penalty.") If a second offer is made and declined from a same form of housing assistance, but not all forms of eligible assistance have been offered, the applicant is dropped from all waitlists within the form of housing that has been offered twice. If a second offer is made and declined and the applicant has been offered all forms of housing assistance for which they are eligible, the applicant is removed from all waiting lists. This does not include developments with a site based waiting list (Clinton Place and Lawrence Expanded Housing.) The applicant removed will not be eligible to re-apply for six months. Forms of housing defined on page 31.

An applicant who accepts an offer of a Section 8 voucher but does not use the assistance to lease a unit within the maximum allowed number of days and their voucher expires as outlined in Chapter 7 will be removed from the waiting list and will not be eligible to re-apply for six months.

Reporting Changes in Household Composition

While the applicant is on the waiting list, the applicant must inform LDCHA of changes in household size or composition, preference status, or contact information, including current residence, mailing address, and phone number. The changes must be submitted in writing.

Changes in an applicant's circumstances while on the waiting list may affect the household's qualification for a particular bedroom size or entitlement to a preference. When an applicant reports a change that affects their placement on the waiting list, the waiting list will be updated accordingly. No change in household composition will be made after an offer of assistance has been made by the LDCHA. The applicant will have the option of accepting the offer based on the original application or reject the offer and complete the requested change and being re-assigned to the waiting list accordingly.

Maintaining and Updating the Waiting List

The LDCHA maintains an accurate waiting list in conformance with HUD regulations.

Maintaining Applicant Information

Applicant information is entered into an automated system and verified for accuracy against original documents. Applicant records and reports generated by the automated system, including waiting lists, include the following information:

- ▶ Name of head of household;
- ▶ Date and time application was received;
- ▶ Size of unit required under occupancy standards;
- ▶ Preference status;
- ▶ Minority status;
- ▶ Social Security Numbers of all household members provided .

Updating/Purging the Waiting List

The LDCHA regularly collects updated information on wait-listed applicants to insure the waiting list is current and accurate. Additionally the LDCHA waiting list may be purged from time to time at the discretion of the LDCHA based on an assessment of the vitality of the current waiting list.

Letters are mailed to the applicant's last known address requesting confirmation of their continued interest in LDCHA programs. The letter includes a form the applicant is to fill out and return within 15 days to retain their place on the waiting list. **If the form is not returned, either by mail, fax, email, or in person, the applicant's name is removed from the waiting list.**

Returned/Undelivered Mail

The LDCHA is not responsible for an applicant's failure to respond for any reason due to postal delay or inability to deliver mail. Accurately addressed mail that is returned by the Post Office for lack of a forwarding address will cause the applicant to be removed from the waiting list.

1. All contact from the LDCHA is made through the US Postal Service in writing, except as a reasonable accommodation for an individual with a disability.
 2. Applicants are responsible for maintaining a valid mailing address with the LDCHA.
 3. Applicants that fail to respond to a mailing will be removed from all waiting lists.
- ▶ When there is an error by LDCHA, dropped applicants will have their applications reopened, and will be placed on the list at their former position.
 - ▶ Applicants who are withdrawn from the waiting list have the right to reapply after six (6) months from the date the applicant was removed from the waiting list.

Reinstatement on the Waiting List as Reasonable Accommodation

The LDCHA's decision to remove an applicant with a disability from the waiting list for failure to respond is subject to reasonable accommodation in accordance with the reasonable accommodation policies outlined in Chapter 1. Applicants reinstated on the waiting list as a result of a reasonable accommodation for a disability, or as a result of removal in error, will be placed on the list at their former position.

Eligibility

The LDCHA will determine eligibility for placement on the waiting lists, issuance of assistance, admission to housing programs and continued participation in compliance with the federal regulations and applicable waivers under the LDCHA Moving To Work program for Public Housing, Section 8 Housing Choice Voucher (HCV), HOME Tenant-Based Rental Assistance (TBRA) programs, and under policies adopted by the LDCHA Board of Housing Commissioners as outlined herein. Eligibility for Babcock Place and Peterson Acres will be determined in conformance with the Elderly Designation Plan approved by HUD. Information for eligibility determinations will be current within 60 days of any notice or action.

The LDCHA is responsible for ensuring that every individual in a household is admitted to any of the housing assistance programs listed above meet all eligibility requirements. Each household must provide any information needed by the LDCHA to confirm eligibility and determine the level of the household's assistance.

Federal Eligibility Requirements

To be eligible for the LDCHA assistance programs:

The applicant household must:

- ▶ Have income at or below HUD-specified income limits;
- ▶ Qualify as a household/family as defined by HUD and the LDCHA;
- ▶ Qualify on the basis of citizenship or the eligible immigrant status of household members;
- ▶ Provide social security number information for household members as required, and;
- ▶ Consent to the LDCHA's collection and use of household members' information as provided for in PHA-provided consent forms;

The LDCHA must determine that the current or past behavior of household members does not include activities that are prohibited by HUD or the LDCHA.

Income

The household's gross annual income from all sources must be within 50% of the Area Median Income (AMI) for Douglas County, Kansas (the very low-income limit set by HUD) for the number of people in the household. The household may be determined eligible if gross annual income exceeds this limit but is within 80% of the Douglas County area median income (the low-income limit established by HUD) when the household meets one of the following criteria:

- ▶ The household is moving into a LDCHA public housing development or scattered-site unit.
- ▶ The household has been continuously assisted under the 1937 Housing Act.
 - An applicant is considered continuously assisted if they are receiving assistance under any 1937 Housing Act program at the time of application and/or admission to the LDCHA program. A participant in LDCHA programs is considered continuously assisted if no more than 120 days has elapsed between periods of assistance under any 1937 Housing Act program.
- ▶ The household has been physically displaced by rental rehabilitation activity under 24 CFR

part 511.

- ▶ The household resides in a HOPE I, HOPE II or a project subject to a homeownership program under 24 CFR 248.173, and is a non-purchasing household.
- ▶ The household is displaced by prepayment or voluntary termination of a mortgage insurance contract under 24 CFR 248.165.

Income limits apply only at admission and are not applicable for continued occupancy or to households transferring within LDCHA programs, units or developments. Households who are moving into the LDCHA jurisdiction under portability and have the status of applicant rather than of participant at their initial housing authority must meet the income limit for Douglas County, Kansas. Incoming portable voucher holders who are already program participants at their initial housing authority do not have to meet the income eligibility requirement for LDCHA programs.

- ▶ The definition of extremely low income is the higher of 30% of AMI or the federal poverty level.

Household Composition

The applicant or participant must qualify as a household.

- ▶ All households must have a Head of Household or Co-Heads of Household.
 - Head of Household means the adult member of the household who is considered the head for purposes of determining income eligibility and rent. The head of household is responsible for ensuring that the household fulfills all of its responsibilities under the program, alone or in conjunction with a co-head or spouse. A household may contain spouses or co-heads of the household but not both. 24 CFR 5.504(b)
- ▶ The term "household" refers to one person or a group of persons and includes a household with a child or children as well as a household without children. Groups and/or individuals meeting the following criteria qualify as a household for the purpose of assistance through LDCHA programs.
 1. A single person.
 2. Two or more persons who identify themselves as a household with a designated head of household who is the responsible person for the household, legally and morally responsible for the group, and is actually looked to and held accountable for household needs.
 3. A group of two or more elderly or disabled persons living together.
 4. One or more elderly or disabled persons living together with one or more live-in aides.
- ▶ Children in temporary foster care are members of the household. Foster care placement must be reported by the household and will be verified as part of an eligibility determination.
- ▶ Unborn children and children in the process of being adopted are considered household members for the purpose of determining bedroom size but are not considered household members for determining income eligibility.
- ▶ An **elderly household**, which is:
 1. A household whose head, spouse, or sole member is a person who is at least 62 years of age;
 2. Two or more persons who are at least 62 years of age living together; or
 3. One or more persons who are at least 62 years of age living with one or more live-in aides.

- ▶ A **near-elderly household**, which is:
 1. A household whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
 2. Two or more persons who are at least 50 years of age but below the age of 62 living together; or
 3. One or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

- ▶ A **disabled household**, which is:
 1. A household whose head, spouse, or sole member is a person with disabilities;
 2. Two or more persons with disabilities living together; or
 3. One or more persons with disabilities living with one or more live-in aides.
 4. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence.

- ▶ A **displaced household** is a household in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

- ▶ A **remaining member of a tenant household** is an adult household member of an assisted household who remains in the unit when other household members have left the unit.

- ▶ A **dependent** is a household 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 and live-in aides. 24 CFR 5.603

- ▶ A **live-in aide** is a person who resides with an elderly or disabled person but is not considered a member of the assisted household. The income of a live-in aide is not counted in total household income. A live-in aide cannot assume waiting list placement or housing assistance as the remaining household member should the elderly or disabled person vacate the assisted unit or leave the household. A live-in aide may be a relative of one or more members of the household, but may not have a child as a resident of the household. To qualify as a live-in aide, a person providing attendant services must meet all the following:
 1. Is essential to the care and well being of the elderly or disabled household member;
 2. Is not obligated for the support of the elderly or disabled person;
 3. Would not be living in the unit except to provide necessary support services;
 4. Has not committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
 5. Does not engage in drug-related criminal activity or violent criminal activity; and
 6. Does not owe rent or other amounts to the LDCHA or any other housing authority in connection with HCV or public housing assistance.

As part of an eligibility determination, applicants and/or participants with a live-in attendant must report the name, date of birth and social security number of their live-in aide, certify to the person's previous participation and/or residency in housing assistance programs, and provide documentation from a qualified medical practitioner that the person named is able to perform the essential care services needed by the elderly or disabled household member. Any change in information concerning a live-in attendant must be reported within 10 days of the date the applicant/participant becomes aware of the new information.

- ▶ Applicants and participants must provide identification of each household member in the form of a social security card and either a birth certificate or registration. Other identification doc-

uments will be accepted on a case-by-case basis providing these documents contain, in unaltered form, the full name, social security number, sex, place of birth and date of birth for the person.

- ▶ Participants will be required to provide identification documents at the time of regularly scheduled reexamination of eligibility, if not already provided, and when any additional person is added to the household.
- ▶ A person, regardless of age, who is a dependent in another household, cannot receive housing through any LDCHA program except as a member of the household in which they are a dependent.
- ▶ Persons under age 18 but over age 17 may apply and be placed on the waiting list and determined eligible but will not be admitted to LDCHA programs until the head of household reaches age 18 or has been legally emancipated. The applicant will be held harmless on the waiting list until the head of household reaches age 18. Any applicant under age 18 must sign a waiver to release all criminal background information to the LDCHA.

Student Status

Section 327 of Public Law 109-115 and the implementing regulations 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 assistance as on 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 assistance. If, however, a student in these circumstances is determined independent from his/her parents in accordance with LDHCA policy, the income of the student's parents will not be considered in determining the student's eligibility. The law does not apply to students who reside as a dependent with parents who are applying to receive assistance. It is limited to students who are seeking assistance on their own, separately from their parents.

The LDCHA 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 student:

- ▶ Is at least 24 years old and
- ▶ Is a veteran of the United States military, or
- ▶ Is married, or
- ▶ Has a dependent child, or
- ▶ Files an individual tax return.

Citizenship

The LDCHA will place on the waiting list and provide assistance to United States citizens and eligible non-citizens under Section 214 of the Housing and Community Development Act of 1980, as amended.

- ▶ Citizens will be required to sign a declaration of citizenship for each household member, regardless of age.
 1. A declaration of citizenship will be required at the time of application and when any new member is added to an applicant household while on the waiting list.
 2. Participants will be required to sign a declaration of citizenship as part of the first regular reexamination following implementation of this rule and whenever any new member is added to the household.
- ▶ Non-citizens must have eligible immigration status under federal regulations.

- ▶ Immigration status under SS101(a) (15) or 101(a) (30) of the Immigration and Naturalization Act (INA) A noncitizen lawfully admitted for permanent residence, as defined by §101(a)(20) of the Immigration and Nationality Act (INA), as an immigrant, as defined by §101(a)(15) of the INA (8 U.S.C. 1101(a)(20) and 1101(a)(15), respectively [immigrant status]. This category includes a noncitizen admitted under §§210 or 210A of the INA (8 U.S.C. 1160 or 1161), [special agricultural worker status], who has been granted lawful temporary resident status.
 1. Permanent residence under §249 of INA. A noncitizen who entered the U.S. before January 1, 1972, or such later date as enacted by law, and has continuously maintained residence in the U.S. since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under §249 of the INA (8 U.S.C. 1259) [*amnesty granted under INA 249*].
 2. Refugee, asylum, or conditional entry status under §207, 208 or 203 of the INA. A noncitizen who is lawfully present in the U.S. pursuant to an admission under §207 of the INA (8 U.S.C. 1157) [*refugee status*]; pursuant to the granting of asylum (which has not been terminated) under §208 of the INA (8 U.S.C. 1158 [*asylum status*]; or as a result of being granted conditional entry under §203(a)(7) of the INA (U.S.C. 1153 (a)(7)) before April 1, 1980, because of persecution on account of race, religion, or political opinion or because of being uprooted by catastrophic national calamity [*conditional entry status*]
 3. Parole status under §213(d) (5) of the INA. A noncitizen who is lawfully present in the U.S. as a result of an exercise of discretion by the Attorney General for emergent reasons or reasons deemed strictly in the public interest under §212(d)(5) of the INA (8 U.S.C. 1182(d)(5)) [*parole status*].
 4. Threat to life or freedom under §243(h) of the INA. A noncitizen who is lawfully present in the U.S. as a result of the Attorney General's withholding deportation under §243(h) of the INA (8 U.S.C. 1253(h) [*threat to life or freedom*].
 5. Amnesty under §245A of the INA. A noncitizen lawfully admitted for temporary or permanent residence under §245A of the INA (8 U.S.C. 1255a) [*amnesty granted under INA 245A*].
- ▶ Documentation of eligible immigration status will be required at the time of application and whenever any new member is added to the household. Documentation must be in the form required by federal regulation.
- ▶ Verification of immigration status will be conducted through procedures established under federal regulation.
- ▶ A household is eligible for assistance as long as at least one member is a citizen, national, or eligible noncitizen. Households that include eligible and ineligible individuals are considered *mixed households*. Such households will be given notice that their assistance will be prorated, and that they may request a hearing if they contest this determination. For mixed households living in Public Housing, the higher of TTP or flat rent applicable to the unit will be used to determine household rent.

Provide Social Security Numbers

For the applicant and all members of the applicant's household age six years or older, the household must provide documentation of a valid Social Security Number (SSN) assigned or a certification stating that no SSN has been issued. Documentation of a valid SSN must be provided for

household members under six years of age within 90 days of application, with one extension of an additional 90 days at the LDCHA's discretion for good cause.

If a household member who is required to execute a certification is less than 18 years old, the certification must be executed by the individual's parent or guardian [24 CFR 5.216(j)]. Assistance cannot be provided to a household until all SSN documentation requirements are met. A detailed discussion of acceptable documentation is provided in Chapter 11.

If a new member who is at least six years of age is added to the household, the new member's SSN documentation must be submitted at the household's next interim or regular reexamination, whichever comes first. If any member of the household who is at least six years of age obtains a previously undisclosed SSN, or has been assigned a new SSN, the documentation must be submitted at the household's next regularly scheduled reexamination.

The LDCHA must deny assistance to an applicant household if they do not meet the SSN disclosure, documentation and verification, and certification requirements contained in 24 CFR 5.216.

Household Consent to Release of Information [24 CFR 5.230]

HUD requires each adult household member, and the head of household, spouse, or co-head, regardless of age, to sign form HUD-9886, Authorization for the Release of Information/Privacy Act Notice, and other consent forms as needed to collect information relevant to the household's eligibility and level of assistance. Chapter 11 provides detailed information concerning the consent forms and verification requirements.

The LDCHA must deny admission to the program if any member of the applicant household 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)].

Additional Eligibility Criteria

Initiating Threats

The LDCHA will not place on the waiting list or admit to housing programs any household who threatens, harasses, impedes or interferes with LDCHA staff, agents, tenants, other applicants or in any way attempts to disrupt the operational activities of the housing authority. Such behavior will be grounds for denial of eligibility and removal from the waiting list.

Eviction for Drug-Related Activity

The LDCHA will not place on the waiting list or provide assistance to persons evicted from public housing, Indian housing, Section 8 programs or Section 23 programs because of drug-related criminal activity for 3 years from the date of such eviction.

The date and reason for the eviction will be verified with the housing authority, agency or owner operating the applicable program or property as part of a determination of initial eligibility or continued eligibility under procedures outlined in this plan.

- ▶ The LDCHA will waive this requirement if:
 1. The person demonstrates successful completion and/or current participation in a rehabilitation program approved by the LDCHA; or
 2. The circumstances leading to the eviction no longer exist.

Illegal Drug and Alcohol Users

The LDCHA will not place on the waiting list or provide housing assistance to any person, including a juvenile, who is determined to illegally use a controlled substance or to abuse alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents as evidenced by:

1. Arrest or conviction for possession of a controlled substance (an arrest record alone will not be the basis for denying housing);
 2. Arrests and/or convictions for disturbances or other violations of the law while under the influence of alcohol or a controlled substance;
 3. Documented lease violations for disturbances or destruction of property while under the influence of alcohol or a controlled substance; and/or
 4. Documented allegations from reliable sources of behavior while under the influence of illegal drugs and/or alcohol that endangers the health or safety of children, other members of the household, neighbors or other community members.
- ▶ The LDCHA will waive this requirement if the person demonstrates to the LDCHA's satisfaction that they no longer engage in drug-related activity or abuse of alcohol and:
1. The person has successfully completed a supervised drug and/or alcohol rehabilitation program; or
 2. The person is participating in a supervised drug/alcohol rehabilitation program approved by the LDCHA; or
 3. The person is otherwise successfully rehabilitated.

Criminal Activity

No household member may have a history of violent or drug related criminal activity as evidenced by a conviction (or by an arrest record and other evidence that establishes that the person engaged in disqualifying criminal activity) within five (5) years prior to the date of application and/or the date assistance is offered to the household.

The LDCHA will not place on the waiting list or provide assistance to any household member who:

- ▶ Has been convicted of the manufacture, sale or distribution of methamphetamine;
- ▶ Has been convicted of a sexual or violent crime against a child; or
- ▶ Is required to register with any State's sexual predator list, or is subject to a lifetime sex offender registration requirement.

The LDCHA will not place on the waiting list or provide assistance to a household when a preponderance of evidence indicates that any member of the household, including a juvenile, engages in or has engaged in violent criminal activity within the past five (5) years regardless of whether the household member has been arrested or convicted.

- ▶ Preponderance of evidence will include, but is not limited to:
 1. Reports from law enforcement agencies of active investigation for a violent crime;
 2. Records of arrests and conviction for violent crimes reflecting a pattern of continued criminal activity and/or habitual violent criminal behavior;
 3. Recommendations from law enforcement, probation and parole agencies.
 4. Documentation substantiating a VAWA claim.

- ▶ Violent criminal activity includes any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property.
- ▶ Persons removed from a household within the last five (5) years under a VAWA claim are considered to have engaged in violent criminal activity.
- ▶ Screening of criminal records available to the public will be conducted for all adult household members as a routine part of any eligibility determination. Criminal records will be screened for any adult added to a participating household.

The LDCHA is not obligated to undertake investigation of criminal activity by every applicant and/or participants except when reliable indicators of involvement in serious violent crimes by an individual are presented.

- ▶ The LDCHA will not pursue termination of a household's assistance if the person determined to be involved in violent criminal activity vacates the unit and is removed from the applicant's or participant's household. Certification of such removal will be required from the head of household, and must be signed by the person removed from the household. If the household is a Section 8 program participant, the landlord of the assisted rental unit must also sign the certification.

Debts for Current or Previous Housing Program Participation

The LDCHA will not place on the waiting list or provide housing assistance to a household if any adult member currently owes a debt or other amounts to the LDCHA or any other housing authority in connection with any federal housing assistance programs. Additionally no household will be provided assistance if any member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.

Tenant Suitability

The LDCHA screens all applicants for the waiting list on the basis of factors which relate to the suitability of the household as a tenant as allowed under federal regulation.

No household member may have a residential history reflecting a pattern of property damage, willful disregard for the safety and well being of others, disregard for the peaceful enjoyment of neighbors, and/or inability to comply with contractual obligations within three (3) years prior to the date of application and/or the date assistance is offered to the household.

Readmission to LDCHA

Households terminated from LDCHA programs due to serious violations of the public housing lease or violations of an assisted lease resulting in violations of the household's obligations under a housing program may be readmitted to LDCHA programs if, at the time they reapply, they can demonstrate good rental history with no serious lease violations for a period of at least three years.

Summary Grounds for Denial and Termination of Eligibility

The LDCHA may at any time deny eligibility or terminate assistance in the following circumstances:

1. Violations of household obligations under the program;
2. Lease violations under the LDCHA One Strike policy.

3. Eviction from public housing;
4. Termination of assistance by a housing authority;
5. Involvement in drug-related and/or violent criminal activity;
6. Fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
7. Debts to the LDCHA or any other housing authority;
8. Failure by a household in the Family Self-Sufficiency program to comply, without good cause, with their contract of participation;
9. Whenever a household or any household member has engaged in or threatened abusive or violent behavior toward LDCHA staff.
10. Failure by the household or any household member to sign and submit consent forms for obtaining information in accordance with federal regulations and LDCHA policy.
11. Failure by the household or any household member to comply with the work requirement under the Moving to Work Demonstration program.

If LDCHA determines that a household is not eligible for any reason the household will be notified promptly and will be provided the opportunity for an informal review or hearing as set out in Chapter 5.

Discretion to Consider Circumstances

In any determination of eligibility the LDCHA will retain the right to consider all circumstances on a case-by-case basis as allowed under federal regulations.

Appeals and Complaints

The LDCHA programs will be administered in compliance with federal regulations granting applicants and participants an opportunity to appeal decisions to deny, terminate or reduce housing assistance.

Hearing Officer

The LDCHA Executive Director serves as the Hearing Officer for all appeal and grievance procedures provided through the LDCHA. Initial decisions to deny or terminate assistance are made by departmental staff. The Executive Director does not take part in these determinations.

In the absence of the Executive Director, or should circumstances be such that the Executive Director is not able to act as the Hearing Officer, an alternate will be named by the agency or by the Board of Housing Commissioners.

An administrative review is conducted by a supervisor of the LDCHA department making the determination or another director selected by the Executive Director.

Review or Hearing Not Required

The LDCHA will not offer or conduct reviews or informal hearings for the following matters:

1. LDCHA discretionary administrative determinations.
2. General policy issues or class grievances such as local preferences or income eligibility.
3. Determinations of household unit size under LDCHA subsidy standards.
4. Determinations not to grant an extension or suspension of a voucher term.
5. Determinations not to approve a unit or a proposed lease.
6. Determinations that a unit is not in compliance with Housing Quality Standards (HQS).
7. Determinations that a unit does not comply with HQS because of household size or composition.
8. Establishment of the LDCHA schedule of utility allowances.
9. Determinations to exercise or not to exercise any right or remedy against the owner under a HAP contract.

Administrative Review of Applicant Determinations

The LDCHA will offer applicants for all programs an opportunity for an Administrative Review of the following decisions denying admission to the programs.

1. Denial of placement on the waiting list due to a decision that the applicant is not eligible under federal and/or LDCHA eligibility criteria.

2. Removal of an applicant from the waiting list due to a determination that the applicant no longer meets federal and/or LDCHA eligibility criteria because of a change in circumstances.
3. Eligible applicants denied local preference.

An Administrative Review provides an applicant an opportunity to meet with LDCHA staff and review the basis of the decision. A written notice of informal review findings will be sent to the applicant within 10 working days of the date of the review.

Administrative Review of Participant Determinations

Participants notified of the following decisions will first be given an opportunity to meet with LDCHA staff for an explanation of the basis of the change:

1. Determination of annual or adjusted income used for calculation of rent and housing assistance payment;
2. Determination of the allowance for tenant-paid utilities; and
3. Determination of household composition.

The meeting may be arranged by telephone, written or personal request and will be scheduled during normal business hours at the mutual convenience of LDCHA staff and the participant.

Administrative Reviews will be conducted by the supervisor and staff of the LDCHA department making the determination. A written notice of Administrative Review findings will be sent to the participant within 10 working days of the date of the review.

Informal Hearing

- ▶ The LDCHA will offer every applicant determined ineligible for assistance an opportunity for an informal hearing.
- ▶ Program participants will be offered an opportunity for an informal hearing to consider whether program staff has made the determinations listed below in accordance with applicable laws, HUD regulations and LDCHA policies.
 1. The household's annual or adjusted income used to compute housing assistance payment.
 2. The utility allowance for tenant-paid utilities.
 3. Determination of household composition.
 4. Termination of assistance under federal and LDCHA criteria for determination of participant eligibility as outlined in this Plan; and.
 5. Termination of assistance for temporary household absence from the unit for a period of longer than six (6) consecutive months.

An opportunity for an informal hearing must always be provided before terminating assistance.

Hearing Procedures

The LDCHA will offer and conduct informal reviews and hearings under the following procedures.

Notice of the Decision to Deny Eligibility or Terminate Assistance

Notice of the decision will be sent to the applicant/participant at the most current mailing address on record. The notice will:

1. State the reason(s) for the decision;
 2. Offer the applicant/participant an opportunity to request an informal hearing of the decision;
 3. Explain how to request an informal hearing; and
 4. The deadline for requesting an informal hearing.
- ▶ The applicant/participant must submit a written request for an informal hearing within ten (10) days of the date of the notice. Applicants/participants failing to request an informal hearing within this period will forfeit their right to a hearing of the decision in question.
 - ▶ The informal hearing will be scheduled during normal business hours on a date within thirty (30) days of the date of the request, unless extenuating circumstances require additional time, which will be documented by the LDCHA staff. The applicant/participant will be sent a notice of the date and time of the hearing.
 - ▶ When an applicant is denied because of criminal activity described in a criminal record report, LDCHA must, on request, provide both the applicant and the person who is the subject of the record a copy of the criminal record upon which the denial decision is based (24 CFR 5.903 (f)).
 - ▶ Notice of a decision to terminate assistance to a program participant will be given prior to termination of payment under a HAP contract. If requested, an informal hearing will be conducted and the hearing determination notice sent to the participant before termination of payment.
 - ▶ The applicant/participant may request the hearing be rescheduled if a serious and compelling reason attendance on the scheduled date and time. Requests for rescheduling must be received in writing no later than 24 hours before the date of the hearing. Requests to reschedule on the day of the hearing will be honored only in emergency situations. Decisions to reschedule will be made by the Review and Hearing Officer on a case-by-case basis.
 - ▶ Applicants/participants who fail to attend a scheduled hearing will forfeit their right to a hearing of the decision in question.

Right to Request Documents

The hearing notice will inform participants of their right to discover records and regulations the LDCHA has on file which are relevant to the decision in question, and the requirement to reveal to the LDCHA any documents the applicant/participant may have in their possession with a bearing on the decision which they intend to produce at the hearing.

- ▶ Requests to discover documents prior to the hearing must:
 1. Be in writing;
 2. Be accompanied by appropriate authorization for the release of information if the documents will be viewed by a person not a member of the participant household; and
 3. Must be submitted so that the appointment to view the documents may be scheduled at least 48 hours prior to the hearing.
- ▶ Copies of documents will be provided to the participant or their representative at the LDCHA's established copy fee in use at the time. Requests for copies of documents must be based on an examination of the documents in question and identify specific documents to copy.

Conduct of the Hearing

The hearing will be conducted by the LDCHA Hearing Officer. The LDCHA staff member(s) responsible for the decision in question will present the grounds for the decision. LDCHA documents requested prior to the hearing by a participant that were not provided will not be used in the hearing.

- ▶ Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence in judicial proceedings.
- ▶ The applicant/participant will be given an opportunity to present both written and oral objections and may, at their own expense, be represented by legal counsel or by other representatives. Participant documents not provided to the LDCHA prior to a hearing may not be used at the hearing.
- ▶ The Hearing Officer at his/her sole discretion may ask the household for additional information and/or may continue or adjourn the hearing as needed for a reasonable time to give a participant an opportunity to present evidence. If the household requests a reasonable accommodation during the hearing, the Hearing Officer will make a decision to approve or deny the request based on the criteria in the Reasonable Accommodations Policy of this Plan. In the case of domestic violence, the hearing may be postponed pending further investigation.
- ▶ If the household fails to appear at the hearing, or fails to meet a deadline imposed by the Hearing Officer, the decision of LDCHA shall become final and take effect immediately. No new hearing will be granted unless the applicant is able to demonstrate to LDCHA, by clear and compelling evidence, that their failure to appear or meet the deadline was caused by circumstances beyond their control.

Standard of Review

The Hearing Officer will determine whether LDCHA's action or decision is consistent with HUD regulations and this Plan based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the household will be based on a preponderance of the evidence presented at the hearing.

Determination

Notice of the final decision resulting from a hearing will be prepared by the Hearing Officer and sent to the applicant/participant within ten (10) days of the date the hearing is closed. This notice will include:

1. A clear statement of the finds, decision and explanation of the reasons;
2. A calculation of amounts owed if the decision involves money owed to LDCHA, and
3. The date the decision is effective.

Reports of Problems / Complaints

LDCHA staff will respond promptly to reliable reports of problems or complaints received from applicants, participating households, owners, or the general public. The severity of the problem reported will be considered in determining the appropriate response. Such reports will be handled on a case-by-case basis.

Persons contacting the LDCHA office to report a problem will be asked to submit a written statement of the problem and to identify themselves. Anonymous reports will not be acted upon unless there is convincing evidence that further investigation is necessary or could prove beneficial

to the LDCHA and/or to program participants.

Written reports of potential lease violations received from reliable, identified sources will be referred to the owner for further investigation and possible lease enforcement action. Tenants reporting problems with an owner will be advised on the appropriate action and the report will be noted in the owner's file.

Tenant Grievance Procedures for LDCHA Owned Units

LDCHA has adopted a Tenant Grievance Procedure, Resolution 30, as amended, that provides its Public Housing Residents an opportunity to grieve any LDCHA action or failure to act involving the lease of LDCHA owned units or applicable policies. The Tenant Grievance Procedure is incorporated into the LDCHA lease, and is incorporated in this Plan as Appendix I.

Assistance Standards

The LDCHA has established rental assistance standards based on guidelines for occupancy of assisted rental units. These standards determine the number of bedrooms needed for households of different sizes and compositions, the household unit size, and are used to set the maximum housing assistance paid for a household. All households that receive assistance from LDCHA are either in the MTW rent structure or the income based rent structure.

MTW rent schedules that outline the rent structure are covered in the MTW Plan and revisions are adopted periodically by the Board. The applicable Fair Market Rents (FMR) or housing assistance is determined by the household size of the participating household.

The LDCHA reserves the right to waive assistance standards on a case by case basis to achieve or maintain full occupancy of LDCHA owned units. All such waivers will be approved by department supervisors and full documentation of the waiver will be maintained in the appropriate applicant/tenant unit file.

Occupancy Guidelines

1. All persons that reside in the unit should have adequate sleeping room and space to avoid overcrowding and comply with Housing Quality Standards or Uniformed Physical Condition Standard (UPCS) as applicable.
2. No more than two (2) persons should share a sleeping room.
3. The living room and non-traditional sleeping areas shall not be used regularly as a bedroom except in studio apartments.
4. An unborn child will be counted as a person in determining unit size.
5. Children over 12 months in age should not share a bedroom with a parent or parents.
6. Separate bedrooms may be provided for reasons of health, age, physical disability, etc. Verification of the individual household member's need for a separate bedroom must be provided by a medical doctor or appropriate social service agency.
7. Social factors such as age differences or sex of siblings shall be taken into account in determining unit size. Children age five (5) years and above of the opposite sex should have separate bedrooms.
8. A child away from home due to placement in foster care or other temporary custody arrangements is considered a member of the household and will not be removed from the household unless the placement is for 12 or more months. Proof of placement and/or reintegration must be provided for any determination or change in unit size needed.
9. A live-in aide counts as a person in determining unit size. Documentation of the need for attendant care and complete identification of the attendant must be provided.

10. Occupancy by minors not accompanied by both birth/adoptive parents must be supported by appropriate legal or court documents establishing residential custody for each minor.
11. Partial residential custody of minor children will be considered in determining household size. Residential custody of 50% or more days in a year is required for the child to be considered a dependent in the household. Residential custody of 25% or more days in a year is required for the child to be considered in determination of household unit size, voucher subsidy standard or appropriate bedroom size.

Household Unit Size

Household unit size determines the maximum rent assistance for the household based on HUD established FMR. The FMR's are set by bedroom size. The following rental assistance standard will be used by the LDCHA to determine household unit size.

Household Unit Size	Persons in Household	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3*	3	6
4*	4	8
5*	5	10
6*	6	12

*As determined by the Occupancy Guidelines

The household unit size remains the same as long as the household composition remains the same, regardless of the actual unit size selected. Voucher participants have the choice to rent a larger unit but voucher subsidy will be based on household unit size established under LDCHA assistance standards.

The LDCHA makes initial determinations of household unit size based on information concerning age, sex, social and accessibility needs submitted by the household and verified as part of the application. Household unit size is reviewed at admission to any LDCHA program, at each recertification, and as a result of reported changes in household composition. All determinations are made on a case-by-case basis and written notice is given to the participant and maintained in the tenant record file.

Medical need for a larger unit will be verified by obtaining a certification of medical necessity from the appropriate medical practitioner at the time an assisted household moves to a new unit or upon change of disability status. Temporary changes in unit size will not be approved.

LDCHA Owned Units

Handicapped Accessible Units

LDCHA units with accessibility features are offered first to applicants who need accessible housing in order to accommodate the needs of disabled applicants and to best utilize handicapped accessible units. If there is no household on the waiting list needing a unit with accessibility features, the LDCHA will offer the unit to the next eligible applicant on the appropriate waiting or transfer list, with the understanding that the household will be required to transfer when the unit is needed by an applicant requiring the accessible unit.

Households occupying handicapped accessible units that do not have documented need for accessibility features will be required to transfer to a non-handicapped accessible unit when an applicant needing accessibility reaches the top of the waiting list for the respective LDCHA program. In such situations the non-disabled household will be transferred at their own expense and within a reasonable amount of notice.

Tenant Based Voucher Rental Assistance

In tenant based voucher programs the payment standard is the limit of maximum subsidy for the household. The rent to owner may be higher than the payment standard, providing it is a reasonable rent for the unit, and the household will pay the difference. The payment standard for a tenant based voucher household will be the lower of:

- ▶ The payment standard for the household unit size; or
- ▶ The payment standard for the unit size rented by the household.

The LDCHA sets the voucher payment standard between 90 and 110 percent of the HUD established Fair Market Rent (FMR) currently in effect for each bedroom size. The Voucher payment standard is reviewed annually at the time new FMR's are published to determine if an affordability adjustment is needed to keep the payment standard within the regulatory range.

Changes in the Voucher payment standards are applied at the time of scheduled recertifications as described in Chapter 13.

The LDCHA reserves the right to adjust or change the voucher payment standard as a result of budget shortfalls or cuts in order to maintain program operations and utilization.

Program Assistance

Review of Eligibility Prior To Issuing

Applicant eligibility is reviewed prior to offering units and issuing assistance. If the information on file is not current within sixty (60) days the applicant is required to provide current income and household composition information before a housing offer will be issued. **Changes in household composition may affect waiting list placement and offers of assistance as outlined in Chapter 3 of this Plan.** Applicants with pending eligibility will not be issued any offers of assistance until a final eligibility determination is made.

The standards for admission remain applicable to applicants on the waiting list and screening for suitability for housing continues until a lease is signed. An applicant on the waiting list must maintain their eligibility and may be later determined ineligible.

Offering Units

The LDCHA will offer eligible applicants LDCHA owned units in accordance with this Plan and in conformance with all civil rights and nondiscrimination laws. Depending on the availability of a unit(s) offers will be made according to one of the following two methods:

1. Units will be offered based on the unit size, type, and accessible features to the eligible applicant from the top of the respective waiting list based upon preference factors and time and date of application.
2. In circumstance where there are a large number of vacancies, the LDCHA reserves the right to offer a unit to multiple eligible applicants in order to reduce vacancy days. When offering to multiple applicants the pass penalty will not be applied to applicants unless they have the opportunity to accept the offer. Multiple applicant offers will be made in order of unit size available, waiting list preference, then date and time of application. Applicants who do respond to an offer will be removed from the waiting list.

Selection

Offers of Assistance from respective waiting lists will be based on unit suitability to household size and composition and made in a manner to attain a broad range of mixed income and racial diverse housing communities at LDCHA properties. Agency solvency shall be a prime consideration in application of this tenant selection.

Tenants will be selected from among applicants eligible for dwelling units of a given size and special features in accordance with current federal regulations and the occupancy standards stated in Chapter 6 and in conformance with the local preferences system in Chapter 3. Applicants will be assigned to vacant Scattered Site units in conformance with the Scattered Site Management Plan that is contained in this Plan.

Time Limit for Unit Offer Acceptance or Refusal

All offers will be mailed by first class mail. Applicants will have five (5) business days from the date of the offer to accept or refuse an offer.

In circumstances when there are a large number of vacancies, the LDCHA reserves the right to make offers by the most efficient form of communication and follow up with written confirmation of the offer.

Refusals of Unit Offer and Number of Offers

The LDCHA shall make all offers of housing in sequence and there must be a rejection of a prior offer before the applicant may be offered another location. If an applicant refuses any offer of assistance, the applicant will be moved down on the particular waiting list from which the offer was made, to the date the offer was made (referred to as the pass penalty).

If a second offer is made and declined, and the applicant has been offered all forms of housing assistance for which they are eligible, the applicant is removed from all waiting lists and will not be eligible to reapply for 6 months from the date of the second offer.

If a second offer is made and declined from a same form of housing assistance, but not all forms of eligible assistance have been offered, the applicant is dropped from all waitlists within the form of housing that has been offered twice. [Example: If an applicant has been given an offer for Edgewood Homes and Babcock Place and decline, the applicant is dropped from the public housing wait list and will not receive further offers for public housing, but is still eligible for one voucher offer.]

Forms of Housing

Public Housing	Voucher	Clinton Place	Lawrence Expanded Housing (LEH)
<ul style="list-style-type: none">• Edgewood Homes• Scattered Sites• Babcock Place• Peterson Acres I	<ul style="list-style-type: none">• Section 8 HCV• Transitional (identified in Chapter 18)	This form of housing has a site-based waiting list and is solely processed from its Tenant Selection Plan and not Admin/ ACOP	This form of housing will be administered as a site-based waitlist as approved by the Board

All offers and rejections of housing under this statement shall be documented in writing.

Scattered Site Management Plan

Applicants will be assigned to vacant Scattered Site units in conformance with this Scattered Site Management Plan and this Plan. Where there are suitable vacant units in more than one LDCHA development, and where the applicant meets the criteria of the Scattered Site Management Plan, vacant Scattered Site units will be filled first. This action is taken to protect and secure property located in the community and consequently removed from management's close oversight.

Selection of applicants from the waiting list for assignment to a unit in a scattered site development shall be made based on the information provided in their application relating to suitability and past residential history. Only those applicants whose past residential history indicate an ability to abide by a lease agreement will be selected for a scattered site unit.

The LDCHA views Scattered Site housing as the opportunity for households to live within the community, independent from immediate management, and only those households who demonstrate the ability to live independently and not disturb the neighbor's peaceful enjoyment of their property, or affect the physical or social environment of the neighborhood, may be housed in

Scattered Site property. Therefore, the lease states and the tenant shall agree that should their behavior violate the above principle and the lease agreement, the LDCHA reserves the right to transfer the lessee to another LDCHA owned unit where direct supervision can be exercised.

In the event that the tenant(s) fails to comply with lease obligations, management will give due notice of failure to perform. If performance is not forthcoming by the tenant(s), management will provide the service and assess a charge according to the established rate as listed in the Maintenance and Damages Schedule of Charges posted at the LDCHA Administrative Office.

Acceptance of Unit Offer

After the applicant has accepted a unit owned by the LDCHA, all household adult members are required to complete a Personal Declaration packet and attend a lease up meeting. Individual lease up meetings are also held for tenants moving with continued assistance.

- ▶ In cases of a group lease up meeting, there will be an opportunity for individuals to meet privately with LDCHA staff to review their information and ask any questions they have before signing their lease.
- ▶ All tenants must pay any pro-rated rent and the first month's rent at move-in.
- ▶ Tenants responsible for furnishing the utilities must have utilities transferred into their name. At no time can the utilities be in the name of a person that is not part of the household and approved by the LDCHA to be on the lease. Edgewood Homes' tenants are required to have the electric placed in their name the entire time during tendency. Scattered Sites tenants including Peterson Acres I and II are required to have the gas, electric and water placed in their name the entire time during tendency.
- ▶ Current security deposit payment schedule based on the bedroom size of the unit has been established by the Board under Resolution 804 herein incorporated as Appendix II and is posted in the LDCHA administrative offices. This schedule pertains to all LDCHA owned properties. The collection of full payment of a security deposit is necessary to protect the fiscal solvency of the agency. The tenant must pay no less than one-half the deposit prior to move-in, when necessary LDHCA staff may offer a written payment plan to the tenant to pay the remaining half in two equal payments. In case of a hardship, a one month extension may be granted in conformance with security deposit policy.
- ▶ The LDCHA considers payment of a security deposit as an acceptance of the unit. Once a deposit has been paid the LDCHA no longer offers the unit to other applicants. Therefore, the LDCHA will retain the security deposit of a tenant who fails to move into an accepted unit.
- ▶ Pet Deposit and Pet Fee. One-half of the established security deposit shall be deposited in addition to the regular security deposit plus a nonrefundable administrative fee of \$25.00 by any tenant who has a pet. The deposit and fee must be paid in one full payment. This pet deposit shall be refunded upon move-out, or if the tenant no longer owns a pet, after an inspection, if no damages have been caused by the pet.

Pet ownership is governed by the LDCHA Pet Policy, Resolution 295 as amended herein incorporated as Appendix III, which states that only elderly, handicapped/disabled tenants living in units specifically designated for occupancy by elderly, handicapped/disabled persons, and scattered site tenants may keep common household pets. In all other units pets are prohibited with certain exceptions such as goldfish, and songbirds.

Lease Up

During the lease up process tenants will sign required documents and receive an overview of LDCHA policies and procedures and will be given a copy of the lease agreement, the LDCHA Tenant Handbook, and the key to the unit, plus a mailbox or laundry room key as applicable. A move-in inspection will be conducted with LDCHA Management Staff and tenant after lease up has been completed. An Inspection Report to document the condition of the unit at move-in will be completed, placed in the tenant's permanent file and a copy given to the tenant.

Offering Vouchers

The LDCHA will base voucher offers on regular reviews of voucher utilization by General Housing staff. When it is determined that vouchers will be available the LDCHA will offer vouchers to eligible applicants on the waiting list in order of preference and date and time of application.

The number of applicants to include in a voucher offer will be based on the projected number of available vouchers and LDCHA data on voucher holder success rate. Applicants will be selected for voucher offers from the top of the waiting list.

Applicants offered vouchers will have 10 days to contact the LDCHA and accept the offer. As part of accepting a voucher offer the applicant must submit updated income and household information and attend a voucher briefing.

Applicants that do not respond to a voucher offer will be removed from the waiting list.

Passing or rejecting a voucher offer will cause the applicant to incur a pass penalty and their waiting list placement to change as described in Chapter 3 of this plan.

Voucher holders that are already program participants who are offered continued assistance to move to a new unit must accept the offer and have their voucher reissued before the end of their current lease, any applicable extensions, or before vacating the assisted unit.

Voucher Briefings

All adult households' members are required to attend a briefing session before any form of assistance is issued. Group briefing sessions are held for applicants and individual briefing sessions are held for participants moving with continued assistance. Briefings for applicants offered tenant-based rental assistance are held separately. At the end of a group briefing each applicant is interviewed individually and given the opportunity to ask specific questions before signing their voucher.

Participants who have given or received notice to terminate tenancy are offered continued assistance, depending on the review of continued eligibility, and are requested to contact the LDCHA for a briefing appointment. At the briefing appointment the information packet is reviewed with the participant and any questions they have about continuing their assistance are answered before signing their assistance.

Voucher Term

The voucher is valid for a period of 60 days from the date of issuance. During this time LDCHA staff is available to answer questions regarding the search for housing. The household is required to contact the LDCHA office once a week during the term to determine if the household is actively seeking housing, to discover what problems they may be encountering, what additional assistance may be needed, and if an extension of the term is warranted.

The household must submit a Request for Tenancy Approval (RFTA) and a Lease within the 60-day period unless an extension is granted. Applicant households whose voucher expires at the end of 60-day term or at the end of any extension will be removed from the waiting list and will not be eligible to re-apply for six months.

Participant households who allow their voucher to expire while still under lease may have it reissued upon submission of a current notice to terminate the lease. Participant households whose voucher expires after they are no longer under lease are notified that their program participation has ended.

Extension of Voucher Term

A household may request an extension of the term. All requests for extensions must be in writing and be received before the expiration of the term.

Extensions will be granted for periods of thirty (30) days at a time not to exceed a total term of 120 days from the date the voucher was issued. Upon request, LDCHA staff will approve from an additional extension, according to HUD regulations, of the total term in order to make the program accessible to and usable by a household member with a disability. Such requests must comply with the program policy for reasonable accommodations as outlined in Chapter 1.

Extensions are granted on a case-by-case basis at the discretion of programs staff, taking into account:

1. Extenuating circumstances such as hospitalization or a household emergency for an extended period of time that has affected the household's ability to find a unit within the initial 60-day period. Verification is required.
2. The household's follow through with the weekly check in requirement.
3. The household has turned in a RFTA but the unit has not passed Housing Quality Standards (HQS).

Suspension of Term

The LDCHA will suspend, or "stop the clock", on the term to allow correction of HQS deficiencies in a unit for which the household and an eligible owner have submitted a valid RFTA and an initial inspection has been conducted. A maximum of 30 days may be added to the term if the unit fails to pass HQS inspection.

The LDCHA will resume the term of the household's voucher upon notice from either the owner or the household that the RFTA will not result in a lease.

RFTA's submitted to the LDCHA are held for one week and then voided if no inspection of the unit is scheduled. Households submitting RFTAs that do not result in initial inspections will not have the term suspended and no days will be added to the term.

One RFTA at a time will be processed, and submitting additional RFTA's will void previously submitted RFTA's.

Portability

The LDCHA will honor program participant moves into its jurisdiction under Federal regulations governing portability of Vouchers according to 24 CFR 982.353 - 982.355. Voucher holders wishing to move under portability will be required to document a need to move outside the LDCHA jurisdiction for reasonable accommodation or reasons of economic, education, or household needs as granted under the LDCHA MTW Plan. HOME tenant based rental assistance vouchers are not portable outside the jurisdiction of the applicable HOME grant.

Applicants issued vouchers from the LDCHA waiting list who were not Douglas County, Kansas residents at the time of application must use the voucher in Douglas County, Kansas for 12 months before being eligible to port outside the LDCHA jurisdiction.

There are two types of portability requests:

1. **Port Out** - The LDCHA as Initial Housing Authority

Eligible participants who notify the LDCHA of their intention to move outside of Douglas County, Kansas will be issued assistance under the same procedures as other participants. The LDCHA will determine if the jurisdiction to which the participant wants to move will administer the participant's voucher or absorb the participant into their program. The appropriate HUD portability forms will be sent to the local housing authority for participants that are approved for portability. In cases where the receiving housing authority will administer the voucher, the LDCHA will deny portability only when there are not sufficient funds in the LDCHA budget to cover the higher payment standard of the receiving housing authority.

- If the LDCHA denies a port out request the participant will be notified by letter.
- The port request to move will be open for consideration for 6 months.
- The LDCHA will notify the participant with an open port request when funds become available no later than January 1 of the following year.

2. **Port In** - The LDCHA as Receiving Housing Authority

The LDCHA will promptly complete and return the HUD portability form received from an initial housing authority and comply with portability requirements.

When the LDCHA does not have sufficient funds to absorb the household the LDCHA will bill the initial housing authority for the all allowable housing assistance payments, administrative fees and preliminary expenses in a timely manner.

LDCHA MTW program requirements will apply to persons moving into the LDCHA jurisdiction under portability unless prohibited under Federal Regulation.

Mandatory Resident Services Orientation

The LDCHA MTW Plan requires all adults to attend an orientation session on the services and programs offered by the LDCHA Resident Service Office (RSO) before admission to any LDCHA Moving To Work (MTW) programs. LDCHA programs included in the LDCHA MTW Demonstration are the Public Housing programs (units owned by the LDCHA) and the Housing Choice Voucher (Tenant Based Rent Assistance). The Senior Housing program participants are exempted from the MTW rent structure and the work requirement. Chapter 12 has a complete description of the MTW exemptions.

The purpose of the Mandatory Resident Services Orientation is to introduce new program participants and tenants to the wide array of services available to them through RSO and to help them learn how to access these services. The LDCHA RSO Office provides direct services to program participants and residents including, employment assistance, assistance with household health issues, youth programming, education and training programs, assistance securing community services and resources necessary to maintain lease and program compliance in order to safeguard their housing. The Orientation will also inform households about the LDCHA homeownership program and explain how to qualify.

Applicants will be notified of the Resident Services Orientation requirement at the time of preliminary and final application. When a voucher or unit is offered to a household that meets the MTW eligibility criteria they will be informed that they must contact the LDCHA RSO to take part in the

orientation and document their completion of the Orientation by bringing their certificate of completion with them to their lease up meeting. Households who refuse to complete the RSO Orientation will not be admitted to the program.

LDCHA Unit Inspections

General Purpose

Inspections of LDCHA properties are conducted by LDCHA maintenance staff accompanied by management staff. LDCHA will inspect each dwelling unit prior to move-in, at move-out, and annually during occupancy to ensure each unit meets the minimum standards for safe and habitable housing.

LDCHA housing standards are reviewed for compliance with federal and local housing criteria. Changes in federal inspection requirements are implemented in conformance with federal statutes, regulations and notices. Recommendations for changes resulting from changes in local Housing Code are developed by staff based upon the annual comparison of federal and local standards or upon notice of changes in applicable standards or codes. The Board determines which standards from local Housing Code are adopted. Enforcement of new inspection requirements approved by the Board will begin thirty days after publication of the notice of the new requirements is sent out.

Lead Based Paint Disclosure

All LDCHA properties were built after 1978 with the exception of Edgewood Homes and Babcock Place. Edgewood Homes has been tested by Bristol Environmental Services which certified that there is no lead based paint. Each resident is provided with the lead-based paint brochure and LDCHA disclosure at the time of lease-up.

The Lawrence-Douglas County Health Department has requested not to receive quarterly reports on LDCHA households. The health department has agreed to obtain a release of information from a household when testing reveals a child with elevated blood lead levels and the household reports being a housing authority participant. The health department will instruct the household to contact the LDCHA and will follow up with the LDCHA.

Inspection Protocol

HUD inspection protocol is utilized in order to conduct the highest quality of inspections on all properties receiving federal subsidy. Every effort must be made to assure that all units assisted by any LDCHA programs are in decent and safe condition as determined by the Housing Quality Standard (HQS), Uniform Physical Condition Standard (UPCS) and local codes. Inspections are both physical and visual which includes opening all closets, kitchen drawers, cabinets, stoves, refrigerators for damaged or torn seals, plumbing which includes flushing toilets, turning on the faucet and inspecting under the sinks. The inspector will inspect fire extinguishers and test smoke detectors.

The LDCHA inspector, requires full access to walls, doors, windows, storage areas, electrical receptacles, mechanical closet, plumbing and other electrical features in order to perform the inspection. The unit must be free of any dangerous air pollutants, pest infestation, debris and clutter that may impede the inspection or any potential hazards to the household. Medical pull cords

must hang freely and be unobstructed. When called for, the LDCHA inspector may require personal items to be moved in order to gain access to an inspection area. The LDCHA inspector will not be responsible for the removal of personal items including furniture in order to conduct the inspection.

The LDCHA inspector reserves the right to take pictures during the inspection. Photographs will be taken to document the condition of a unit in the following circumstances:

- ▶ Failed items.
- ▶ Unsanitary conditions.
- ▶ Infestation.
- ▶ Damages.
- ▶ Tenant neglect in maintaining the unit.
- ▶ Any special inspections where a visual assessment is warranted.
- ▶ Excessive clutter that poses a hazard.

The LDCHA inspector will not conduct an inspection of a unit and/or its premises if the LDCHA inspector determines that a condition listed below exists such that it limits or interferes with the inspector's ability to properly carry out the inspection. At no time should a unit or the inspection area be cluttered to the point that it prohibits or interferes with the inspection process. Clutter is defined as a confused disorderly state of heavy accumulation of debris or piles of belongings that block a clear pathway in and about the unit. The inspector will document:

- ▶ Excessive clutter preventing access to a majority of the unit's systems or areas.
- ▶ Unsanitary conditions (such as overflowing and foul trash odor, sticky floors, stagnant water, and strong pet odor).
- ▶ Infestation.

The LDCHA inspector will not inspect a unit if there is concern for his/her safety or believes a hazardous condition exists. The LDCHA inspector will document:

- ▶ Observance of irrational, unstable, violent or threatening behavior.
- ▶ Conduct creating an intimidating or uncomfortable situation.
- ▶ Hazardous conditions.

Units Owned by the LDCHA

Types of Inspections

Move-In - Conducted with LDCHA Management Staff and tenant after lease up has been completed.

Annual - All units owned and operated by the LDCHA are inspected annually or at regular intervals established by policy. At least every two or three years depending upon HUD's inspection schedule, tenants will be notified by the LDCHA of a Quality Assurance (QA) inspection which is part of the Real Estate Assessment Center (REAC), that will be conducted on a random basis by HUD of all public housing properties.

Special - Conducted at the request of a tenant or if LDCHA staff determines there is need, to verify the existence of conditions which may be a violation of LDCHA housing standards. Prior to a staff determination of need for a Special inspection, LDCHA staff will confirm reports of unit conditions with LDCHA maintenance and/or contractor.

Quality Control - Performed on an annual basis and as needed to monitor the consistency and effectiveness of inspection procedures in ensuring the quality of housing available to low-income

households. Annually, a sample of units is selected for inspection as required by federal regulation. This may be done prior to move-in as a follow-up to maintenance work completed.

Pest Control – Edgewood Homes and Babcock Place will have routine scheduled pest control inspections in order for the LDCHA to continue to provide and maintain a high level of housing standard free of any infestation. Tenants will be provided a list of inspection dates at least annually. All other LDCHA owned and operated units will have pest control inspections conducted on a case by case basis as needed. Tenant(s) agree to pay for pest control services where infestation is caused by the tenant(s).

Preventative Maintenance – These inspections are conducted throughout the year by maintenance staff on quarterly, bi-monthly and annual basis.

Move-Out - The LDCHA must inspect the unit at move-out and the tenant is encouraged to participate in the inspection, unless the tenant vacates without notice to the LDCHA. The LDCHA must provide to the tenant a statement of any charges to be made for maintenance and damage beyond normal wear and tear. The difference between the condition of the unit at move-in and move-out establishes the basis for any charges against the security deposit so long as the work needed exceeds that for normal wear and tear.

Notice and Scheduling of Inspections

- ▶ Tenants will be notified in writing of any upcoming inspections. The LDCHA maintains procedures to schedule timely inspections of units. Tenants will be asked to sign a permission to enter form at move-in and at least annually.
- ▶ The LDCHA will notify the tenant in writing at least 48 hours prior to any non-emergency inspection.
- ▶ For regular annual inspections, the household will receive at least one week written notice of the inspection to allow the household to prepare the unit for the inspection.
- ▶ Entry for repairs requested by the household will not require prior notice. Tenant-requested repairs presume permission for the LDCHA to enter the unit.
- ▶ If no one is at home the inspector will enter the unit, conduct the inspection and leave a copy of the inspection notice in the unit.
- ▶ The tenant is not required to be present for the inspection except at move-in inspections. A move-in inspection inventory sheet will be done and a copy given to the tenant.
- ▶ LDCHA staff may enter a unit without prior notice for an emergency or when an extreme hazard involving the potential loss of life or severe property damage exists. In the event that the Tenant(s) is absent at the time of entry, a written statement shall be left specifying date, time, and purpose of entry prior to leaving the premises.

Clearing Deficiencies

If a unit fails an inspection and/or has deficiencies, the LDCHA will generate a work order and notify the tenant of the deficiencies found at the time of the inspection, and the approximate date by which these items will be corrected. The following constitutes an emergency and will be corrected within 24 hours:

- ▶ Any condition that jeopardizes the security of the unit.
- ▶ Burst water pipes, water faucets or supply valves that cannot be shut off.
- ▶ Gas smell.
- ▶ Broken hot water heater.
- ▶ Any electrical sparks.
- ▶ No heat, if the outside temperature is below 45 degrees.
- ▶ Smoke or fire.

- ▶ Inoperable smoke detector.
- ▶ Stopped up toilet where there is only 1 (one) bathroom.

All other maintenance matters will be handled during regular business hours as routine work orders.

Tenant(s) will be charged for all repairs that are the result of tenant caused damage. It may be necessary for the LDCHA to send electrical, heating, plumbing, or other contractors to the unit, and the household must allow them access to do the repair to correct the deficiency. Failure to do so will result in a lease violation of a material terms of the lease.

Non-Emergency Repairs

The LDCHA will correct non-life threatening health and safety defects within 30 calendar days of the inspection date. If the LDCHA is unable to make repairs within that period due to circumstances beyond the agency's control (e.g. required parts or services are not available, weather conditions, etc.) the LDCHA will notify the household of an estimated date of completion. The household must allow the LDCHA access to the unit to make repairs.

Resident Caused Damages

Damages to the unit beyond normal wear and tear will be billed to the tenant in accordance with the established Maintenance and Damages Schedule of Charges adopted by the Board. Repeated or excessive damages to the unit beyond normal wear and tear will be considered a serious or repeated violation of the lease.

Housekeeping

Tenants whose housekeeping poses a non-emergency health or safety risk, encourage insect or rodent infestation, or causes damage to the unit are in violation of the lease. In these instances, the LDCHA will provide proper notice of a lease violation.

A re-inspection will be conducted within 14 days to confirm that the tenant has corrected the problem. Failure to abate the problem or allow for a re-inspection is considered a violation of the lease and may result in termination of tenancy in accordance with Chapter 15.

Notices of lease violation will also be issued to residents who purposely disengage the unit's smoke detector. Only one warning will be given. A second incidence will result in lease termination.

Housing Quality Standards

General Purpose Voucher Units

The LDCHA inspects all units occupied by tenants assisted with Section 8 vouchers to ensure that the units meet minimum standards for safe and habitable housing. No unit will be initially subsidized unless these standards are met. Units must meet the LDCHA established inspection standards before initial Housing Assistance Payment (HAP) subsidy can be made and throughout any term of a lease subsidized by the LDCHA.

LDCHA HQS

The Housing Quality Standards (HQS) of the LDCHA are a combination of federal Housing Quality Standards set by HUD and local Housing Codes adopted by the City of Lawrence. Standards from the City of Lawrence Housing Code for existing residential structures that are more specific or more stringent than federal inspection criteria which are reviewed by the LDCHA Board and adopted as a required inspection criteria for LDCHA. In determining LDCHA HQS standards, special attention is given to ensuring that housing choice is not restricted.

The LDCHA HQS criteria are contained in an inspection booklet that includes form HUD-2580, Inspection Checklist for the Housing Choice Voucher Program, and a Local Housing Code criteria checklist of the LDCHA inspection criteria not listed on the HUD form.

LDCHA HQS inspection criteria are regularly reviewed for compliance with federal and local housing criteria. Changes in federal inspection requirements are implemented in conformance with federal statutes, regulations and notices. Recommendations for changes to LDCHA HQS resulting from changes in local Housing Code are developed by staff based upon the annual comparison of federal and local standards or upon notice of changes in applicable standards or codes. The Board determines which standards from local Housing Code are adopted as part of LDCHA HQS.

Enforcement of new inspection requirements approved by the Board will begin one full rent period following the month in which participating owners are notified of the requirement.

Types of Inspections

The LDCHA conducts the following types of inspections for units receiving tenant based subsidy:

Initial - Conducted before execution of an original lease and HAP Contract as a condition of unit eligibility for program participation.

Annual - Conducted before renewal of all continuing lease and HAP contracts as a condition of continued unit eligibility. All units leased under LDCHA programs are inspected annually or at regular intervals established by policy.

Biennial - At the discretion of the LDCHA, biennial housing quality inspections may be utilized for units that have a record of good property maintenance and pass HQS on the first inspection on at least two prior annual inspections; and may remain part of the biennial inspection process as long as the unit passes HQS.

Special - Conducted at the request of a tenant, owner, or if LDCHA staff determine there is need, to verify the existence of conditions which may be a violation of LDCHA HQS. Prior to a staff determination of need for a Special Inspection, LDCHA staff will confirm reports of unit conditions with the tenant/owner or other appropriate persons.

Quality Control - Annually, a sample of units are selected for inspection as required by federal regulation. The LDCHA must conduct supervisory quality control HQS inspections on an annual basis and as needed to monitor the consistency and effectiveness of inspection procedures in ensuring the quality of housing available to low-income households. This inspection will be conducted by the supervisor or his/her designee.

Any time an inspector is present in an assisted unit, the inspector has the right to conduct a full inspection. If new HQS deficiencies are discovered during the time of a re-inspection, the new items must be noted. The owner and/or tenant will be notified to correct the deficiencies.

Scheduling Inspections

The LDCHA maintains procedures to schedule timely inspections of units.

- ▶ Initial Inspections are scheduled as soon as a Request for Tenancy Approval (form HUD-52517) is received and the owner and tenant have both been determined eligible. Upon notification from the owner that the unit is ready to inspect, the inspector schedules the inspection and notifies the owner of the date and time.
- ▶ Annual Inspections are scheduled no more than 90 days before the tenant's annual renewal date. The date and time of the inspection is scheduled with the tenant, and both the owner and tenant are notified. Both owner and tenant are asked to be present at the inspection to facilitate communication about the condition of the unit and needed or recommended repairs.
- ▶ Special Inspections are scheduled as soon as possible after they are requested. The date and time of the inspection is scheduled with the tenant and both the tenant and owner are notified. Both owner and tenant are asked to be present at the inspection to facilitate communication about the condition of the unit and needed or recommended repairs.
- ▶ Quality Control Inspections are scheduled with the tenant and the owner is notified of the date and time of the inspection. In scheduling inspections, the LDCHA must consider complaints and any other information brought to its attention. The LDCHA will notify the owner of defects shown by the inspection. A LDCHA Visual Inspection HQS Life Threatening, Safety & Health Standards Report and a quality control letter of the findings of the inspection must be completed. This information will be included as part of the data in the annual HUD SEMAP reporting requirements.

Missed Appointments

In the event the first Annual Inspection or re-inspection is not completed due to the absence of the tenant or their designee, another scheduled inspection date will be established by the LDCHA, and the tenant must cooperate with the LDCHA to complete the inspection process.

In the event a second Annual Inspection or re-inspection cannot be completed due to the tenant's failure to cooperate with completing the inspection a termination notice will be sent with the right to an informal hearing. The tenant or the owner may contact the LDCHA to complete the inspection process prior to the termination date. At no time can the inspection process be scheduled past the annual renewal date.

Clearing Deficiencies

If a unit fails a HQS inspection, the owner and tenant are notified of the deficiencies found in the inspection, the required corrective action, and the date by which these items must be corrected. This notice also serves as notice of the re-inspection date. Owners may request, in writing, a waiver of the time to correct non-serious deficiencies when weather or other conditions prevent proper repairs being made within the given time. Waivers are granted at the discretion of the Director of Program and Property Management.

Landlord On-Site Self-Certification for Minor Repairs

Landlords may be allowed to certify that minor repairs are complete in lieu of re-inspection for existing HCV properties. This allowance is made at LDCHA's discretion and in cases where all deficiencies are minor non-life-threatening, non-safety-hazard deficiencies as determined by an approved list maintained by LDCHA.

Deficiencies must be corrected by the owner, or in the case of tenant-caused deficiencies, as specified by the owner in a written notice to the tenant.

Serious conditions posing a threat to the safety of the tenant household are required to be corrected within 24 hours and verified by re-inspection. Other items causing the unit to fail are required to be corrected within 30 calendar days unless otherwise noted by the LDCHA. Owners will be held harmless for tenant-caused deficiencies in cases where the owner is enforcing the lease. The owner will be required to provide written documentation to the LDHCA.

- ▶ Initial Inspection - Failed items must be corrected and verified by re-inspection. Lease and HAP contract documents will not be executed until the unit has been re-inspected and the failed items pass inspection. If the deficiencies have not been corrected within 30 calendar days, the inspection process will stop and the Request for Tenancy Approval (RFTA) will be void. The process will start over from the beginning.
- ▶ Annual Inspection - Failed items must be corrected and verified by re-inspection before the annual renewal date. Serious conditions posing a threat to the safety of the household are required to be corrected within 24 hours and verified by re-inspection. Other items causing the unit to fail are required to be corrected in 30 calendar days. The LDCHA HQS Inspector will schedule a re-inspection on the 30th day from the original inspection. If the deficiencies are not corrected within the required time, the HAP will be abated (see below).
- ▶ Special Inspections - Serious conditions posing a threat to the safety of the household are required to be corrected within 24 hours and verified by re-inspection. Other items causing the unit to fail are required to be corrected in 14 calendar days unless the owner requests a waiver to complete the deficiencies as outlined above.
- ▶ Quality Control Inspections – Serious conditions posing a threat to the safety of the household are required to be corrected within 24 hours and verified by re-inspection. Other items causing the unit to fail are required to be corrected and verified by re-inspection before the annual renewal date. If a new deficiency is identified that was not on the original deficiency list and it does not pose a safety threat, the owner may request a waiver.

Every repair required as a result of a HQS inspection must meet the professional standards of the trade. "Stop gap" repairs, or any other repair not to the standards of the relevant trade, will not satisfy the requirements for a proper or adequate repair. In cases where a repair was made which does not meet the standards of the relevant trade, the initial deadline date for repairs shall prevail and the unit shall not pass the re-inspection.

City ordinance requires, and the LDCHA reserves the right to require, owners to have all technical repairs such as electrical, mechanical, and plumbing repairs performed by a licensed or certified professional and documentation of such provided to the LDCHA. Refusal by the owner to do so

will result in the unit not passing inspection. Tardiness beyond the required corrective date for completion of repairs will be considered a failure to meet this requirement and the unit will not be eligible for participation under LDCHA programs.

No time extension for repairs will be granted unless the owner requests a waiver. In cases of continued occupancy, if the repairs are not made by the re-inspection date, the HAP will be abated.

Abatement of the HAP

When it has been determined that a unit fails to meet HQS and the owner has been given the opportunity to correct the deficiencies but failed to do so within the required time frame (up to 30 calendar days), the portion of the tenant rent paid by the LDCHA to the owner on the tenant's behalf will be abated for up to 30 additional calendar days prior to annual renewal date. The HAP will be abated on a prorated basis for units that do not pass LDCHA HQS. A HAP check will not be issued to the owner until the unit has been re-inspected and deficiency items pass. If at the end of the additional 30 calendar days and the deficiencies have not been corrected and verified by re-inspection, the unit will be removed from the program. The tenant will be required to move to continue receiving housing assistance. The tenant and owner will be notified of the HAP contract termination for failing to meet HQS. Tenant will be asked to meet with LDCHA staff who will reissue the voucher and provide the tenant with a RFTA form and housing search information.

If the HAP has been issued to the owner prior to the abatement, the LDCHA will recover the overpayment. The owner will be given the option of writing a check for the overpayment or the LDCHA will withhold the overpayment from the total of any other HAP payment.

The LDCHA will inspect abated units within 3 days of the owner's notification that ALL the work has been completed. If the owner makes ALL repairs during the abatement period, payment will resume on the day the unit passes inspection. In cases where a unit is abated for failing to correct a 24-hour emergency item, and later identified as corrected, the unit will remain abated until all other deficiencies are verified as corrected at the re-inspection to avoid potentially abating a unit twice within the initial 30-day period to make repairs. However, if all repairs are deemed corrected at re-inspection, the abatement will be lifted as of the date the emergency item was originally corrected.

Landlord On-Site Verification and Re-Inspection Form

As part of the HQS Annual Inspection Re-Inspection and Special Inspection processes, the LDCHA may offer a Landlord On-Site Verification and Re-Inspection Form to be utilized to document the clearing of deficiencies in cases where there are no life threatening, health and/or safety hazards present. In lieu of LDCHA HQS Inspectors verification, landlords will complete the necessary repairs, verify a visual inspection has been preformed and return the form to the LDCHA. If the LDCHA does not receive the form by the specified date, the LDCHA HQS Inspector will schedule an inspection.

Inspection Protocol

The inspection protocol is in place in order to maintain and conduct the highest quality of inspections on all properties receiving federal subsidy. Every effort must be made to assure that all units assisted by any LDCHA programs are in decent and safe condition as determined by the Housing Quality Standard (HQS) and local codes. Inspections are both physical and visual which includes opening all closets, kitchen drawers, cabinets, stoves, refrigerators for damaged or torn seals, plumbing which includes flushing toilets, turning on the faucet and inspecting under the sinks. The inspector will inspect the fire extinguishers and test smoke detectors.

The LDCHA inspector requires full access to walls, doors, windows, storage areas, electrical receptacles, mechanical closet, plumbing and other electrical features in order to perform the inspection. The unit must be free of any dangerous air pollutants, pest infestation, debris and clutter that may impede the inspection or any potential hazards to the household. Medical pull cords must hang freely and be unobstructed. When called for the LDCHA inspector may require personal items to be moved or pulled away in order to gain access to an inspection area. The LDCHA inspector will not be responsible for the removal of personal items including furniture in order to conduct the inspection.

The LDCHA reserves the right to take pictures during the inspection. Photographs will be taken to document the condition of a unit in the following circumstances:

- ▶ Failed items.
- ▶ Unsanitary conditions.
- ▶ Infestation.
- ▶ Tenant neglect in maintaining the unit.
- ▶ Any special inspections where a visual assessment is warranted.
- ▶ Excessive clutter that poses a hazard.

The LDCHA will not conduct an inspection of a unit and/or its premises if the LDCHA inspector determines that a condition listed below exist such that it limits or interferes with the inspector's ability to properly carry out the inspection. At no time should a unit or the inspection area be cluttered to the point that it prohibits or interferes with the inspection process. Clutter is defined as a confused disorderly state of heavy accumulation of debris or piles of belongings that block a clear pathway in and about the unit. The inspector will document:

- ▶ Excessive clutter preventing access to a majority of the unit's systems or areas.
- ▶ Unsanitary conditions (such as overflowing and foul trash odor, sticky floors, stagnant water, and strong pet odor).
- ▶ Infestation.

The LDCHA inspector will not inspect a unit if there is concern for his/her safety or believes a hazardous condition exists. The LDCHA inspector will document:

- ▶ Observance of irrational, unstable, violent or threatening behavior.
- ▶ Conduct creating an intimidating or uncomfortable situation.
- ▶ Hazardous conditions.

Re-Entering the Program

If a property has been terminated and removed from the Section 8 program for failure to meet HQS, the owner may submit a written statement to the LDCHA requesting the property to be reinstated. The letter must address the concerns that caused the property to be removed from the Program and the repairs that have since been made to the property. Any requests made earlier than one year from the time the property was taken off the program will not be considered.

Lead Based Paint

LDCHA HQS policies and practices will comply with federal, state and local regulations governing lead based paint inspection, stabilization, abatement, and clearance and relocation procedures. Changes in federal, state and local regulations will be incorporated into LDCHA HQS. The LDCHA employs a housing inspector with lead based paint risk assessment certification.

The Lawrence-Douglas County Health Department has requested not to receive quarterly reports on LDCHA families. The health department has agreed to obtain a release of information from a household when testing reveals a child with elevated blood lead levels and the household reports being a housing authority participant. The health department will instruct the household to contact the LDCHA and will follow up with the LDCHA.

Tenant Based Program - Contracts

Owners

The Lawrence-Douglas County Housing Authority will determine eligibility of rental property owners for participation in the tenant based programs under regulations found at 24 CFR 982.306. The term "owner" refers to owners of rental properties, and includes a principal or other parties with financial interest in the property. Designated property managers are considered employees or contractors of the owner and as such are subject to the same requirements as the owner, with the exception of the restriction on leasing to relatives cited below.

Ownership and management is verified at the time a valid Request for Tenancy Approval (RFTA, form HUD-52517) for a unit is submitted and when any change in ownership or management is made. Verification will cover property ownership, contracted management, if applicable, federal tax reporting information and identification numbers, and criminal records.

The LDCHA reserves full discretion to make owner eligibility determinations. All determinations will be made on a case-by-case basis. Nothing in the federal regulation or in this Plan shall be construed to give any owner or property manager the right to participate in LDCHA tenant based programs.

Outreach to Owners

The LDCHA issues public invitation for owners to make rental units available for leasing by eligible households. Invitations are made through area-wide media, local business organizations, landlord organizations, and the LDCHA web site. Special emphasis is given to contacting owners of affordable units in census tracts with low poverty rates and low concentration of minority households. All units offered as available, regardless of their price, are referred to households looking for rental units. Owners are provided with information on program benefits through a landlord packet that includes program forms as well as program operation and benefit information. Workshops on program participation and information sessions for landlords and property managers are conducted throughout the year.

Eligibility

The LDCHA does not formally approve owners to participate in tenant based voucher programs, however the LDCHA may deny approval of an assisted tenancy based on an owner's past behavior, conflict of interest, or other owner issues.

The LDCHA will deny owner participation in tenant based programs for the following:

1. HUD notice of debarment, suspension or limited denial of participation.
2. Notice from HUD that a court or administrative agency has determined that the owner or manager has violated the Fair Housing Act or other federal equal opportunity requirements, or that such action is pending.
3. Violation of obligations under a housing assistance payment contract with the LDCHA.
4. When the owner or manager has committed fraud, bribery or any other corrupt or criminal act in connection with a federal housing program.
5. When a preponderance of evidence reveals that an owner or manager has engaged in drug-related criminal activity, violent criminal activity, is subject to registration as a sex of-

- fender or has been convicted of sex crimes or other violent crimes that threaten the health, safety, or right to peaceful enjoyment of the premises by residents or persons living in the immediate vicinity.
6. The owner or manager has a history or practice of non-compliance with the Housing Quality Standards for units leased under any federal housing program, and/or the owner or manager has a history or practice of renting units that fail to meet State or local housing codes.
 7. The owner or manager has a documented history or practice of failing to terminate tenancy of tenants assisted under any federal housing program for serious lease violations resulting from activity engaged in by the tenant, any member of the household, a guest or another person under the control of any of the household that:
 - ▶ Threatens the right to peaceful enjoyment of the premises by other residents;
 - ▶ Threatens the health or safety of other residents, employees of the LDCHA, 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, of persons residing in the immediate vicinity of the premises; or
 - ▶ Participates in drug-related criminal activity or violent criminal activity.
 8. The owner is an immediate household member of any member of the assisted household. Immediate household is defined by the LDCHA to mean a spouse, child, sibling, parent, grandparent, including great-grandparents, grandchild, including great-grandchildren. The definition of child, sibling, and parent shall include the same relatives by marriage - i.e. step-child, step-parent, father-in-law, etc. Additionally, the definition of child shall include a foster child. An immediate household member may only be approved as an owner participant in tenant based programs in cases where the LDCHA determines that approving the unit would provide reasonable accommodation for an assisted household member who is a person with disabilities.

Owners previously denied participation in LDCHA programs must document that the circumstances resulting in the denial have been corrected to the satisfaction of the LDCHA.

Screening Information Provided to Owners

The LDCHA has no liability or responsibility to the owner or other persons for the behavior of the assisted household. The owner is responsible for screening and selection of tenants to occupy the owner's rental units. Owners are informed of this responsibility in the Request for Tenancy Approval. Upon request, the LDCHA will provide the following information about a participant household that has been issued assistance to a prospective owner:

1. The names of all current household members.
2. The household's current address and landlord, if known.
3. The household's previous address and landlord, if known.
4. Rental history, including damage claims and/or debts from previous participation in LDCHA programs.

Both the owner and the participating household are informed of this through the Request for Tenancy Approval form, the landlord information packet and the voucher briefing.

Changes in Ownership

When the ownership of a property changes the LDCHA will approve participation of the new owner upon submission of:

1. Documentation of sale of the property;
2. A statement from the purchaser certifying assumption of leases and contracts in effect at the time of purchase; and

3. Complete federal tax identification information.

Changes in the payee of Housing Assistance Payment (HAP) checks will not be made until sufficient documentation of a change of ownership is received.

New owners will be asked to submit a new lease for the subsidized unit within 60 days of a change in ownership. New HAP contracts will be established upon approval of the new lease.

Lease Approval and Execution of HAP Contracts

Request for Tenancy Approval (RFTA)

A completed RFTA (form HUD-52517) must be submitted to the LDCHA office in order to initiate contract preparation and inspection procedures. All information requested on the form must be completed and the form must be signed by the owner and the prospective tenant.

The prospective tenant is responsible for turning in the RFTA and informing the landlord on how to contact the LDCHA to schedule an inspection. Applicants are briefed on this procedure at the time assistance is issued. The owner must contact the LDCHA to schedule an inspection of the unit within three working days after signing the RFTA. Submitted RFTA's that do not result in an inspection within 15 days from the ready date listed on the RFTA will be voided unless the owner or prospective tenant has communicated with the LDCHA office concerning the delay. Every effort will be made by the LDCHA staff to facilitate this process to ensure that there are no delays. If the RFTA is voided, the owner and prospective tenant will be notified and the tenant instructed to search for another unit.

Lead Based Paint Disclosure

A current lead based paint information and hazard disclosure form is provided with the RFTA. This form is completed at the pre-move-in contract signing if a signed copy is not submitted with the lease.

Lease and HAP Contract

The LDCHA will recognize only leases reviewed by the LDCHA as the lease subsidized by a HAP contract. The HUD Tenancy Addendum and a lease addendum concerning automatic renewal at the end of any fixed term will be required for all leases. The LDCHA can provide a lease for participating owners to use or will accept an owner's lease for review.

Owners wishing to use their own lease must submit a blank copy of all lease documents. Staff will review all submitted lease documents for compliance with Federal regulations and notify the owner of any needed modifications. The LDCHA's review of an owner's lease is for LDCHA's benefit only and not for the benefit of the owner or the tenant. The LDCHA will provide the owner with copies of the required HUD tenancy addendum and the LDCHA automatic renewal addendum to use with their lease upon acceptance of the owner's lease.

Owners using their own lease must submit fully executed originals of all pre-reviewed lease documents to the LDCHA when the initial move-in date is determined, but no later than five (5) working days after the unit has passed inspection. The LDCHA will prepare a Housing Assistance Payment (HAP) contract and all other required documents for the owner to sign.

The LDCHA lease and addenda will be used if the owner has not submitted copies of lease documents for review or does not submit signed lease documents within five (5) working days of the date the unit passes inspection.

When owners elect to use the LDCHA lease, the LDCHA will prepare all original documents and secure needed signatures from all parties once the unit has passed inspection, the initial move-in date is determined and the LDCHA has all tenant household and income information needed to calculate tenant rent and housing assistance.

Fully executed copies of all lease and contract documents will be provided to both the tenant and the owner. Original documents will be maintained in the tenant/unit file.

Payment to owner will begin after execution of the HAP Contract. If the HAP Contract is not executed by the owner within 60 days of the first day of the lease, it will be considered void and no payments made.

Changes to the lease, renewal leases or lease addenda must be submitted to the LDCHA at least 60 days for review prior to their effective date. Changes requested less than 60 days from the effective date will be applied no sooner than 60 days from the date submitted. Leases or other agreements between the tenant and the owner that have not been submitted to and reviewed by the LDCHA are not covered by the HAP contract.

Rent Comparability / Reasonableness Determination

LDCHA staff will make a determination as to the reasonableness of the rent the owner is proposing in comparison to rent for other comparable rents of unassisted units in the private market. The market area for rent comparable and reasonableness comparisons is the corporate limits of Lawrence, Kansas and Douglas County, Kansas and is defined by their census track. Units can only be compared to other units in the same census track if available, otherwise adjoining census tracks as outlined below.

A determination of rent comparability and reasonableness will be made before approval of an initial lease or before any increase in rent to owner or if the Douglas County, Kansas published FMR is reduced by 5% as directed by HUD (which will be in effect 60 days before the contract anniversary) or as necessary for program operations.

Documentation of the basis for a comparable and reasonable rent determination will be kept in the tenant file with the initial HQS inspection and each annual HQS inspection, or other required determination of rent comparable and reasonableness.

The following elements of a unit will be considered in a determination of comparability as part of rent reasonableness:

1. Location - including type of neighborhood and availability and accessibility of transportation, schools, shopping and medical facilities.
2. Size - including square feet of living space, number of bedrooms and number of bathrooms.
3. Unit type - such as garden apartment, elevator building, townhouse, single household house, duplex, etc.
4. Quality - the extent to which the unit meets or exceeds Housing Quality Standards and local code requirements.
5. Handicapped accessibility.
6. Amenities - including air conditioning, flooring, dishwasher, washer/dryer hookups, garbage disposal, location within a building or complex, etc.
7. Facilities - including availability of playgrounds, storage units, parking, etc.
8. Management and maintenance services - including frequency of grounds and unit upkeep, availability of on-site resident manager and services.
9. Age - date unit was available for occupancy after construction or substantial rehabilitation.
10. Gross rent - rent charged by owner plus estimated utility allowance for tenant supplied utilities and appliances (stove and refrigerator).

The following information sources will be used to secure data for determining rent reasonableness:

1. Market rents obtained from real estate agents and rental property owners in the jurisdiction.
2. Rents published in the classified section of local newspapers.
3. In geographic areas where there are few rental units it may be difficult to identify units for rent comparison that match on location, building type and number of bedrooms. In these cases, the HQS Inspector may need to conduct research to locate comparable units. The research may include:

- a. Comparing units which have the same number of bedrooms and type of building structure but are located in a broader geographic region by first looking at adjoining census tracts but in no case outside of the LDCHA's jurisdiction, **or**
- b. Comparing units which are in the same geographic location and have the same number of bedrooms but are in other types of building structure, **or**
- c. Obtaining a previous signed lease agreement for the unit when it was rented at fair market rent and not subsidized.
- d. Using HUD's FMR formula for unit sizes larger than four bedrooms by adding 15 percent to the 4-bedroom FMR for each extra bedroom.
 - ▶ The FMR for a five bedroom unit is 1.15 times the four bedroom FMR.
 - ▶ The FMR for a six bedroom unit is 1.30 times the four bedroom FMR.
 - ▶ The FMR for a single-room occupancy unit is 0.75 times the zero bedroom (efficiency) FMR.

Lease Disapproval

Before the lease is approved staff will review the Request For Tenancy Approval (RFTA), determine the Utility Allowance for the unit and calculate the gross rent, approve the rent to owner and document that the rent to owner meets the LDCHA's rent reasonableness test, and conduct an inspection of the unit.

If staff determines that the lease cannot be approved for any reason, the owner and the tenant are notified and informed of the reasons for disapproval. Staff will assist the tenant to negotiate the rent with the owner if the amount of the rent is the basis for disapproval of the unit.

If the owner accepts the offer of a revised rent, staff will continue processing the RFTA. If the owner does not agree on the contract rent, after an attempt to negotiate has failed to produce a revised rent, staff will inform the tenant that the lease is disapproved and assist them to continue their search to locate eligible housing, providing their Voucher is still valid.

Separate Agreements

Owners and tenants may execute agreements for services, appliances (other than range and refrigerator) and other items outside those provided under the lease if the agreement is in writing and approved by the LDCHA.

Any appliance, service or other item routinely provided to non-subsidized tenants as part of the lease or permanently installed in the unit (such as air conditioning, dishwasher or garage) cannot be put under separate agreement and must be included in the lease. The tenant must have the option of not using the service, appliance or other item for it to be eligible for inclusion in a separate agreement.

The LDCHA is not liable for damages or unpaid charges for items covered by separate agreements. Violation or nonpayment of these agreements cannot be cause for eviction.

If the tenant and owner have come to an agreement on the amount of charges for a specific item, so long as those charges are reasonable and not a substitute for higher rent, they will be allowed. Costs for seasonal items can be spread out over 12 months.

Copies of all separate agreements must be provided to the LDCHA office for placement in the tenant's file.

Under no circumstances may an owner or tenant participating under LDCHA programs have an agreement requiring the tenant to pay a higher amount of rent than that stated in the lease and HAP Contract.

Verification of Information

The Lawrence-Douglas County Housing Authority (LDCHA) determines assistance and benefits in compliance with regulations governing federal housing programs and waivers granted through the LDCHA's MTW Annual Plan. Third-party verification of tenant reported information is conducted as part of every initial, annual and interim certification of eligibility and determination of assistance and rent amounts.

The following procedures will be used to verify income, allowable deductions from income and composition of the household in all LDCHA housing programs. Regulatory basis for these procedures is found at [24 CFR Part 5, Subparts B, D, E and F; 960.259; 982.516]

Applicants, tenants and program participants must report income and household information in writing and must provide true and complete information to the LDCHA whenever information is requested. The LDCHA will verify information related to waiting list preferences, eligibility, admission and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations, full-time student status of family members 18 years of age and older, Social Security Numbers, citizenship/eligible noncitizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

The LDCHA will obtain proper authorization from the household before requesting information from independent sources.

LDCHA staff will obtain written verification from independent sources whenever possible and will document tenant and applicant files whenever third party verifications are not possible as to why third party verification was not obtained as well as the manner in which the eligibility factors were verified.

Methods of Verification and Time Allowed [24 CFR 982.516; 960.259]

The LDCHA will verify information through five methods of verification according to the hierarchy listed below:

1. Enterprise Income Verification (EIV) and other upfront income verification systems.
2. Third-Party Written Verification
3. Third-Party Oral Verification
4. Review of Documents
5. Certification/Self-Declaration

The LDCHA will allow up to two (2) weeks for return of third-party verifications and up to one (1) additional week to obtain other types of verifications before going to the next method. The LDCHA will document the file as to how the information was verified including an explanation for the method utilized if other than a written third party verification.

Verification must be dated within sixty (60) calendar days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, the LDCHA will verify and update only those elements reported to have changed.

1. Up-Front Income Verification (UIV)

The LDCHA will utilize up-front income verification methods, including HUD's EIV system and the Work Number, whenever possible as well as any other UIV that might become available to the LDCHA.

Third-party verification may continue to be used to complement up-front income verification.

UIV may be used in lieu of 3rd party verifications when there is not a substantial difference between UIV and tenant-reported income. HUD defines substantial difference as \$200 or more per month.

- ▶ If the income reflected on the UIV verification is less than that reflected on the tenant-provided documentation, the LDCHA will use tenant-provided documents to calculate anticipated annual income as long as the difference is within the aforementioned \$200 threshold. The income reflected on the UIV verification must not be more than 60 days old.
- ▶ If the income reflected on the UIV verification is greater than current tenant-provided documentation, the LDCHA will use UIV income data to calculate anticipated annual income as long as the difference is within the above mentioned \$200 threshold; unless the tenant provides documentation of a change in circumstances (i.e. change in employment, reduction in hours, etc.) The tenant supplied documents must not be more than 60 days old.

In cases where UIV data is substantially different than tenant-reported income, the LDCHA will follow the following guidelines:

- ▶ The LDCHA will utilize written third party verification to verify the information
- ▶ When the LDCHA cannot readily anticipate income, such as in cases of seasonal employment, unstable working hours, and suspected fraud, the LDCHA will review historical income data for patterns of employment, paid benefits, and/or receipt of other income to anticipate income.
- ▶ LDCHA will analyze all data (UIV data, third party verification and other documents; information provided by the household) and attempt to resolve the income discrepancy.
- ▶ LDCHA will use the most current verified income data (and historical income data if appropriate) to calculate anticipated annual income.
 - If the LDCHA is unable to anticipate annual income using current information due to historical fluctuations in income, LDCHA may average amounts received/earned to anticipate annual income.
 - If the tenant disputes UIV SS/SSI benefit data, the LDCHA will request the tenant to provide a current original SSA notice or benefit letter within 10 business days of being notified of the dispute.

2. Third-Party Written Verification

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

Verifications received electronically directly from the income source are considered third party written verifications. Verifications hand carried by clients will not be considered third party verifications unless the verification is from a government agency.

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

- ▶ Social Security Administration
- ▶ Veterans Administration
- ▶ Welfare Assistance
- ▶ Unemployment Compensation Board
- ▶ City or County Courts

Printouts must be dated by the generating agency with a date that is current within 60 days of the date of submission.

3. Third-Party Verbal Verification

Verbal third-party verification will be used when written third-party verification is delayed or not possible. When third-party verbal verification is used, staff will be required to complete a Verbal Verification documentation statement noting with whom they spoke, the date of the conversation, and the facts provided. If verbal verification is utilized LDCHA must originate the call.

4. Review of Documents

In the event that third-party written or verbal verification is unavailable, or the information has not been verified by the third party within two (2) weeks, LDCHA will annotate the file accordingly and utilize documents provided by the household 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.

The LDCHA will accept the following documents from the household provided that the document is an original and does not appear to be tampered or altered.

- ▶ Printed wage stubs
- ▶ Computer print-outs from the employer. Printouts must be dated and current within 60 days.
- ▶ Letters signed by the employer or other appropriate party (provided that the information is confirmed by phone)
- ▶ Other documents noted in this Policy as acceptable verification

The LDCHA will accept faxed and photocopied documents when received directly from the generating source.

If third-party written verification is received after documents have been accepted as provisional verification, and there is a discrepancy, the LDCHA will utilize the third party verification and calculate a retroactive adjustment to tenant rent and housing assistance.

The LDCHA will not delay the processing of an application, recertification of eligibility, recalculation or rent or housing assistance because a third party information provider does not return the verification in a timely manner. Self certification will be accepted as provisional verification and an adjustment will be made as noted in the paragraph above. Tenants and program participants will be notified when pending third party verification may change the calculation of their rent or housing assistance.

5. Self-Declaration and Certification

The LDCHA Certification of Eligibility and Personal Declaration of Information used at application, admission, annual and interim recertification of eligibility contains a tenant certification statement under penalty of perjury. All households are required to sign this statement when reporting income and household composition information to the LDCHA. When verification of reported income information cannot be obtained by any other means outlined in this Policy, the LDCHA Certification of Eligibility and Personal Declaration of Information will be used as verification.

Release of Information [24 CFR 5.230]

Adult household members will be required to sign the form HUD 9886 Release of Information/Privacy Act Notice, the LDCHA authorization forms for when information needed is not covered by the HUD form 9886. Each member requested to consent to the release of specific information will be provided with a copy of the appropriate forms for their review and signature.

Refusal to cooperate with the prescribed verification system will result in denial of admission, termination of tenancy, or termination of assistance because it is a household obligation to supply any information and to sign consent forms requested by LDCHA or HUD.

Items to be Verified [24 CFR Part 5, and Parts 982.516; 960.259]

- ▶ All income not specifically excluded by the regulations.
- ▶ Zero-income status of household.
- ▶ 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 the preceding two years.
- ▶ Childcare expenses when it allows an adult household member to be employed, to actively seek employment or to further his/her education.
- ▶ Medical expenses of all household 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 for a disabled member of the household, which allow an adult household member to be employed.
- ▶ Disability for determination of preferences, allowances or deductions.
- ▶ U.S. citizenship/eligible immigrant status
- ▶ Social Security Numbers for all household members 6 years of age or older who have been issued a social security number.
- ▶ "Preference" status, as applicable.
- ▶ Marital status when needed for head or spouse definition.
- ▶ Residential history - applicants and adults joining households in occupancy.

Verification of Noncompliance With Welfare Agency Economic Self-Sufficiency Requirements:

Before granting a household's request for rent reduction because of a decrease in benefits, the LDCHA will obtain written verification from the Kansas Department for Children and Families stating that the household's benefits were not reduced because of fraud or non-compliance with an economic self-sufficiency requirement.

Verification of Income [24 CFR Part 5 and 982.516, 960.259]

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

Employment Income

Verification forms request the employer to specify the:

- ▶ Dates of employment.
- ▶ Amount and frequency of pay.
- ▶ Date of the next or anticipated pay increase.
- ▶ Likelihood of change of employment status and effective date of any known salary increase during the next 12 months.
- ▶ Annual earnings.
- ▶ Estimated income from overtime, tips, bonus pay expected during next 12 months.

Acceptable methods of verification in addition to UIV include, in the following order:

- ▶ Employment verification form completed by the employer.
- ▶ The Work Number print out of employment income.
- ▶ W-2 forms plus income tax return forms.
- ▶ Income tax returns signed by the household may be used for verifying self-employment income, or income from tips and other gratuities.
- ▶ Check stubs or earning statements which indicate the employee's gross pay, frequency of pay or year to date earnings are accepted as backup for other forms of verification but not as sole verification of employment income.

Applicants and program participants may be requested to sign an authorization for release of information from the Internal Revenue Service for further verification of income, IRS Form 8121. In cases where there are questions about the validity of information provided by the household, the LDCHA will require the most recent federal income tax statements. Confirmation may be made on a case-by-case basis.

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

Acceptable methods of verification in addition to UIV include:

- ▶ Pension Verification Request form completed by agency providing the benefits.
- ▶ Award or benefit notification letters prepared and signed by the providing agency.
- ▶ Computer report electronically obtained or in hard copy.

Unemployment Compensation

Acceptable methods of verification in addition to UIV include:

- ▶ Computer report electronically obtained or in hard copy, from unemployment office stating payment dates and amounts.
- ▶ Payment stubs.

Welfare Payments or General Assistance

Acceptable methods of verification in addition to UIV include:

- ▶ Annual Review letters and printouts of cash and food stamp assistance from the Kansas Department for Children and Families (DCF) Office.
- ▶ 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.

Alimony or Child Support Payments

Acceptable methods of verification in addition to UIV include in the following order:

- ▶ Copy of a separation or settlement agreement or a divorce decree stating amounts and types of support and payment schedules. Documents must include the case number for all orders of support payments.
- ▶ Kansas Payment Center print out of payments, including the date, amount, and number of the check.
- ▶ A notarized letter from the person paying the support.
- ▶ Household's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.

If payments are irregular, the household 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 Kansas DCF Child Support Enforcement to show that the household has filed for enforcement.
- ▶ A notarized affidavit from the household indicating the amount(s) received.
- ▶ A welfare notice of action or printout showing amounts received by the Kansas DCF Office for child support.
- ▶ A written statement from an attorney certifying that a collection or enforcement action has been filed.

Net Income from a Business

In order to verify the net income from a business, the LDCHA will review 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:

- ▶ IRS Form 1040, including Schedule C (Small Business), Schedule E (Rental Property Income), Schedule F (Farm Income). Note: 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.
- ▶ Audited or un-audited financial statement(s) of the business.
- ▶ Credit report or loan application.
- ▶ Documents such as manifests, appointment books, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The household will be advised to maintain these documents in the future if they are not available.
- ▶ Household's self-certification in the form of a self-employment log as to gross income, expenses and net income realized from the business during previous years.

Child Care Business

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

If an applicant/participant is operating a licensed day care business, income will be verified as with any other business. In cases where the household cannot produce either adequate business records documenting income and expenses or federal tax returns, the LDCHA will require a self-employment log form including the name of person(s) whose child (children) is/are being cared for, phone number, number of hours child is being cared for, method of payment (check/cash), and amount paid. This information will be used to verify income only in the absence of such adequate business records.

If loss of income from childcare is reported due to loss of clients, the LDCHA may require verification that the services were terminated directly from the parent of the child who was cared for.

If the child care business provides day care services for the State of Kansas, a third party income verification will be sent to the Kansas DCF Office.

Recurring Gifts

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

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

The LDCHA may request third-party verification of cash gifts.

Zero Income Status

The LDCHA will require households reporting zero gross income from all sources to complete an interview including an income/expense analysis questionnaire to determine that forms of income such as unemployment benefits, TANF, SSI, etc. are not being received by the household. The LDCHA will request information from the Kansas DCF Office, and the Kansas Department of Labor. If the absence of any household income is verified the household will be required to report income and complete the expense analysis questionnaire at least quarterly.

Full-time Student Status

Earned income of adult children between the ages of 18 and 21 is excluded in determining total household income for calculating tenant rent and assistance. If the adult child is a full-time student, their earned income is excluded until age 24.

Financial aid, scholarships and grants received by full time students are not household income except for those students affected by Section 327 of Public Law 109-115 and the implementing regulations at 24 CFR 5.612. For students falling under Section 327 of Public Law 109-115 and the implementing regulations at 24 CFR 5.612, financial aid in excess of tuition and the portion of any athletic scholarship assistance available for housing costs will be counted as income. Tuition includes mandatory education fees including but not limited to student activity fees, laboratory fees, and association fees.

Verification of full time student status includes:

- ▶ Written verification from the registrar's office or other school official.
- ▶ School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.

Income from Assets [24 CFR Part 5.603 and 5.609 and Part 982.516 and 9]

Income Not Counted on Assets

Participants may self-certify household assets after initial verification if the total value of all assets is \$20,000 or less. LDCHA does not count income from assets worth \$20,000 or less. No income from those assets will be included as income and the LDCHA will not need to verify those assets, after the initial certification. This includes checking and savings accounts, certificates of deposit, and most other interest bearing accounts.

Savings Account Interest Income and Dividends

Acceptable methods of verification include:

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

Interest Income from Mortgages or Similar Arrangements

Acceptable methods of verification include:

- ▶ 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 household is not sufficient unless a breakdown of interest and principal is shown.)
- ▶ Amortization schedule showing interest for the 12 months following the effective date of the certification or re-certification.

Net Rental Income from Property Owned by Household

Acceptable methods of verification include:

- ▶ IRS Form 1040 with Schedule E (Rental Income).
- ▶ Copies of latest rent receipts, leases, or other documentation of rent amounts.
- ▶ Documentation of allowable operating expenses of the property: tax statements, insurance invoices, and bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.
- ▶ Lessee's written statement verifying rent payments to the household and household's self-certification as to net income realized.

Verification of Assets

Household Assets

Applicants, tenants, and participating households may self-certify to the value of assets totaling \$20,000 or less. Documentation will be required for assets totaling over \$20,000. Documentation may still be requested regardless of asset value for the purposes of routine fraud detection, income verification within asset flow, and other legitimate reason.

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

Acceptable verification may include any of the following:

- ▶ 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 agent as to net amount household would receive if they liquidated securities or real estate.
- ▶ Real estate taxes 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 property held as an investment.
- ▶ Household's self-certification describing assets or cash held at the household'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, the LDCHA will obtain the Household'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 re-certification.

If the household certifies that they have disposed of assets with a real cash value of at least \$1,000 for less than fair market value, the LDCHA will collect the following information on asset disposition: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the household received, and (d) the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible.

Verification of Allowable Deductions from Income [24 CFR 982.516]

Child Care Expenses

Written verification from the person who receives the payments is required. If the childcare provider is an individual, s/he must provide a statement of the amount they charge and receive from the household for their services. Verifications must specify the child care provider's name, address, telephone number, Social Security Number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods. Household's certification must specify whether any of those payments have been or will be paid or reimbursed by outside sources.

Child care expenses are deducted only to the extent that they are not reimbursed and reflect a reasonable charge; and are paid for the care of children under the age of 13.

As stated elsewhere in this document, child care is allowable for the following reasons:

Child Care for Work

The maximum child care allowed will be based on 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.

Child Care for School

The LDCHA will compare the number of hours the household member is attending school relative to the number of child care hours to determine the number of child care hours that will be included in the rent calculation.

Actively Seek Employment

The LDCHA will obtain evidence that the individual is fulfilling work requirements or the requirements for receiving unemployment compensation; or is otherwise actively seeking employment. Written verification from a local or state government agency that oversees work-related activities will be accepted.

If third party verification is not possible, the LDCHA will review documents provided by the household and/or a notarized statement from the household member attesting to his or her efforts to find employment.

Verification of Allowable Deductions from Income [24 CFR 982.516]

Medical Expense Deductions

Definition of Medical Expenses

HUD regulations define medical expenses at 24 CFR 5.603(b) 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.”

LDCHA Policy

The most current IRS Publication 502, Medical and Dental Expenses, will be used to determine the costs that qualify as medical expenses.

Summary of Allowable Medical Expenses from IRS Publication 502

Services of medical professionals	Substance abuse treatment programs
Surgery and medical procedures that are necessary, legal, non-cosmetic	Psychiatric treatment
Services of medical facilities	Ambulance services and some costs of transportation related to medical expenses
Hospitalization, long-term care, and in-home nursing services	The cost and care of necessary equipment related to a medical condition (e.g. eyeglasses/lenses, hearing aids, crutches, and artificial teeth)
Prescription medicines and insulin, but not nonprescription medicines even if recommended by a doctor	Cost and continuing care of necessary service animals
Improvements to housing directly related to medical needs (e.g. ramps for a wheel chair, handrails)	Medical insurance premiums or the cost of a health maintenance organization (HMO)

Note: This chart provides a summary of eligible medical expenses only. Detailed information is provided in IRS Publication 502. Medical expenses are considered only to the extent they are not reimbursed by insurance or some other source.

- ▶ Documentation submitted must show out-of-pocket paid expense or out-of-pocket payment history (e.g. insurance premiums or recurring payments on other ongoing countable medical bills).
- ▶ Documentation is used to anticipate future medical expenses. One-time nonrecurring expenses are used only in historical aggregate looking back across the 12-month period preceding the beginning of the LDCHA-identified reporting period in order to anticipate future expenses.
- ▶ Tax returns are an acceptable means of anticipating future expenses.

Assistance to Persons with Disabilities [24 CFR 5.611(c)]

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 household member to be employed.
- ▶ Household'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 household, frequency of receipt, and hours of care provided.
- ▶ Certification of household and attendant and/or copies of canceled checks household 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.

Verifying Non-Financial Factors [24 CFR Part 5 and Parts 982.153(b)(15) and 960]

Verification of Legal Identity and Familial Relationships

The LDCHA will require applicants to furnish verification of legal identity for all household members by providing two (2) forms of identification. The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a household is illegible or otherwise questionable, more than one of these documents may be required. Documents accepted in the following order:

- ▶ Certificate of Birth, naturalization papers
- ▶ Church issued baptismal certificate
- ▶ Current, valid Driver's license

In the absence of two (2) of the above documents the LDCHA will accept the following documents:

- ▶ U.S. military discharge (DD 214)
- ▶ U.S. passport
- ▶ Voter's registration
- ▶ Company/agency Identification Card
- ▶ Government issued Identification Card

In verification of guardianship or residential custody the LDCHA will accept the following documents:

- ▶ Court-ordered assignment

- Affidavit of parent
- Verification from social services agency

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

- Certificate of Birth

In the absence of a birth certificate the LDCHA will accept the following:

- Adoption papers
- Custody agreement
- Health and Human Services ID
- School records
- If none of these documents can be provided, a third party who knows the person may, at the LDCHA's discretion, provide certification to be used as verification.

Verification of Marital Status (when necessary to determine custody of children)

- 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.

Verification of Permanent Absence of Household Member

If an adult member who was formerly a member of the household is reported permanently absent by the household, the LDCHA will require the household to complete a Remove a Household member form and will consider the following as verification in the order listed:

- Proof of another home address, such as a lease, rental or home purchase agreement, receipts/canceled checks for payment of rent or mortgage, utility bills, driver's license showing a residential address (Post Office Box addresses will not be accepted).
- Permanent order of protection/restraining order obtained by one household member against another.
- Divorce Decree or legal separation agreement.
- Statements from other agencies such as social services or a written statement from the landlord or manager that the adult household member is no longer living at that location.

If the adult household member is incarcerated, a document from the Court or correctional facility should be obtained stating how long they will be incarcerated.

If no other proof can be provided, the LDCHA will accept a self-certification from the head of household or the spouse or co-head, if the head is the absent member.

Verification of Change in Household Composition

The LDCHA will require the household to complete a change of information report and will verify changes in household composition (either reported or unreported) through letters, telephone

calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources.

Verification of Disability

Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).

Persons claiming disability status that do not have SSI or SSA disability payments may provide a LDCHA Disability Verification form from an appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehab specialist, or licensed social worker.

Verification of Citizenship/Immigrant Status [24 CFR 5.508, 5.510, 5.512, 5.514]

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to declare 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). In order to receive assistance, each household member must declare their status. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the LDCHA informal review is pending.

Citizens or Nationals of the United States

All applicants and participants are required to sign a declaration under penalty of perjury. LDCHA will require citizens to provide documentation of citizenship. Acceptable documentation will include at least one of the following original documents:

- ▶ United States birth certificate
- ▶ United States passport
- ▶ Resident alien/registration card
- ▶ Social Security card
- ▶ Other appropriate documentation as determined by the LDCHA

Eligible Immigrants who were Participants and age 62 or over on June 19, 1995

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

Non-citizens with eligible immigration status

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

Ineligible household members

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

Non-citizen students on student visas

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

Failure to Provide

If an applicant or participant household 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 household fails to provide and sign as required, the household may be denied or terminated for failure to provide required information.

Time of Verification

For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination at the time of initial application. The LDCHA will not provide assistance to any household prior to the affirmative establishment and verification of the eligibility of the individual or at least one member of the household.

For household members added after other members have been verified, the verification occurs at the first re-certification after the new member moves in. Once verification has been completed for any covered program, it need not be repeated except that, in the case of port-in households, if the initial PHA does not supply the documents, the LDCHA must conduct the determination.

Extensions of Time to Provide Documents

The LDCHA will grant an extension of 30 days for households 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. Copies of all documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

Verification of Social Security Numbers [24 CFR 5.216]

Social Security numbers must be provided as a condition of eligibility for all household members age six and over, and all 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 household member cannot produce a Social Security Card, only the documents listed below showing his or her Social Security Number may be used for verification. The house-

hold 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. Any identification cards submitted must be current.

- ▶ A signed Social Security Administration application for a new or replacement Social Security Card
- ▶ A current, 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)
- ▶ An identification card issued by an employer or trade union
- ▶ An identification card issued by a medical insurance company
- ▶ Earnings statements or payroll stubs
- ▶ Bank Statements
- ▶ IRS Form 1099
- ▶ Benefit award letters from government agencies
- ▶ Retirement benefit letter
- ▶ Life insurance policies
- ▶ Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records
- ▶ Verification of benefits or Social Security Number from Social Security Administration

Verification of Residential History and Previous Housing Assistance

The LDCHA will collect three (3) years of residential history from all adult applicants for LDCHA housing programs. Information collected will include:

- ▶ Street Address, City, State and Zip Code of current and former residences
- ▶ Dates of Residency
- ▶ Relationship of Applicant to owner/lease holder
- ▶ Name of owner/lease holder
- ▶ Address, City, State and Zip Code of owner/lease holder
- ▶ Telephone Number of owner/lease holder
- ▶ Other Contact Information for owner/lease holder

A third-party verification form will be sent to owners/lease holders listed in the applicant's residential history report. LDCHA will use the most expedient delivery method, mail, e-mail or fax, to obtain verification of reported residential history in order not to delay determination of eligibility for the waiting list. When an owner/lease holder does not return the verification form in a reasonable amount of time the LDCHA will conduct telephone verification and complete the information by means of an interview.

The LDCHA will conduct a prior housing search in HUD's EIV system on all adult household members and contact housing authorities in areas where applicants have reported having previous assisted housing to determine if the applicant left in good standing or has a debt for prior participation in housing programs.

Rent Structures, Income, Calculation and Payment Procedures

The LDCHA determines housing assistance and tenant rent in compliance with applicable regulations governing federal housing programs, the LDCHA MTW Annual Plan, and the provisions of this Plan in governing applicable programs. The same utility allowance schedules, rent calculation procedures, rent charging and payment procedures are consistent for all programs.

The LDCHA MTW program, in operation since 1999, is a demonstration program approved by Congress that allows high performing housing authorities to set local rules for providing housing assistance. The MTW program provides housing benefits that rewards working families by combining fixed rents in an affordable range with definitions of countable income and allowances that reflect the real financial circumstances of working families. All non-elderly, non-disabled/handicapped adults who rent subsidized units from the LDCHA or get voucher assistance through the LDCHA's Section 8 Housing Choice Voucher program must participate in the MTW rent structure program. Households not required to participate in the MTW Program may choose to participate when they are admitted to LDCHA General Housing Programs AND at each annual recertification of eligibility.

The MTW rent structure and other waivers of federal regulations do not apply to households in LDCHA HOME Tenant-Based Rental Assistance (TBRA) programs. HOME program benefits and rents are determined under regulations governing the HOME program are found at 24 CFR part 92 and in Chapter 18. The LDCHA applies a voucher model to its HOME program to facilitate moves into permanent housing when the HOME funded household becomes eligible for General Housing and assistance is available.

Continuum of Care Supported Housing programs and Veterans Association Supported Housing (VASH) vouchers administered under portability are operated under the applicable federal regulations for those programs. The LDCHA does not apply MTW waivers to households in these programs.

Rent Structure Determination

As part of every scheduled examination of eligibility LDCHA identifies the applicable rent structure for a household. The LDCHA has two rent structures, the MTW rent structure and the income based rent structure. All households will participate in the MTW rent structure unless exempt.

MTW Rent Structure Criteria

- ▶ The household has an adult member who is work-able:
 - Households with one or more adults who can meet the MTW work requirement and who is not in the household as a live-in aid are placed in the MTW rent structure.
 - Households that meet one or more criteria to be exempted from the MTW rent structure, see below, may participate in the MTW rent structure on a voluntary basis.

- ▶ Adult Children Ages 18 - 21 (or 24 if full time post secondary student):
 - Determination of placement in the MTW rent structure is not based on adult children between the ages of 18 and 21 (or 24 if post secondary students) in the household. Adult children are considered to be persons age 18 or older who were previously minors in the assisted household and are not the head of household or spouse. Such adult children do not result in the household's placement in the MTW rent structure till they are over age 21 or age 24 if they are a full-time post-secondary student.
 - Adult children in all LDCHA households must meet the work requirement.
 - The earned income of adult children in LDCHA voucher and unit households is excluded from gross household income for calculation of rent, until the age of 21 or 24 if a full-time student.

MTW Rent Structure Exemptions - households meeting the following are exempted from the MTW rent structure:

- Elderly/Disabled Status - All adult household members age 62 or over, or who have disability status that prevents employment.
- Temporary Medical - verified medical condition lasting longer than 3 months that limits or prevents work activities. Must be certified to by a licensed physician or medical practitioner.
- Employment Limitations - households with only one adult who does not have elderly/disability status and who, due to limitations of employment experience, education or training, is unable to earn sufficient income to meet the MTW minimum rent requirement.
- Senior Status. Households with one or two adults, neither of whom have disability status, who are both age 50 or over, and do not have children residing in the household.
- ▶ Voluntary MTW Rent Structure Participants:
 - Households participating in the MTW rent structure on a voluntary basis are eligible for all MTW income and deduction waivers and must meet all MTW requirements.
 - Voluntary MTW rent structure participants may choose to change rent structures only one time between scheduled examinations.
- ▶ Changes in Rent Structure:
 - The LDCHA will apply changes in rent structure only at scheduled examinations except as a hardship provision for voluntary MTW rent structure participants or as a result of a change in household composition effecting rent structure eligibility.
 - Once a voluntary MTW rent structure household has claimed a hardship and exercised their option to change rent structures, they may not change rent structures until their next scheduled examination.

Income Based Rent Structure Criteria

- ▶ All adult household members are age 62 or over, have disability status, or meet one of the MTW rent structure exemption criteria, see above.
- ▶ All households in LDCHA Senior Housing units at Babcock Place, Peterson Acres, and Affordable Elderly Units.
- ▶ All households in LDCHA HOME TBRA programs.

Income and Deductions

Income Based Rent Structure

HUD regulations require PHAs to deduct from annual income several mandatory deductions for which a household qualifies. The resulting amount is the household's adjusted income. Mandatory deductions are found in 24 CFR 5.611.

5.611(a) Mandatory deductions. In determining adjusted income, the responsible entity [PHA] must deduct the following amounts from annual income:

- ▶ \$480 for each dependent;
- ▶ \$400 for any elderly household or disabled household;
- ▶ **The sum of the following, to the extent the sum exceeds 3% of annual income:**
 - Unreimbursed medical expenses of any elderly household or disabled household;
 - Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the household who is a person with disabilities, to the extent necessary to enable any member of the household (including the member who is a person with disabilities) to be employed. This deduction may not exceed the earned income received by household members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus; and
- ▶ Any reasonable child care expenses necessary to enable a member of the household to be employed or to further his or her education.

Verification requirements related to these deductions are found in Chapter 11.

Anticipating Expenses

LDCHA Policy

Generally, the LDCHA will 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), the LDCHA will estimate costs based on historic data and known future costs.

Amounts previously deducted will not be allowed even if the amounts were not paid as expected in a preceding period. The LDCHA may require the household to provide documentation of payments made in the preceding year.

The LDCHA applies current federal regulation governing the definitions of income and deductions for households in the income based rent structure with the following exceptions:

- ▶ Under its MTW waiver the LDCHA does not apply the Earned Income Disregard exclusion of employment income for any household participating in LDCHA HCV and public housing programs.
- ▶ Earned income of adult children age 18 to 21, (24 if a post-secondary student) is excluded under the LDCHA MTW Annual Plan. Earned income is verified and reported but is excluded from the household's gross countable income.

MTW Rent Structure

All income not excluded by federal statute is counted for households in the MTW Rent Structure.

Only the following annual income deductions are available and applied for all households in the MTW rent structure:

- \$840 per dependent to a maximum of two (2).
- \$400 if the head of household or spouse is elderly or a person with disabilities.
- Total out of pocket medical expenses paid in the 12 months before the start of the scheduled examination period if the head of household or spouse is elderly or a person with disabilities.
- Annual utility allowance.
- Out of pocket expenses paid to care for children under age 13, or for a dependent with disabilities, so that an adult in the household can be employed, search for employment, or attend school or job-training.
- Out of pocket child support/alimony paid by a household member.

The following annual income deductions are applied for all households in the MTW rent structure in which there is one or more adult with countable full-time employment income (35 hours per week) or working students whose hours at school and work add up to 35 hours:

- \$2,000 medical expense deduction.
- 10% of countable earned income.

Minimum Rent

Income Based Rent Structure

Households in the income based rent structure have a minimum rent of \$50.

Income based rent and assistance calculations are based on standard federal housing program formulas for the Housing Choice Voucher and public housing programs.

MTW Rent Structure

Households in the MTW rent structure have a minimum rent based upon the currently approved MTW rent structure amounts for the bedroom size of the unit the household occupies. MTW minimum rents are reviewed and, if necessary, adjusted annually.

Current MTW minimum rent amounts are provided to all LDCHA residents and program participants with all notices of scheduled examinations, are posted in all LDCHA offices, and on the LDCHA web site.

Rent and assistance calculations in the MTW rent structure are based upon a formula approved for the LDCHA MTW program which produces a tenant rent equal to the higher of the MTW minimum rent or 30% of the household's adjusted monthly income up to the MTW maximum rent. If the household is a voucher participant and is renting a unit that costs more than the voucher payment standard, the overage is added to the tenant rent.

Maximum Rents, Flat Rents and Market Rents

Income Based Rent Structure

Maximum rents and market rents are not applied in the income based rent structure. A flat rent option is offered to households renting LDCHA public housing units.

Flat Rents

A flat rent choice form is sent to the household offering them the flat rent or income based rent. This form is retained in the active tenant-unit file.

Flat rents are only available for public housing participants in the income based rent structure and to mixed households as defined in Chapter 4: Eligibility: Citizenship. The flat rent for Edgewood Homes and scattered site participants are set annually at no less than 80% of the applicable fair market rent, adjusted if necessary to account for reasonable utility costs. A mixed household will pay the higher of the flat rent or the total tenant payment if it exceeds the flat rent.

The flat rent for Babcock Place and Peterson Acres I senior housing are set according to 24 CFR 960.253(6) based on the market rate of comparable units, taking into account services and amenities provided.

Flat rents are offered to all income based rent structure households renting LDCHA public housing units as part of each scheduled examination of income and rent calculation.

Households choosing the flat rent option will have the flat rent amount applied to their rent calculation as of the effective date of their scheduled examination.

Households that do not return the flat rent choice form will have the lower of the income based or flat rent amounts applied as of the effective date of their scheduled examination.

MTW Rent Structure

Other than for mixed households, flat rents are not applied in the MTW rent structure, and MTW participants are not eligible for the flat rent option.

Households in the MTW rent structure have a maximum rent based upon the approved MTW rent structure for the bedroom size of the unit the household occupies.

Maximum rents are reviewed and, if necessary, adjusted annually. Current MTW maximum rent amounts are provided to all LDCHA residents and program participants with all notices of scheduled examinations, are posted in all LDCHA offices, and on the LDCHA web site.

The MTW maximum rent is the most a household in the MTW rent structure will pay as rent, unless the household is a voucher participant and is renting a unit that costs more than the MTW maximum subsidy/Voucher Payment Standard. When the rent charged by the owner is higher than the MTW maximum subsidy, the overage is added to the tenant rent. In some cases this will cause the tenant rent to be higher than the MTW maximum rent.

The LDCHA has established market rents for its public housing units to serve as the rent applied when housing assistance must be suspended as a result of work requirement enforcement actions or when a household has reached over 80% of area median income for their household size and is not a participant in the LDCHA Homeownership program.

LDCHA established market rents do not apply to households in the MTW rent structure with voucher assistance as the rent charged by the owner is a market based rent.

Utility Allowances

Utility allowances are determined by the LDCHA as required in 24 CFR 965 subpart E for units LDCHA owns, and 24 CFR 982.517 for its voucher program.

The LDCHA is required to review utility allowances annually and revise the schedules at any time if there is a change greater than 10%. Any proposed utility allowance change will be made available for inspection by the public housing participants, no later than 60 days before the proposed effective date of the revision. Participants are provided an opportunity to make comments 30 days before the proposed effective date of any revised schedule.

On request from a household that includes a disabled or elderly person, the LDCHA must approve a utility allowance that is higher than the applicable amount for the dwelling unit if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to

and usable by the household. (24 CFR 965.508)

Utility allowances are applied as a monthly rent credit in the income based rent structure. When the monthly utility allowance is higher than the household's total tenant payment, the balance is paid to the household as a monthly utility allowance reimbursement.

In the MTW rent structure the monthly utility allowance is annualized and applied as a deduction from gross countable income.

The utility allowance for units over 5 bedrooms is calculated using a factor of .2 multiplied by the 5 bedroom utility cost for each additional bedroom per the methodology set out in HUD Form 52667.

Total Tenant Payment and Tenant Rent

Income Based Rent Structure

The LDCHA calculates Total Tenant Payment (TTP) using formulas derived from currently applicable federal regulations for the Section 8 Housing Choice Voucher (HCV), HOME TBRA and public housing programs for all households in the income based rent structure.

Voucher payment standards applied in the HCV and HOME programs are based on the subsidy standard for which the household qualifies, as described in Chapter 10 of this Plan.

MTW Rent Structure

TTP in the MTW rent structure is equal to 30% of monthly adjusted income.

Households pay as rent the greater of the MTW minimum rent or their TTP, plus any voucher overage.

Housing Assistance Payment (HAP) to Owners

The LDCHA calculates Housing Assistance Payment (HAP) to owners using formulas derived from currently applicable federal regulations for the Section 8 Housing Choice Voucher (HCV) and HOME TBRA for all households in the income based rent structure.

In the MTW rent structure, the HAP to owners is equal to the rent charged for the unit less the households TTP. HAP checks are distributed by U.S. mail on the 2nd working day of each month.

Higher Income Households - Homeownership

Households in LDCHA's Housing Choice Voucher (HCV) and Public Housing programs (regardless of the rent structure applied to their assistance) with gross countable income at or over 50% of area median income (AMI) are invited to join the LDCHA Homeownership program through a Homeownership Contract at their regularly scheduled annual or biennial recertification of eligibility by General Housing. Homeownership Contracts are for three years with a possible two-year extension if progress toward homeownership is demonstrated. LDCHA Resident Services Office's Homeownership Program provides activities designed to address credit scores, assists households with budgeting, provides information on home loan applications and ownership options available in the community, provides or facilitates first-time homeowner training, and offers additional activities. Households successfully completing the Homeownership Program and purchasing a home qualify for a matching grant of up to \$3,000 as part of LDCHA's Moving to Work (MTW) program.

The LDCHA considers all households with a gross countable income over 80% of AMI for their household size to no longer be low-income families.

Households whose AMI moves from below 50 to over 80% who have never been offered an opportunity to join the Homeownership Program will be given the opportunity to do so at their regularly scheduled recertification. If they join the Homeownership Program, they have three to five years per the Homeownership Contract to remain on housing assistance under the Homeownership Program while working toward homeownership.

Income-based Rent Structure Households

Income-based rent structure households who sign a Homeownership Contract and participate in the LDCHA Homeownership Program while household income is between 50 and 80% of AMI can remain in housing assistance under the Homeownership Program for a period of up to three years per the Homeownership Contract, with a possible two-year extension. Rent options and calculations are not affected by participation.

MTW Rent Structure Households

MTW rent structure households who sign a Homeownership Contract and participate in the LDCHA Homeownership program while their income is between 50 and 80% of AMI can remain in housing assistance at no more than MTW maximum rent (plus any voucher overage if applicable) for a period of up to three years per the Homeownership Contract, with a possible two-year extension. If a household has chosen not to sign a Homeownership Contract, when household income is above 80% of AMI the household will be recertified to the applicable contract or market rent. Contract or market rent will also be applied at recertification should a MTW rent structure household be above 80% of AMI upon expiration of the Homeownership Contract.

Exception for All Households at 100% of AMI or Above

Regardless of Homeownership Program status, households that reach 100% of AMI will be recertified to the applicable contract or market rent at their next recertification should AMI remain at or above 100%.

Program Phase-Out, Occurs Regardless of Homeownership Program Status

LDCHA must end contracts for all HCV households regardless of rent structure or Homeownership Program status that have been at zero assistance for six consecutive months, as provided in the HAP contract.

Per LDCHA's MTW program discretion, Public Housing households may continue residing in LDCHA-owned units until their income reaches 100% of AMI as calculated at their regularly scheduled annual or biennial recertification, at which time they will be given notice that their lease will only be renewed for a final six-month period. This occurs regardless of rent structure or Homeownership Program status. An interim reexamination for income-based rent structure households during this six-month period reflecting a drop to under 100% of AMI may result in revocation of the non-renew lease notice and removal from market rent rate. Notice will be final for all MTW rent structure households.

Work and Community Service Requirements

Adults in LDCHA Section 8 HCV and public housing programs must meet the LDCHA work requirement which is a key component of LDCHA's MTW Plan.

Adults in LDCHA public housing units that meet the work requirement also meet the HUD public housing community service requirement.

Work Requirement

Adults must work or participate in work related activities. Work related activities include, but are not limited to:

- Employment on at least a part-time basis, generally accepted to be 15 hours per week.
 - Enrollment in an accredited secondary education or certification program.
 - DCF Work Placement Program.
 - Apprenticeships/Internships.
 - Employment counseling.
 - Job Corps.
 - Community service or volunteer activities.
 - Family Self-Sufficiency program participation which includes but is not limited to:
 - Employment counseling
 - Job search
 - Job retention workshops
 - Life skills workshops
 - Community workshops
 - On-the-job training
- ▶ Adults not working and not participating in the State of Kansas Department of Children and Families (DCF) work program can participate in the LDCHA Family Self-Sufficiency program through the LDCHA Resident Services Office.
- ▶ Full time enrollment in a postsecondary, vocational, technical or degree seeking program meets the work requirement (including any program that is at least 12 credit hours.)
- ▶ In two-parent households with children under age 13, one adult working full time, generally 35 or more hours per week, meets the work requirement for both parents.
- A two-parent household is considered to be any household in which there are two adults, and at least one adult is the biological, adopted, or foster parent or grandparent to one or more children in the household.

Work Requirement Enforcement

The LDCHA enforces the work requirement:

- ▶ At admission to the HCV and public housing programs from the General Housing waiting list
 - Households with members not meeting the work requirement at admission are given 30 days to demonstrate how they meet the work requirement.
- ▶ At annual recertification.
 - Households that do not meet the work requirement at their annual recertification are given 14 days to demonstrate how they meet the work requirement.

All households not meeting the work requirement are referred to the LDCHA Resident Services Office for assistance with employment and work related activities.

When the household does not demonstrate how they meet the work requirement:

- ▶ Their housing assistance is suspend at the first of the month following the month in which they are notified of the work requirement action and they must pay the full contract or market rent for the unit they occupy.
- ▶ If they meet the work requirement before the effective date of the suspension their assistance is reinstated.
- ▶ If they do not meet the work requirement within 30 days from the date of the suspension, their lease or their assistance is terminated.

Households that report information indicating they do not meet the work requirement between annual recertifications are notified that they must report how they meet the work requirement by the time of their next annual recertification.

Exemptions From the Work Requirement

- ▶ Persons permanently prevented from work due to disability, illness, injury or other physical or mental impairment of a permanent nature, expected to last 12 or more months.
- ▶ Persons age 50 or over who do not have children residing in the household.
- ▶ Persons required at home due to a verified medically determined condition of another household member that does not permit self-care, and care is not available from another person in the home.
- ▶ Persons needed to care for a child under 3 months of age or dependent adults in the home. This exemption cannot be claimed:
 - By two-parent households.
 - When there is another person in the home who is capable of providing care.

Recertification & Continued Eligibility

The LDCHA conducts recertification of eligibility in compliance with current federal regulations governing federal housing programs, the LDCHA MTW Annual Plan, and this Plan.

The LDCHA will conduct certification and recertification based only upon written tenant reports submitted on LDCHA approved forms which are supported by documentation that is current within 60 days of the date submitted.

Verbal reports of information by the tenant will not be accepted for recertification purposes.

To the greatest extent possible, the LDCHA conducts only scheduled examinations of eligibility, income, rent and assistance determinations. These are defined as examinations of eligibility and determination of income, rent and assistance conducted at:

- ▶ Admission to any LDCHA program.
- ▶ Any move or transfer to a new unit under any LDCHA program.
- ▶ Annual/biennial recertification of eligibility at the anniversary date of admission or unit transfer.

Changes reported as part of a scheduled examination will be applied at the effective date of the scheduled examination, regardless of whether the change is an increase or decrease in tenant rent or assistance.

The LDCHA reserves the right to adjust scheduled examination dates to facilitate program operation providing all households eligible for biennial recertification are recertified at least every 24 months and all households eligible only for annual recertification are recertified at least every 12 months.

An interim recertification is conducted as a result of reported changes in household composition and income occurring between scheduled examinations under the following circumstances:

- ▶ Reported and verified decreases in income for households in the income-based rent structure, i.e. households exempted from the MTW rent structure.
- ▶ Reported and verified increases in income for households in the income-based rent structure when the increase in income reflects a ten percent (10%) or larger increase from the income counted at the last examination of income.
- ▶ Approved household composition changes.
- ▶ MTW rent structure households approved for a hardship rent reduction or change in rent structure.
- ▶ MTW rent structure households with decreased employment income due to a household member returning to or starting school.
- ▶ MTW rent structure households under a work requirement enforcement action that gain new income.

Changes in unit size or subsidy standard will be made only at the time of a scheduled examination or at a move to a new unit, regardless of the size of unit the household occupies, except in the following circumstances:

- ▶ Reasonable accommodation for a person with disabilities.
- ▶ The birth or adoption of a child.

Unit size needed or subsidy standard increases resulting from changes in custody, foster care placements, or other changes in household composition, will be made at the next scheduled examination.

The subsidy standard applied may never be larger than the size of unit the household occupies.

Required Reporting

Timely Reporting

All changes in household members or income that occur between scheduled examinations must be reported in a timely manner as outlined in this chapter. Timely reporting is considered to be 10 days from the date the change happens or the household knows of the change, or by the end of the month in which the change takes place, whichever is sooner.

Scheduled Examination Reporting

Admission to any LDCHA program

Households admitted from LDCHA waiting lists must provide a full written report of household income and membership at the time of any voucher or unit offer. This information must be updated if more than 60 days elapse between the offer and the move-in date.

Any move or transfer to a new unit under any LDCHA program

Households moving to new units with continued assistance through any LDCHA program must provide a full written report of household income and membership at the time they are offered continued assistance. This information must be updated if more than 60 days elapse between the offer and the date of move-in to the new unit.

Annual/biennial recertification of eligibility at the anniversary date of admission or unit transfer

Households continuing assistance in the same unit will be notified by U.S. mail of their scheduled annual or biennial recertification at the end of the month four (4) months before the effective date of the scheduled examination. Income report packets containing all required forms and releases will be available in the first week of the month three (3) months before the effective date of the scheduled examination. Income report packets must be returned to the appropriate LDCHA administrative office fully completed and signed by on or about the 10th working day of the month three (3) months before the effective date of the scheduled examination. Notices of rent and assistance changes resulting from completed annual/biennial recertification will be sent by U.S. mail to assisted households and participating rental property owners by the last working day of the month that is one (1) month before the effective date of the scheduled examination.

Changes in Household

Throughout their participation in LDCHA programs all households must report all changes in the persons living in the assisted rental unit.

An adult moving in with a household participating in any LDCHA programs must be determined eligible and approved by the LDCHA and the landlord **before** they move into the subsidized rental

unit. Approval of a live-in attendant will be based on medical need for attendant care as outlined in this Plan.

An adult removed from an LDCHA assisted household must provide documentation that they have obtained replacement housing and the LDCHA will verify that the person is no longer residing in the rental unit.

The LDCHA will approve, upon written request, the addition of foster children and live-in attendants as residents of the assisted unit. The household must supply a statement from the owner approving residence of a foster child or live-in attendant, complete identification documents for each such additional resident, and documentation of foster child placement.

Changes in Income

Income-Based Rent Structure

Households in the income-based rent structure are required to report all changes in income.

MTW Rent Structure

MTW rent structure households that meet the work requirement at admission or at their last scheduled reexamination are required to report income changes only during the three (3) months before the effective date of their scheduled examination. The specific timeline for reporting changes is outlined in this remaining section.

MTW rent structure households that did not meet the work requirement at admission or at their last scheduled examination must report all income changes as they occur until their next scheduled examination.

Biennial Recertification

The LDCHA conducts biennial recertification of eligibility for households according to the LDCHA Annual MTW Plan and for all income-based rent structure households.

Under biennial recertification, continued eligibility is reviewed and rent recalculated every other year.

The biennial recertification date will be established by the month the household moved into their current unit and will be the first day of that month in the following year regardless of the initial move-in date. EXAMPLE: Move-in date is November 13, 2011. Biennial recertification dates will be November 1, 2012 and then November 1, 2014.

All households must participate in an annual inspection as described in Chapters 8 or 9 as applicable.

Income Based Biennial Recertification

No household may go more than 24 months without a full recertification of eligibility.

Households skipping recertification must sign annual release forms and participate in the annual housing inspection.

Households identified to skip recertification may request a biennial hardship recertification if:

- ▶ Gross household income decreases by 10% or more.
- ▶ Eligible out of pocket medical expenses increase by 10% or more.

Unless a biennial hardship recertification is approved, households identified as skipping recertification will have no change in rent with the following exceptions:

- ▶ There is a change in household composition.
- ▶ There is a move or transfer to a new unit.
- ▶ Voucher holders - if the landlord requests a contract rent increase for the unit.

Once the unit has passed the annual inspection a notice will be sent to the tenant and the landlord stating that the recertification is complete. If the landlord requested a rent increase the completion notice will give any change in tenant rent and housing assistance.

Changes in voucher payment standards or utility allowances, for both voucher and LDCHA residents, will be applied only if a change in contract or maximum rent is applied, or at the next scheduled biennial recertification, whichever occurs first.

Annual Recertification

The LDCHA will conduct annual recertification of eligibility for participants in the following programs:

- ▶ HOME Tenant-Based Rental Assistance.
- ▶ Continuum of Care Permanent Supported Housing.
- ▶ Veterans Affairs Supportive Housing (VASH) vouchers administered under portability.
- ▶ LDCHA voucher holders and unit residents in the MTW rent structure.

The annual recertification date will be established by the month the household moved into their current unit and will be the first day of that month in the following year regardless of the initial move-in date. EXAMPLE: Move-in date is November 13, 2011. Annual recertification date will be November 1, 2012.

Renewal leases at the same unit will not affect the scheduled examination date for the household.

Interim Recertification

Calculations of Tenant Rent and HAP will remain in effect for the period between regularly scheduled examinations unless reported changes result in interim recertification as described below.

Interim examinations and recalculation of rent and assistance do not affect the annual reexamination date.

Changes in the rent charged by owner for voucher subsidized units:

- ▶ The contract or market rent for the unit must be requested at least 60 days before the effective date of the change. This includes rent changes as a result of a new lease for a continuously occupied unit.
- ▶ Contract rent changes requested at least 60 days before a scheduled examination will be applied as part of the scheduled examination.

- ▶ Contract rent changes requested less than 60 days from the effective date of a scheduled examination date will be applied no sooner than 60 days from the date submitted by the owner, provided the requested increase in contract rent meets rent reasonableness and comparability criteria, and there has not been a change in contract rent within the past 12 months.

Interim recertification for income based rent structure households are conducted for:

- ▶ All reported decreases in income.
- ▶ All reported increases in income that are a 10% or more increase in gross household income.
- ▶ Approved changes in household members.
- ▶ Changes in disability status.
- ▶ Changes in contract rent requested by owners that are received too late to apply at the effective date of the scheduled examination.

Interim recertification for MTW rent structure households are conducted for:

- ▶ Hardship rent reduction due to loss of income.
- ▶ Approved changes in household members.
- ▶ Changes in disability status.
- ▶ Changes in contract rent requested by owners.

Tenants with no reported source of income will be required to certify their continued zero income status every 90 days and will be recertified as necessary. All households reporting zero income will be referred to the LDCHA Resident Service Office for assistance in accessing mainstream income resources.

Effective Dates of Interim Recertification

Income Based Rent Structure:

Changes in household composition, income, and/or allowable expense deductions will be verified and new calculations of TTP, Tenant Rent and HAP applied as follows:

- ▶ Loss of Income
 - A decrease in Tenant Rent resulting from a loss of income will be effective the first day of the month following the month in which the change occurs, if reported by the 23rd day of any month.
- ▶ Allowances and Deductions
 - Increase in allowances/deductions - A decrease in Tenant Rent as a result of additional allowances or deductions from a tenant's gross income for dependents, disability status, child care or other allowed expenses will be effective the first day of the month following the month in which the change is reported, if reported by the 23rd day of any month.
 - Decrease in allowances/deductions - An increase in Tenant Rent resulting from loss of allowances or deductions from a tenant's gross income will be effective the first of the month one full rent payment period after the change is reported. (EXAMPLE: A minor taken into permanent custody by child welfare must be removed from the household causing a loss of a dependent deduction.)
- ▶ 10% or Greater Increase in Income
 - LDCHA staff will review reported increases in income and determine if the new gross household income is 10% or higher than the gross household income currently in use.
 - Increases in income that will result in a 10% or more change in gross household income will be verified as outlined in this plan.

- Changes in tenant rent and assistance resulting from these increases in income will be effective the first of the month that is one full rent payment period after the month in which the change is reported.

MTW Rent Structure

Households in the MTW rent structure have an annual rent and are not required to report changes in income between scheduled examination dates unless the LDCHA took action to enforce the work requirement at the household's last scheduled examination. These households, not meeting the work requirement, must report all income changes until their next scheduled examination.

Interim recertification will be conducted and changes to Tenant Rent and HAPs will be made for MTW rent structure households in the following circumstances:

- ▶ Approved household composition changes.
- ▶ Approved change in rent structure.
- ▶ Decreased employment income due to a household member returning to or starting school.
- ▶ MTW rent structure households under a work requirement enforcement action that gain new income.
- ▶ A change in the contract rent for the unit requested by the owner and approved by the LDCHA outside the scheduled examination effective date.

MTW Hardship

An approved MTW Hardship Rent Reduction:

MTW rent structure households with a loss of income between annual recertification dates may request a 3-month hardship rent reduction. The LDCHA MTW Hardship Policy is incorporated in this Plan and is attached as Appendix VII.

Eligibility for a MTW hardship rent reduction requires the household:

- ▶ Be in the Moving to Work rent structure
- ▶ Not have had a hardship rent reduction in the past 12 months
- ▶ Has lost income that is included in the most recent rent calculation
- ▶ Not have a pending annual recertification for the next month
- ▶ Not be under termination by the LDCHA for program violation
- ▶ Participate in intensive re-employment counseling through the LDCHA Resident Services Office

MTW hardship rent reduction changes will be effective the first of the month after the month in which the reduction is requested, providing the request is made before the 23rd of the month. Hardship rent reductions requested after the 23rd of any month will not be processed until after the first of the following month and, if approved, the hardship rent reductions will be effective the first of the month following the month in which the hardship is processed.

The 23rd of the month cut off is necessary to allow LDCHA staff time to verify loss of income and participation in re-employment activities prior to approval of a rent reduction.

Changes in Household Members

The LDCHA requires that all persons living in the assisted unit be members of the assisted household. New household members must be reported to the LDCHA in writing and if they are over age 18, an eligibility determination must be completed before the person can move in to the assisted unit.

Adults being added to assisted households must complete an application packet, sign all releases, report their past three years of residential history, report their current income, and obtain the signature of the owner or manager of the assisted rental unit. Minors being added must be verified as dependents by appropriate legal or court documents establishing residential custody.

The LDCHA will verify income, residential history and all other eligibility related information prior to approval of the request to add an adult.

Requests to remove a household member must be submitted in writing by the head of household. Verification of alternative residency of the removed member must be provided.

Changes in Rent Structure

Changes in rent structure from income based to MTW or from MTW to income based will be applied at the annual or biennial recertification with the following exceptions:

- ▶ Reported and verified changes in disability status.
- ▶ Approved changes in household membership.
- ▶ Reported and verified employment income that causes Tenant Rent to be equal to or greater than the MTW minimum rent.

These changes will be applied according to the time lines for the effective date for interim recertification described in this Plan.

Interim Examination Rent and HAP Effective Dates

Changes in income and household membership are considered to have been reported in a timely manner if they are submitted to the LDCHA office, in writing, within 10 days of their occurrence.

Recertification in Cases of Timely Reporting

After verification, the new Tenant Rent and HAP amounts will be calculated and the tenant and owner will be notified of the effective date of any change according to the following schedule:

- ▶ **Increases in Tenant Rent:** Effective one full rent period after a change is reported. The tenant and owner will be given notice of the increase at least one full rent payment period prior to the effective date of the increase.
- ▶ **Decreases in Tenant Rent:** Effective the rent period following the month in which the change was reported and verification documents submitted. Tenant and owner will be given notice of the change before the effective date of the change.

No downward rent adjustments will be processed until all facts have been verified, even if a retroactive adjustment results due to end of month processing deadlines.

Recertification in Cases of Untimely Reporting

If a tenant does not report a change within 10 days of its occurrence or does not supply required documentation within 10 days of any request by the LDCHA, the tenant will be determined to have caused an unreasonable delay in examination processing. Under these circumstances, deviation from normal effective dates is justified due to the tenant's failure to comply with reporting requirements. The LDCHA will conduct interim recertification and notify tenants and landlords as follows:

- ▶ **Increases in Tenant Rent:** The change will be effective on the first of the month one full rent payment period following the processed change and a recoupment for overpayment of HAP or under payment of Tenant Rent will be calculated retroactive to the date the change should have been effective if the change had been processed in a timely manner, regardless of how much time has passed since the change occurred. LDCHA staff will establish and verify the dates on which the applicable changes occurred and the dates on which the changes were reported in order to document the recoupment.
- ▶ **Decreases in Tenant Rent:** The change will be effective on the first of the month following the reported change. A change can be made effective on the first of the month only if the change is reported and verification documents received by the 20th of the preceding month.
- ▶ **Changes occurring or reported after the 20th of the month** will be processed for the next month. The tenant's portion of the rent will be decreased, rent adjustments will be made to the tenant's account for LDCHA tenants, and remainder HAP checks will be issued to owners on the 15th of the following month for voucher tenants.

Recertification Not Processed in a Timely Manner by the LDCHA

If LDCHA staff do not conduct recertification or issue required notices so that changes reported by the tenant in a timely manner can be made effective on the appropriate effective date, it will be considered that the LDCHA did not process the reported change in a timely manner.

Changes not processed by the LDCHA in a timely manner will be effective on the first of the month one full rent payment period following the month in which the change is processed. If the change resulted in a decrease in Tenant Rent, the difference between what the tenant actually paid and what the tenant should have paid will be calculated retroactive to the date the change should have been effective, if the recertification had been processed in a timely manner. A reimbursement check for the amount of the overpayment will be issued to the tenant.

Correction of Errors

Errors shall be immediately corrected upon discovery, the appropriate corrective action shall be taken, and the tenant and owner notified in writing prior to the effective date of the correction whenever possible.

- ▶ If the error was made by LDCHA staff, neither the tenant nor the owner shall be charged retroactively. If correction of an error results in a refund, it shall be promptly made.
- ▶ If the error resulted from false or incomplete information supplied by the tenant, LDCHA staff shall follow the LDCHA Fraud Policy and the terms of this Plan as it pertains to falsification of reports:
 - A reporting error recoupment or recovery will be the difference between the amount of assistance paid on the tenant's behalf or tenant rent charged and the amount that should have been paid or charged, retroactive to the effective date of amounts derived from false or incorrect reporting.
 - The tenant shall be notified of the new assistance or tenant rent amount and the recoupment amount. If the change results in an increase in tenant rent, the tenant will still be entitled to a full rent payment period or 30-day notice and the additional month of overpayment resulting from this notice period will be added to the total recovery amount. The tenant shall be required to repay any overpayment in full or enter into a repayment agreement as stipulated by the LDCHA Fraud Policy and the provisions of this Plan.

Security and Other Deposits

LDCHA Owned Units

Unit Deposit

The tenant will pay a security deposit in full. At least one-half of the total is due at move-in and the balance in two equal successive installments. The security deposit is based upon the bedroom unit size of the dwelling according to the Security Deposit Payment Schedule incorporated herein as Appendix II.

The tenant understands that LDCHA will return the security deposit upon termination of tenancy, less any accrued unpaid rent, the cost to repair any intentional or negligent damages caused by the tenant, other occupants, invited guests, others, or vandalism, and any charges owed according to state law. The LDCHA is not responsible for any property loss as a result of vandalism, Acts of God or Nature and/or other uncontrollable events unknown to the LDHCA while the unit is in the tenant's possession. At the time of lease up each tenant is asked to provide a contact person to whom the security deposit will be refunded to due to unforeseen circumstances such as the tenant being unable to carry out their affairs or in the event of death.

The security deposit will be retained by the LDCHA and be applied to any damages incurred by the LDCHA to re-rent the unit for the following reasons:

- ▶ Failure to give a 30-Day written notice to vacate the unit
- ▶ Abandonment of the dwelling unit
- ▶ Not fulfilling the initial one year's Lease requirement

A Tenant who accepts a unit and puts down a security deposit then fails to enter into a lease shall forfeit their security deposit.

Pet Deposit and Fee

As a pet deposit the tenant will pay one-half of the established security deposit plus a nonrefundable administration fee as established by the LDCHA Pet Policy in addition to the regular security deposit. The deposit and fee must be paid in one full payment. This pet deposit shall be refunded upon move-out, or if the renter no longer owns a pet, if no damages have been caused by the pet. Prior to refund, damages shall be verified by inspection. The LDCHA Pet Policy is incorporated in this Plan and is attached as Appendix III.

Voucher Holders

Security deposits for all voucher holders are set by the private owner and are the responsibility of the tenant. The owner may collect an advance deposit only up to the maximum amount allowed by local and state law. In Kansas this is one month's rent for an unfurnished unit and one and one-half month's rent for a furnished unit. Tenant-caused damages are the responsibility of the tenant and reimbursement for costs associated with repair of tenant-caused damages may be pursued through lease enforcement in compliance with state law.

A pet deposit may also be collected up to the maximum of an additional one-half month's rent. The tenant is responsible for all deposits.

HOME Program Grants

The LDCHA can make a security deposit and utility deposit grant on behalf of HOME program participants. These are one-time only grants for the tenant's initial unit upon entering the program. Deposits are paid directly to the landlord or utility company upon documentation of the required amount. The security deposit is refunded to the participant and may follow the participant to any future unit. The tenant must be eligible for the Homeless Transitional Housing grant through the City of Lawrence or the Bert Nash Community Support Services (CSS) HOME program, to receive a deposit grant.

Terminations

The following chapter describes instances that require, allow for, or result in termination of participation in LDCHA housing programs.

Terminations of Assistance that Apply to All LDCHA Program Participants

Grounds for Mandatory Termination

All participants have the right to due process and every participant will receive notice of termination action and the right to appeal, except those subject to the LDCHA's "One Strike" policy.

The LDCHA must terminate assistance in the following circumstances:

1. Household has a member convicted of manufacturing or distributing methamphetamines;
2. Household has a member subject to lifetime sex offender registration requirement or is currently required to register with any State's sexual offender list.
3. Involvement in drug-related and/or violent criminal activity that threatens the health, safety, or right to peaceful enjoyment of LDCHA's premises by other Tenant(s) or employees of LDCHA;
4. Fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
5. Failure by the household or any household member to sign and submit consent forms for obtaining information in accordance with federal regulations and LDCHA policy;
6. Failure by the household or any household member to provide forms for establishing citizenship or eligible immigration status;
7. Failure by the household or any household member to comply with the work requirement under the Moving to Work Demonstration program after being provided an opportunity to comply.
- 8.

Grounds for Discretionary Actions

In the following instances, LDCHA will always commence to terminate participation, however a tenant will have the opportunity for an informal hearing, and where appropriate the LDCHA will consider mitigating circumstance before rendering a final decision. All action to terminate a participant's assistance will be conducted in conformance with federal regulations and LDCHA policies as stated in this Plan.

LDCHA Owned Units

Termination action will be commenced if any household member fails to comply with Applicant/Tenant obligations as set out in:

- ▶ The Applicant/Tenant Obligation Certification.
- ▶ The Lease (according to the LDCHA "One Strike" policy and the three strike lease violation practice as set out below.)

Section 8 Voucher Participants

Termination action will be commenced if any household member fails to comply with the Applicant/Participant obligations as set out in:

- ▶ The Applicant/Participant Obligation Certification.
- ▶ The Obligations of the Family - Voucher HUD Form 52646.

Temporary Absence from the Unit

In all LDCHA programs the assisted unit must be the household's only residence. However, the LDCHA allows assisted households the opportunity to keep their housing in situations when no household member is able to reside in the assisted unit for an extended but temporary period of time, generally 30 or more days up to six (6) months.

The household must notify the LDCHA immediately and request approval of a temporary absence. Allowable temporary absence reasons are:

- ▶ Reasonable accommodation;
- ▶ Medical need;
- ▶ Employment;
- ▶ Education;
- ▶ Family emergency.

The household may be absent from the unit for a period of no more than 6 consecutive months during any 12 month period.

The household must resume occupancy of the unit by the end of the fifth month to continue the lease beyond the end of the sixth month.

The household must notify the LDCHA of any absence from the unit longer than 7 days. The notice must be given during the month in which the absence occurs including information as to the reason for the absence and the length of time the household expects to be absent. LDCHA staff will determine if the length of absence meets the temporary absence criteria.

During any period of temporary absence the household is responsible for assuring that the utilities are maintained and the rent is paid. The unit cannot be occupied by any other person at any time.

Upon returning to the unit, the household must notify the LDCHA.

Failure to notify the LDCHA of a temporary absence from the unit will result in a notification of action to terminate the lease, or housing assistance.

LDCHA Owned Units

These requirements apply to any participant in LDCHA public housing programs.

Termination of the Lease

LDCHA shall not terminate or refuse to renew a Lease other than for a single serious violation or repeated violations of material terms of the Lease. Repeated violations of material terms of the Lease shall be defined as any three lease violations of the same provision per Tenant's Obligation, which occur within any consecutive 24-month period.

A serious violation is any one of the following acts engaged in by the Tenant, a member of the household, a guest or other person under the Tenant's control, shall be cause for immediate termination of tenancy except for situations covered by Resolution 956, the LDCHA Violence Against Women's Act.

- ▶ Any criminal, gang or illegal drug related activity that threatens the health, safety or right to peaceful enjoyment of LDCHA's public housing premises by other tenant(s) or tenant(s) of the neighborhood where scattered sites are located.
- ▶ Any criminal, gang or illegal drug related activity on or off such premises.
- ▶ Excessive Late Rent payment, which is rent paid late [beyond the 5th working day of the month] in excess of six occurrences in any 12-month period, on the seventh occurrence.
- ▶ Nonpayment of Rent within the month due.
- ▶ Fire or property damage caused by smoking.
- ▶ Tampering with or disabling a smoke detector or alarm in a unit or on LDCHA property.
- ▶ Fire related or any destruction to LDCHA property or its premises in a manner that physically alters, destroys, defaces, or damages said property; creation of life threatening, health and/or safety condition(s) that threaten the right to peaceful enjoyment of the premises by other tenants or Housing Authority employees.
- ▶ Whenever a household or any household member has engaged in or threatened abusive or violent behavior toward LDCHA staff.

Each Tenant shall be furnished a LDCHA Tenant Handbook containing information on allowable and unallowable activities relating to the use and care of units, premises, equipment and surrounding grounds. Tenants are required to comply with the rules and procedures contained in the Handbook.

LDCHA "One Strike" Policy - Mandatory Termination

The LDCHA has adopted a "One Strike and You're Out" policy, Resolution 618 incorporated herein as Appendix VI, that provides for immediate termination of assistance and for eviction from the unit for criminal, gang, or illegal drug related activity that threatens the health, safety, or right to peaceful enjoyment of LDCHA's premises by other Tenant(s) or employees on or off the LDCHA premises. Notice to terminate under the "One Strike and You're Out" shall state that this policy is being applied and that such breach is not remediable.

Termination per the "One Strike and You're Out" policy does not require LDCHA to afford the Tenant(s) an administrative grievance hearing. HUD has determined that eviction procedures under state law provide pre-eviction hearings and other basic elements of due process. The tenant will be notified of the pending termination in writing and will be given 5 days to respond to the matter prior to an eviction action being filed.

Lease Violations

Except for lease violations under Resolution 618, The LDCHA "One Strike and You're Out" policy, tenants will be given a reasonable opportunity to comply with the occupancy rules. Where practical, the LDCHA will apply a "three strikes" progression of lease violations toward eviction. The practice shall be applied as follows for each of the same type of lease violations, other than non-payment of rent.

- ▶ First lease violation: Management will issue a written notice identifying the violation and requesting a conference to explain the reason and cause of the violation notice, and corrective action required.
- ▶ Second lease violation: Management will issue a 14 Days Notice of Lease Violation in conformance with HUD regulations and state law.
- ▶ Third lease violation: Management will issue a 30 day termination notice in conformance with HUD regulations and state law..

Lease Violations Provisions

The LDCHA reserves the right not to follow the "three strikes" policy on lease violations and will proceed to terminate the lease on a single violation in the following cases:

- ▶ Where a tenant's behavior threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, LDCHA personnel or its agents as more specifically identified in the One Strike Policy. In these cases management shall follow the provisions of state law.
- ▶ Lease violations for non-payment of rent in the month due will be handled in conformance with Resolution 70 the LDCHA Rent Collection Policy incorporated herein as Appendix IV, and the Tenant lease will be terminated.
- ➔ Lease violations for failure to report income will be handled in conformance with Resolution 539 the LDCHA Fraud Policy incorporated herein as Appendix V.

Tenant Conference Sessions

All tenants will report to the management office for tenant conference sessions in connection with any lease violation when requested to do so by the LDCHA. Failure to report will of itself be considered a secondary lease violation and, in association with the primary lease violation, may be cause for eviction.

No Smoking Policy

A household must abide by Resolution 2017-___, the LDCHA Smoke Free Policy which is incorporated into this Plan and attached as Appendix VIII. Smoking is prohibited by tenants, household members and guests inside any unit and/or building owned by the LDCHA or within 25 feet of any LDCHA building. If a tenant household is determined to be in violation of the policies in accordance to this policy, the LDCHA staff will follow a progressive course of lease enforcement actions implementing the smoking ban except when a violation causes a fire at LDCHA. In that case, the tenant will be evicted in conformance to the LDCHA One Strike and You're Out policy.

Notices Between the Tenant and LDCHA

Notices between Tenant(s) and LDCHA shall be in writing, delivered or mailed first class to Tenant's premises. Notices from Tenant(s) **must be in writing** delivered to the LDCHA office including by email. Persons with disabilities may request special accommodations.

Types of Notices

LDCHA will issue written notices of Lease termination. All notices shall state the reasons for the termination.

- ▶ A 14-Day Notice in the case of failure to pay rent.
- ▶ A reasonable time considering the seriousness of the situation, but not to exceed 30 Days Notice to terminate, when the health or safety of other Tenant(s) or LDCHA employees is threatened, and;
- ▶ A 30-Day Notice in all other cases.

Installment Payment of Rent

In order to assist LDCHA Moving to Work (MTW) households to maintain their housing, it shall be LDCHA's policy to allow households to enter into a rental payment agreement to divide their monthly rent into two equal payments. The agreement shall be in writing signed by the LDCHA staff and tenant which specifies the method, amount and time of payments. The agreement will be effective the month after it has been executed and signed.

Rent must be paid in full by the 16th day of the current rent paying period. MTW households under a rental payment agreement based on this policy will not be assessed late fees as long as they make their payments on time per the agreement, and will be exempted from the late fee provision of the LDCHA Rent Collection Policy, Resolution 70, as amended.

After failure to abide by the rental payment agreement on three occurrences the rental payment agreement will be automatically terminated and the tenant will again be bound by the LDCHA Rent Collection Policy, Resolution 70, as amended. All rent must be paid in the month it is due. Delinquent rent shall not be carried into the second month.

Grievance Procedure for Public Housing Tenants

When LDCHA is required to afford the Tenant the opportunity for an informal hearing under Resolution 30, LDCHA Grievance Procedure (Appendix I) for a grievance concerning the Lease termination, the Tenant shall be informed of the right to request an informal mediation and/or hearing and the right to examine LDCHA documents directly relevant to the termination or eviction. The tenancy shall not terminate, even if any notice to vacate under state or local law has expired, until the time for the Tenant to request a grievance hearing has expired, and if a hearing is timely requested by the Tenant, until the grievance process has been completed.

When LDCHA is not required to afford the Tenant the opportunity for an informal hearing under the Grievance Procedure, the notice of Lease termination shall:

- ▶ State that the Tenant is not entitled to a grievance hearing on the termination;
- ▶ Specify the state judicial eviction procedure will be used for eviction of the Tenant(s), that HUD has determined that this eviction procedure contains the basic elements of due process;

- ▶ State whether the eviction is for a failure to pay rent, a criminal, gang or illegal drug related activity, or fire caused by smoking.

Voluntary Termination of the Lease by Tenant

The tenant may terminate the lease at any time upon submitting a 30-day written notice. If the tenant vacates prior to the end of the thirty (30) calendar days, they will be responsible for rent through the end of the notice period.

Voucher Holders

These requirements apply to any participant in the LDCHA Housing Choice Voucher or HOME Tenant Based Assistance Voucher programs

Portability

The LDCHA will follow the requirements outlined in this Plan (see Chapter 7) for vouchers received under portability, regardless of whether the LDCHA absorbs the voucher holder into the LDCHA program or administers the voucher on behalf of the initial housing authority, with the exception of vouchers in the HUD-VASH Program, or any other voucher program for which HUD establishes alternative operating requirements that apply to receiving housing authorities.

The LDCHA will be subject to the alternative operating requirements specified by the HUD-VASH program. The LDCHA will accept HUD-VASH voucher holders and administer HUD-VASH vouchers under the operating requirements of the VASH program, billing the initial housing authority for any HAP or Administrative Fees, as allowed. The LDCHA will deny or terminate assistance for HUD-VASH voucher holders only in the following circumstances:

- ▶ If the household is over income according to the Income Guidelines for Douglas County, Kansas.
- ▶ If any member of the household is subject to a lifetime registration requirement under a state sex offender registration program.
- ▶ If notified by the VA case manager that the household or any household member fails to comply with the HUD-VASH case management requirement.

VASH voucher holders will be given a 30-day notice of any action to terminate or deny assistance and offered an opportunity for an administrative review of the action if requested, in writing, within 10 days of the date of the termination or denial notice.

Voluntary Termination of the Lease by Owner or Tenant

The owner or tenant may terminate the contract at any time upon submitting proper written notice per the lease. The owner and tenant may at any time mutually agree to terminate the lease. LDCHA subsidy begins only on the 1st and 16th days of the month for households receiving continued assistance who move to new units. Existing households are fully responsible for initial housing costs if entering a new lease outside these dates.

No Longer Needs Assistance

If the housing assistance payment (HAP) for the household drops to zero (household income calculation exceeds allowable subsidy amount) and remains at zero for six months, the household's assistance will be immediately terminated.

Insufficient Funding

LDCHA may terminate HAP contracts if LDHCA determines, in accordance with HUD requirements, that funding under the consolidated ACC is insufficient to support continued assistance.

Fraud

Policy Defining LDCHA Fraud and Procedures for Handling Fraud

Federal regulations require applicants and tenants to disclose all household income for the purposes of determining the household's total rent payment and housing assistance or rent subsidy payment. The requirement to report fully and accurately is unconditional. Regulations and contract terms also require property owners participating in LDCHA programs to notify the housing authority of lease enforcement actions and when tenants vacate an assisted unit.

Fraud Defined:

Fraud is defined as failure to take action, a single act or pattern of actions made with intent to deceive, mislead or circumvent laws, rules and regulations for the purpose of obtaining housing benefits to which an applicant, or program participant would not otherwise have been entitled under federal housing program regulations and LDCHA policies. This includes but is not limited to acts which result in or would result in determinations of eligibility for housing program waiting lists, unit selection, offers of assistance, approval of housing assistance contracts, and monthly payments; acts which result or would result in calculation of lower tenant rent; and acts which result in or would result in calculations of higher or continued housing assistance payments. Failure to take action includes but is not limited to failure to report or notify the LDCHA of changes that would lead to increased tenant rent, reduction in housing assistance, suspension, or termination of housing assistance payments.

Fraud Determination Notification and Procedures

Applicants and program participants will be notified in writing of all fraud determinations and offered an opportunity to review information upon which the determination was based. A *due-process appeal* through the LDCHA informal hearing process will also be offered as part of the notification of all intentional fraud termination notices. See Appendix V, Resolution 860 Fraud and Procedures for Handling Fraud, herein incorporated which more fully sets out the procedures.

Property owners determined to have committed fraud against the LDCHA will have their housing assistance payment contracts terminated upon no less than a 30-day written notice and will be barred from future program participation.

Intentional Fraud:

A tenant or applicant will be considered to have intentionally committed fraud if they omit or provide partial, false or misleading information on any LDCHA tenant disclosure, preliminary application, housing application, or other information collection form with regard to income, family composition, or other required information upon application, initial certification or recertification. In the case of an applicant, failure to disclose previous participation in a federally funded housing program will be considered fraud. A property owner will be considered to have committed intentional fraud if they provide false or misleading information to the LDCHA on a Request for Tenancy Approval, Lease, Housing Assistance Payment Contract, notice to terminate or non-renew subsidized leases and notices of lease violations. In addition, failure to provide complete, true and accurate information concerning lease violation notices,

move outs and occupants of an assisted unit to avoid suspension or termination of housing assistance payments will be considered intentional fraud.

Methods for Handling Intentional Fraud:

Applicants considered to have committed intentional fraud will be denied eligibility to LDCHA housing programs, will be removed from all LDCHA waiting lists and any outstanding offers of assistance will be withdrawn.

Program participants who are determined to have committed intentional fraud as applicants to secure housing assistance for which they would not otherwise have been eligible under federal regulations and/or LDCHA eligibility criteria, will have their lease or housing assistance contract terminated. All housing assistance paid on behalf of an ineligible applicant who was admitted to LDCHA housing program as a result of intentional fraud will be considered a fraud debt.

Participants in any LDCHA program who are determined to have committed intentional fraud during program participation, but not as an applicant, will be given 60 days from the date of the fraud determination notice to repay all sums due as a result of the fraud. All actions for intentional fraud will be dropped for participants who make full restitution within the allowed 60 days. Any subsequent act of intentional fraud will lead to termination of tenancy or housing assistance upon no less than one full rent period notice to the tenant and landlord.

Property owners determined to have committed fraud against the LDCHA will have their housing assistance payment contracts terminated and will be barred from future program participation.

Methods for Handling Unintentional Fraud:

The LDCHA shall consider as unintentional fraud a program participants' failure to report employment and other sources of income, changes in household composition, and lease violations which would have resulted in increased rent obligation or decreased housing assistance payment when such failure to report is restricted to a single certification period, usually a 12-month period, and did not involve falsification of the application, initial certification, recertification documentation, or any other document requested as part of a certification of eligibility for housing assistance.

Any program participant who is determined to have committed unintentional fraud against the LDCHA will be offered an opportunity to repay the fraud debt in full and will be issued a lease or program violation on the first offense and will be evicted or have their assistance contract terminated on the second offense if it occurs within 5 years of the first offense.

Correction of Cases of Unintentional Fraud:

Upon verification of income, household composition, and/or occupancy, the program participant shall be immediately recertified, the correct rent and housing assistance amounts calculated, and notice of the change given to the tenant and landlord. Such notice shall include the amount of any debt resulting from the unintentional fraud and offer the participant an opportunity to review the information used in the determination with LDCHA staff.

Program participants determined to have committed unintentional fraud will be given a notice of program violation and offered an opportunity to enter into an agreement to repay the fraud debt.

\$300 or more	-no less than \$50/month
Less than \$300	-no less than \$25/month

Lower payment amounts may be approved only upon documentation by the program participant that the amounts stipulated herein would impose an undue hardship, for example, when rent plus the participant's payment of this debt exceeds 40% of the household's adjusted income.

Program participants who breach their repayment agreement by missing more than two (2) consecutive payments without receiving a written extension must bring their payments current to avoid termination of their lease or assistance. Failure to enter into a repayment agreement will result in the termination of assistance.

Reports of Problems

The LDCHA checks different public and private sources in its effort to obtain information to assist in monitoring its subsidized housing programs for any potential program violations and/or abuse. Only the individual household members who have been approved are entitled to receive and benefit from the program assistance. In addition, the LDCHA vigorously pursues any alleged illegal and criminal activity that is detrimental to the program. We are dedicated to insuring that the policies and practices that we adhere to foster both participant and owner responsibility and program integrity.

LDCHA staff will respond promptly to reliable reports of problems received from applicants, participating families and owners, and the general public. The severity of the problem reported will be considered in determining the appropriate response. Such reports will be handled on a case-by-case basis.

Transfers

The LDCHA's Moving to Work Demonstration project combines both the public housing and Section 8 programs into one program of assistance called General Housing Assistance with two forms of housing, project based assistance (public housing), and tenant based assistance (Section 8 Assistance). In order for this project element to meet the Congressional goal for increasing housing choice under MTW it is necessary for the LDCHA to establish a policy that will permit the transfer between projects based and tenant based assistance.

It shall be the policy of the LDCHA to permit the transfer between project based and tenant based assistance programs for the reasons and under the conditions outlined in this Chapter. Solvency of the LDCHA and its respective programs must be a primary consideration when evaluating a tenant request for an inter-program transfer. Under-utilized units and unit vacancies must be avoided whenever possible in evaluating a request for transfer.

Inter- and intra-program transfers are initiated and approved for several reasons:

- ▶ as a reasonable accommodation to meet the needs of a person with a disability;
- ▶ in cases of maintenance emergencies;
- ▶ to reduce overcrowding;
- ▶ to eliminate over-housing in cases where a household no longer qualifies for the size unit;
- ▶ to assist residents in their efforts toward economic self-sufficiency including gaining access to transportation and employment; and,
- ▶ to increase housing choice under the Moving to Work Demonstration program.

Intra-program transfer – a transfer between LDCHA operated units.

Inter-program transfer – a transfer from one housing program governed by one set of housing rules to a different housing program governed by a different set of rules or type of assistance.

When an applicant is admitted to particular housing development or program their name is removed from all other respective waiting lists. A resident desiring to transfer to another property or program may apply for a transfer by filling out the Transfer Application Form.

A resident of one housing development or program may not transfer to another housing program unless the household meets the eligibility criteria for that program or development.

LDCHA Required Transfers - Rights Reserved

The LDCHA reserves the right at all times to transfer a resident from LDCHA owned properties when it is determined that such a transfer will be in the best interest of the resident or the LDCHA.

The LDCHA may require that a resident transfer to another unit under some circumstances, including but not limited to the following:

- ▶ to make an accessible unit available to a disabled household;
- ▶ to maintain occupancy standards based on household composition;
- ▶ to renovate the unit; or,

- ▶ for maintenance emergencies.

A transfer that is required by the LDCHA is an adverse action, and is subject to the notice requirements for adverse actions. 24 CFR 966.4(e)(8)(i)

Transfers required by the LDCHA are mandatory for the tenant.

Tenant Initiated Transfers

Transfer applications will be processed according to the following priorities:

PRIORITY ONE

The first priority for a transfer shall be to meet the reasonable accommodation needs of a disabled resident. Such requests will be processed consistent with existing LDCHA policy governing reasonable accommodation requests outlined in Chapter 1.

PRIORITY TWO

The second priority shall be to meet the occupancy needs of a household when the need cannot be met by the existing program. First consideration shall be given to families facing overcrowding conditions.

PRIORITY THREE

The third priority shall be to assist a resident in their efforts toward economic self-sufficiency including gaining access to transportation, employment, education, or a lease-to-own homeownership opportunity.

PRIORITY FOUR

The fourth priority shall be a transfer for convenience of the tenant.

Criteria for a Transfer

To be eligible for a transfer the tenant must be a resident in good standing and have no lease or program violations within the last twelve months except in the case of a request for a reasonable accommodation or in the case of the need to reduce overcrowded conditions. However in these cases the resident's record of performance under the program or lease will be considered when reviewing the request.

The resident must request the transfer in writing on a form provided by the LDCHA. The resident must state the reason for the transfer. Public housing, Clinton Place and Peterson Acres II residents shall submit their request to their property manager. Section 8, and HOPE Building residents shall submit their request to the Director of Program and Property Management.

Management will respond to all requests for a transfer in writing within 30 days of receipt. General Housing or Programs and Property Management staff will place approved residents on the appropriate transfer waiting list by property location or program in order of priority according to the time and date of the request.

Residents approved for a transfer based on a reasonable accommodation will be offered the first vacancy that occurs which meets their needs before going to the General Housing or specific LDCHA property waiting lists to fill the vacancy. The same will be the case for Priority Two.

For Priorities 3 and 4 transfers, the LDCHA will fill one (1) vacancy from the four transfer waitlists (voucher, Clinton Place, Edgewood/Scattered Site, and Babcock Place/Peterson Acres I) per year according to necessary unit size available and available funding.

The LDCHA will have the discretion to not pull from the transfer list in the order set out above, if the unit or voucher cannot be filled with anyone from the list in a timely manner. The LDCHA will also have the discretion to pull more than one person from the transfer list if it will serve the best interests of the agency.

The LDCHA transfer waiting list may be purged from time to time at the discretion of the LDCHA based on an assessment of the vitality of the current waiting list. LDCHA leasing staff will strive to ensure a household is given ample notice that they are close to being offered a transfer and staff will notify a household once they are within the top three of the transfer waitlist. The notice should inform the household where they are on the waitlist and that they should start preparations for moving.

Residents will be given at least 30 days advance notice before a transfer is to occur. If the resident is in public housing, Clinton Place, Peterson Acres II or the Hope Building, the LDCHA will release the resident from their current lease. If the resident is in Section 8 lease, management will work with the tenant and landlord to facilitate a voluntary release from the lease, and however in such cases the landlord has the discretion, unless the transfer involves a reasonable accommodation request.

All transfer requests must be requested by the Head of Household, in writing, on the LDCHA Transfer Request Form. Transfer requests must be date stamped.

Transfer Eligibility Process

In determining eligibility for a transfer, an inspection of the resident's unit may be conducted by the housing inspector to determine if there are any program or lease violations. The inspection will be conducted using current HUD inspection requirements. Program staff may accompany the inspector and participate in the inspection.

For transfer requests from Section 8 voucher participants, LDCHA staff shall also contact the landlord and review the active tenant-unit file to determine if there have been lease or program violations within the 12 months prior to the transfer request.

Prior to approval of a transfer request all tenant accounts must be brought current. The LDCHA management staff processing the transfer request will review tenant accounts and notify the tenant of any outstanding balances. They will also notify the tenant of any security deposit responsibility that must be satisfied prior to taking possession of a new unit under a transfer offer.

There will be no hearings for residents determined ineligible for a transfer. Residents are entitled to an informal review of the decision with the LDCHA management staff processing the transfer request. The decision shall be final.

Once a resident is determined eligible for a transfer, the file copy and any applicable backup to the transfer request will be forwarded to the General Housing Assistance department for placement on the appropriate transfer list. Tenants on the transfer waiting lists can lose their eligibility and be dropped from the list if at any time they commit lease or program violations that would have rendered them ineligible for a transfer.

The General Housing Assistance department will maintain Transfer Waiting Lists by priority. Residents will be placed on the waiting list after being approved for a transfer according to priority classification and time and date of request. Once the resident removes their name from the list they must reapply for a transfer. If a resident refuses a transfer offer their name is removed from

transfer waiting list and they must reapply. A resident who accepts a transfer offer to a public housing or Clinton Place unit must enter into a lease within the time specified by LDCHA.

A resident who accepts a transfer offer to a tenant based assistance program must lease up within 60 days of signing their voucher.

Once a resident accepts a transfer and completes the move the resident is not eligible to apply for a transfer for 24 months from the date of the transfer, except in the case of a need for a reasonable accommodation or to alleviate overcrowding.

Special Housing Types

The LDCHA will permit a household eligible for tenant-based assistance to lease units in any of the special housing types outlined herein. Leasing of special housing types will be allowed as a reasonable accommodation for households with disabled household members so that the program is readily accessible to and used by persons with disabilities. Determinations to allow funding of special housing types other than those defined herein will be made on a case by case basis. The requested housing type must be approvable by all other HUD standards and HQS standards in accordance with 24 CFR 982.601 et seq.

Group Residences

These policies will be implemented in compliance with federal regulations currently in effect for Special Housing Types and will apply to both Section 8 and HOME program tenant-based assistance programs. 24 CFR 982.610 - 982.614

Requirements of a Group Residence (GR) and Participants

A GR is housing for the exclusive residential use of elderly, handicapped, or disabled persons. No less than two (2) and no more than twelve (12) persons, including resident assistants and/or live-in aides, may live in a GR.

Persons who are not assisted under an LDCHA program may reside in the GR.

Except for resident assistants or live-in aides, all persons in the GR must be elderly or have a disability.

Residents of the GR must not require continuous medical or nursing care but may require attendant care services.

Resident Assistants

Persons who live in a GR to provide, on a daily basis, necessary support services to participants will be known as resident assistants. The term resident assistant will be used interchangeably for "live-in aide" throughout this section of this Plan.

Resident assistants must meet the definition of a live-in aide as set out elsewhere in this Plan.

Pro-Ration Policy

Pro-ration of assistance will be based on the ratio derived by dividing the number of persons in the assisted household by the total number of residents in the GR.

A resident assistant will be considered a member of the household for the purpose of determining household unit size. Assisted GR unit residents who share live-in attendants will have the number of household members increased on a pro-rated basis. The increased household size will be determined by adding to the number of persons in the assisted household the fraction received by dividing the number of live-in attendants in the GR by the number of persons served by the live-in attendant. For example, in a GR housing three (3) persons with disabilities and one (1) resident assistant, the household unit size for each assisted household would be 1.33. If two (2) aides live in the GR at all time, the household unit size would be 1.66.

The income of a resident assistant will not be included as household income for the purpose of determining housing assistance and tenant rent.

The GR may or may not be a resident assistant's primary or exclusive place of residence. A resident assistant may be an employee of a service provider agency or of the participant household.

Household Unit Size and Maximum Subsidy

Household unit size will be determined under LDCHA occupancy guidelines contained elsewhere in this Plan. An approved live-in attendant will be considered a member of the household for determining household unit size. Participants leasing GR units will be assisted up to the subsidy standard needed for their household unit size and for the type of GR facility they select.

The zero (0) bedroom FMR will be the maximum subsidy for a single person with no live-in attendant who leases a GR unit with a private or semi-private sleeping room and shared bathroom and kitchen facilities.

The one (1) bedroom FRM will be the maximum subsidy for a single person with no live-in attendant who leases a GR unit that has a private sleeping room, a private bathroom and either shared or private kitchen facilities.

State Approval of the GR Facility and the Service Contract

The GR facility must be licensed, certified or approved by the State of Kansas in writing, as a group home for elderly persons or persons with disabilities prior to the execution of the initial Housing Assistance Payment (HAP) contract. Documentation of current State approval must be provided and will be reexamined annually at recertification and at the annual inspection. Such documentation can be provided either by the owner of the group home or by the service agency providing supportive services to the assisted resident of a GR.

Service Agencies

Housing assistance will not be set aside or reserved for clients of specific service providers or agencies operating group home facilities. A service agency may conduct outreach to potential residents and assist those individuals in applying for the LDCHA waiting list.

Housing assistance in a GR will be provided for shelter only. The LDCHA will not pay subsidy for services or food preparation. Services must be paid from other public or private resources.

A Service Agency may own or sublease a group home facility and lease units to eligible participants.

Housing Quality Standards

The entire housing unit comprising a GR must meet all federal Housing Quality Standards (HQS) and local variances adopted by the LDCHA.

Briefing Participants and Issuing Assistance

Participants selected from the waiting list will be briefed in accordance with LDCHA briefing practices. The LDCHA will use outside sources to assist with the briefing as necessary to make the program accessible to eligible households.

Rent to Owner and Rent Reasonableness

Rent to owner for an assisted GR unit household will not be more than the pro-rated portion of the reasonable rent for the GR, and will be reviewed under LDCHA rent reasonableness guidelines contained elsewhere in this Plan.

In determining the rent reasonableness of the GR unit, the LDCHA will consider the presence or absence of common rather than private cooking, dining, and sanitary facilities and the provision of special amenities or maintenance and/or management services in addition to other rent reasonableness criteria, incorporated herein by reference. The LDCHA cannot consider the cost of providing support services, housekeeping, laundry services, furniture, food or food preparation and serving.

Initial Gross Rents and Payment Standards

Rent charged by owner plus any tenant paid utilities will be limited to amounts allowed under current federal regulations for programs under administration. Voucher program payment standards will be applied under current applicable federal regulations for special housing types. Over the FMR tenancy options will be allowed under the same criteria as for other types of rental housing.

Utility Allowances

Allowances for tenant paid utilities in a GR unit will be pro-rated between all residents of the GR.

Lease Approval, Unit Inspection, and Contract Execution

Each participating household in a GR will have a separate lease and HAP contract. Lease approval will be conducted under procedures outlined elsewhere in this Plan.

Upon receipt and approval of the Request for Tenancy Approval (RFTA), an inspection of the unit will be scheduled. Inspections, notification of results, deficiencies correction and contract execution will be conducted under procedures outlined elsewhere in this Plan.

Vacancies in the GR

If a participant residing in a GR unit gives notice to move, the lease and contract will be terminated for the departing participant only, and not for any remaining participant(s) of the GR.

The LDCHA will issue assistance to the participant moving from the GR facility based on their household unit size. The household will not be required to rent a GR unit, but may select the type of rental facility that best meets their housing needs.

Shared Housing

The LDCHA will approve shared housing units as an accommodation for persons with disabilities in compliance with all applicable federal regulations, including approval of owner-occupied units to the extent permitted under federal regulation. 24 CFR 982.615 - 982.618

Overview

Shared housing is a single housing unit occupied by an assisted participant and another resident or residents. The shared unit consists of both common space for use by the occupants of the unit and separate private space for each assisted participant.

An assisted participant may share a unit with other persons assisted under the HCV program or with other unassisted persons. The owner of a shared housing unit may reside in the unit, but housing assistance may not be paid on behalf of the owner. The resident owner may not be related by blood or marriage to the assisted participant.

If approved by the LDCHA, a live-in aide may reside with the participant to care for a person with disabilities. The LDCHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

When providing HCV assistance in shared housing, a separate lease and HAP contract are executed for each assisted household, and the standard form of the HAP contract is used.

Payment Standard, Utility Allowance and HAP Calculation

The payment standard for a participant in shared housing is the lower of the payment standard for the unit size or the prorata share of the payment standard for the shared housing unit size.

The prorata share is calculated by dividing the number of bedrooms available for occupancy by the assisted participant in the private space by the total number of bedrooms in the unit. The utility allowance for an assisted household living in shared housing is the prorata share of the utility allowance for the shared housing unit.

The rents paid for participants living in shared housing are subject to generally applicable standards for rent reasonableness. The rent paid to the owner for the assisted participant must not exceed the prorata portion of the reasonable rent for the shared unit. In determining reasonable rent, the LDCHA will consider whether sanitary and food preparation areas are private or shared.

Housing Quality Standards

The LDCHA may not give approval to reside in shared housing unless the entire unit, including the portion of the unit available for use by the assisted participant under its lease, meets all federal Housing Quality Standards (HQS) and local variances adopted by the LDCHA.

Transitional Housing - Tenant-Based Rental Assistance (TBRA)

The LDCHA Transitional Housing provides up to 24 months of rent subsidy and one-time grants for security and utility deposits. Families in Transitional Housing rent from private market landlords and pay a part of the total rent. Monthly rent subsidy and security deposit grants are paid directly to the landlord by the LDCHA. Utility deposits are paid directly to the utility provider by the LDCHA. Support services are provided under agreements between the household and a service provider.

To be eligible for the Transitional Housing Program a household must have a gross annual income below 60% of the area median income for Douglas County Kansas, and meet all LDCHA General Housing eligibility criteria, except residential history. The residential history requirement of three (3) years of good, independent residential history is waived when the household makes a commitment to participate in on-going self-sufficiency services. The household enters into a service agreement with a local social service agency and agrees to participate in services while in the Transitional Housing Program. The household cannot have a history of violence, drug related criminal activity, deliberate or willful damage to property, or have a member required to register due to a sex crime. Transitional Housing households must take the LDCHA Renter Education Program and successfully complete the goals in their service agreement to be eligible for permanent housing through the LDCHA General Housing programs after 24 months.

Transitional Housing families must meet General Housing, or other LDCHA permanent housing program, eligibility criteria to continue receiving monthly rent subsidy after 24 months or when their service agreement ends. Households admitted to Transitional Housing are placed on a permanent housing admissions list in order of the date they are admitted to Transitional Housing. When they have been in the program for approximately 12 to 18 months LDCHA staff conducts an eligibility review to determine permanent housing eligibility. This includes a review of their current file for lease and program violations, a reference from their current landlord and their service provider and screening of public records for drug-related or violent criminal activity or registered offender status. Transitional Housing households meeting permanent housing criteria are admitted to the General Housing program, or other LDCHA permanent housing program if they have requested another program (for example, Senior Housing) and a unit is available. Households that are not eligible for permanent housing are given no less than a 60 day notice of the end of their housing assistance.

Households eligible for the Transitional Housing Program are housed from separate waiting lists for the following two programs:

Bert Nash Community Support Services Program for Persons with Mental Illness (CSS Transitional Housing Program)

The Bert Nash Community Support Services (CSS) Program requires the participant to be referred for housing by the Bert Nash Community Support Service program and have an agreement for services with the Bert Nash Center. HOME TBRA funds from the State of Kansas can be used throughout Douglas County. Families interested in the program who are not already in services with the Bert Nash Center are referred to the Center.

Lawrence Homeless Transitional Housing Program

The Lawrence Homeless Transitional Housing program is funded through City HOME TBRA grants and provides rent subsidies through voucher contracts. To qualify for the program, families must be homeless according to the federal definition of homelessness provided in 24 CFR 91.5:

1. Literally Homeless: individual or household who lacks a fixed, regular, and adequate nighttime residence.
2. Imminent Risk of Homelessness: individual or family who will imminently lose their primary nighttime residence.
3. Homeless youth, or families with children and youth under other federal statutes.
4. Any individual or family fleeing or attempting to flee domestic violence.

Properties subsidized through the LDCHA Homeless Transitional Housing Program must be in the City of Lawrence.

MTW Transition Vouchers for Special Populations

The LDCHA created through the MTW Program transitional vouchers that provide 24 months of TBRA to the following special populations:

Safe Housing Voucher – for victims of domestic violence

Douglas County Re-entry – for individuals participating in the Douglas County Sheriff's Office Re-entry Program

Next Step – for youth aging out of foster care

New Horizons – for families with children at the Lawrence Community Shelter

Veterans Affairs Supportive Housing (VASH)

VASH vouchers allocated to the LDCHA will be operated under regulations and guidelines for the VASH program as published by HUD. The LDCHA will coordinate with the local Department of Veterans Affairs (VA) facility for referral of eligible veterans to fill allocated VASH vouchers as they become available.

A separate waiting list for VASH vouchers will be maintained. All eligible veterans referred by the VA will be placed on this waiting list and offered available VASH vouchers.

Veterans offered VASH vouchers will be given a separate but comparable briefing to that provided to other households offered LDCHA Housing Choice and/or HOME vouchers. Contract forms for the Housing Choice Voucher program will be used for VASH vouchers.

VASH vouchers are considered permanent housing. However it is possible that a household may complete services under the VASH program and end their VASH service contract. When the VA Service Coordinator notifies the LDCHA that a VASH voucher holder has ended their service contract the LDCHA will offer the household the opportunity to request placement on one of the LDCHA's inter-program transfer lists if they want to take advantage of opportunities available to them through other LDCHA housing programs that are not allowed under VASH regulations. Specifically, MTW program waivers are not allowed to be applied to VASH vouchers. When a VASH household has completed their VA services and would benefit from other LDCHA programs they can apply for the inter-program transfer list for offers of available Housing Choice Vouchers or public housing units as described in Chapter 17 of this Plan.

Completion of services will not be cause for termination of housing for VASH voucher holders unless the LDCHA is notified that the household is not in compliance with their service contract by the VA Service Coordinator.

On-going program eligibility requirements for the Housing Choice Voucher program will be applied to VASH voucher holders as allowed under HUD regulations and guidelines for the VASH program.

Domestic Violence Policy

The Lawrence-Douglas County Housing Authority (LDCHA) provides rights under the Violence Against Women Act (VAWA) to its applicants, residents and participants in all programs, and shall not discriminate against an applicant or participant household on the basis of the rights or privileges provided under the VAWA. Victims of domestic violence, dating violence, sexual assault, and stalking are granted protections and cannot be denied or terminated from housing or housing assistance because of activity that is directly related to domestic violence.

Definitions

The definitions in this Section apply only to this Policy.

Confidentiality: Means that LDCHA will not enter information provided to LDCHA by a victim alleging domestic violence into a shared database or provide this information to any related entity except as stated in this policy.

Dating Violence: Violence committed by a person (a) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (b) where the existence of such relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; (iii) the frequency of interaction between the persons involved in the relationship.

Domestic Violence: Felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, committed by a person with whom the victim shares a child in common, committed by a person who is cohabitating with or has cohabitated with the victim as a spouse, committed by a person similarly situated to a spouse of the victim under the domestic or household violence laws of Kansas, or committed by any other person against an adult or youth victim who is protected from that person's acts under the domestic or household violence laws of Kansas.

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

Perpetrator: A person who commits an act of domestic violence, dating domestic violence or stalking against a victim.

Stalking: (a) to follow, pursue or repeatedly commit acts with the intent to kill, injure, harass or intimidate the victim; (b) to place under surveillance with the intent to kill, injure, harass or intimidate the victim; (c) in the course of, or as a result of such following, pursuit, surveillance, or repeatedly committed acts, to place the victim in reasonable fear of the death of, or serious bodily injury to the victim; or (d) to cause substantial emotional harm to the victim, a member of the immediate household of the victim or the spouse or intimate partner of the victim.

Bona fide Claim: A *bona fide* claim of domestic violence, dating violence, sexual assault, or stalking must include incidents that meet the terms and conditions in the above definitions.

Certification and Confidentiality

HUD Approved Certification

For each incident that a person is claiming as abuse, the person shall certify to LDCHA, owner or manager their victim status by completing a HUD approved certification form. The person shall certify the date, time and description of the incidents, that the incidents are *bona fide* incidents of actual or threatened abuses and meet the requirements of VAWA and this Policy. The person shall provide information to identify the perpetrator including but not limited to the name and, if known, all alias names (if safe to provide), date of birth, address, contact information such as postal, e-mail or internet address, telephone or facsimile number or other identification.

Other Certifications

A person who is claiming victim status shall provide to LDCHA, an owner or manager: (a) documentation signed by the victim and an employee, agent or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim has sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking or the effects of the abuse, in which the professional attests under penalty of perjury the professional's belief that the incident(s) in question are *bona fide* incidents of abuse; or (b) a federal, state, tribal, territorial, local police or court record.

Confidentiality

LDCHA, the owner and managers shall keep all information provided to LDCHA under this Section confidential. LDCHA, owner and manager shall not enter the information into a shared database or provide to any related entity except to the extent that:

1. the victim requests or consents to the disclosure in writing;
2. the disclosure is required for eviction or termination from:
 - a. public housing;
 - b. Section 8 assistance;
 - c. Multifamily rental housing;
 - d. other covered HUD programs; or
3. the disclosure is required by applicable law.

Failure to Provide Certification

The person claiming protection under VAWA shall provide complete and accurate certifications to LDCHA, owner or manager within 14 business days after the party requests in writing that the person completes the certifications. If the person does not provide a complete and accurate certification within the 14 business days, LDCHA, owner or manager may take action to deny or terminate participation or tenancy.

Appropriate Basis for Denial of Admission, Assistance or Tenancy

LDCHA shall not deny participation or admission to a program on the basis of a person's abuse status, if the person otherwise qualifies for admission or assistance.

An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be a serious or repeated violation of the lease by the victim and shall not

be good cause for denying admission to a program, terminating Section 8 assistance or occupancy rights, or evicting a tenant.

Criminal activity directly related 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 shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an affiliated individual of the tenant's household is the victim of that domestic violence, dating violence, sexual assault, or stalking.

The LDCHA, an owner, or manager, may bifurcate a lease to evict, remove or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts directly related to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual without evicting, removing, terminating assistance to or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. The household will not be permitted to add back to the household a perpetrator who has been removed through bifurcation of the lease for 5 years.

If such bifurcation occurs, and the removed tenant or lawful occupant was the sole tenant eligible to receive assistance under a covered housing program, the LDCHA shall provide any remaining tenant the opportunity to establish eligibility for the covered housing program. If the remaining tenant cannot establish eligibility, the LDCHA is required to provide the tenant a reasonable time to find new housing or to establish eligibility under another covered housing program.

Nothing in this Plan shall limit the authority of LDCHA, an owner or manager, when notified, to honor court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members when the household breaks up.

Nothing in this Plan limits LDCHA, an owner or manager's authority to evict or terminate assistance to any tenant for any violation of lease not premised on the act or acts of violence against the affiliated individual, or a member of the tenant's household. However LDCHA, owner or manager may not hold a victim to a more demanding standard.

Nothing in this Plan limits LDCHA, an owner or manager's authority to evict or terminate assistance, or deny admission to a program if the LDCHA, owner or manager can show an actual and imminent threat to other tenants, neighbors, guests, their employees, persons providing service to the property or others if the tenant household is not evicted or terminated from assistance or denied admission.

Nothing in this Plan limits LDCHA, an owner or manager's authority to deny admission, terminate assistance or evict a person who engages in criminal acts including but not limited to acts of physical violence or stalking against household members or others.

Emergency Transfers

LDCHA will follow the model emergency transfer plan for covered HUD programs, subject to the availability of other assisted housing and HUD requirements if the tenant meets the following:

- (a) is a victim under this Policy;
- (b) reasonably believes he or she was imminently threatened by harm from further violence if he or she remains in the unit or is a sexual assault victim, and the sexual assault occurred on the premises during the 90 day period; and
- (c) has complied with all other obligations of the programs.

A Section 8 HCV recipient who moves out of an assisted dwelling unit to protect their health or safety may receive a voucher and move to another jurisdiction operating a Section 8 voucher program if the recipient meets the following:

- (a) is a victim under this Policy;
- (b) reasonably believes he or she was imminently threatened by harm from further violence if he or she remains in the unit or is a sexual assault victim, and the sexual assault occurred on the premises during the 90 day period; and
- (c) has complied with all other obligations of the voucher programs.

Actions Against a Perpetrator

LDCHA may evict, terminate assistance, deny admission to a program or trespass a perpetrator from its property under this Policy. The victim shall take action to control or prevent the domestic violence, dating violence, or stalking. The action may include but is not limited to:

- ▶ obtaining and enforcing a restraining or no contact order or order for protection against the perpetrator;
- ▶ obtaining and enforcing a trespass against the perpetrator;
- ▶ enforcing LDCHA or law enforcement's trespass of the perpetrator;
- ▶ preventing the delivery of the perpetrator's mail to the victim's unit;
- ▶ proving the HUD certification; and
- ▶ other reasonable measures.

A participant who is fleeing their unit for safety reasons and using the portability feature of their voucher must be relocating to another jurisdiction, meaning city or county, and LDCHA will assist with the portability.

LDCHA Right to Terminate Housing and Housing Assistance Under this Policy

Nothing in this Policy will restrict the LDCHA's right to terminate tenancy for lease violations by a resident who claims VAWA as a defense if it is determined by the LDCHA, owner or manager that such a claim is false.

Nothing in this Policy will restrict the LDCHA right to terminate tenancy if the victim tenant:

- ▶ allows a perpetrator to violate a court order relating to the act or acts of violence; or
- ▶ if the victim tenant allows a perpetrator who has been barred from LDCHA property to come onto LDCHA property including but not limited to the victim's unit or any other area under their control.

Nothing in this Policy will restrict the LDCHA's right to terminate housing and housing assistance if the victim tenant who claims as a defense to an eviction or termination action relating to domestic violence has engaged in fraud and abuse against a federal housing program; especially where such fraud and abuse can be shown to have existed before the claim of domestic violence was

made. Such fraud and abuse includes but is not limited to unreported income and ongoing boarders and lodgers violations, or damage to property.

Statements of Responsibility of Tenant Victim, the LDCHA to the Victim, and to the Larger Community.

A tenant victim has no less duty and responsibility under the lease to meet and comply with the terms of the lease than any other tenant not making such a claim. Ultimately all tenants must be able to take personal responsibility for themselves and exercise control over their households in order to continue their housing and housing assistance. The LDCHA will continue to issue lease violation notices to all residents who violate the lease including those who claim a defense of domestic violence.

The LDCHA will work with victims of domestic violence through the agency's Resident Services Program and other local victim support service providers to help victims address domestic violence issues through counseling and the development of an agreed to Safety Plan.

A tenant victim who claims as a defense to a lease violation that the violation is directly related to domestic violence will be referred to the LDCHA Resident Services Program for counseling, referral and development of a Safety Plan.

All damages including lock changes will be the responsibility of the tenant victim. This is in keeping with other agency policies governing tenant caused damages.

Definitions

Accessible Unit: Means that a unit itself and the route to the unit meet the standards set forth for accessible units in the Uniform Federal Accessibility Standards and may be entered and used by a disabled person who requires the features of the accessible unit.

Applicant or Applicant Household: A household that has applied for, or is currently on the wait-list for federally assisted public housing owned and/or operated by the LDCHA, and any federal, state or city assisted program operated by LDCHA.

Assets: Means cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects or the value of business assets.

Co-Head of Household: An adult member of the household who is treated the same as a head of the household for purposes of determining income, eligibility, and rent.

Designated Housing: A property or portion of a property designated only for occupancy only by elderly or disabled households.

Disability:

1. The definition of a person with a disability for purposes of a reasonable accommodation and fair housing follows the definition in Section 504, the ADA, the federal Fair Housing Act, and any other applicable statutes:
 - a. "Disability" means a physical or mental impairment which substantially limits one or more major life activities; a record of such an impairment; or being regarded as having such an impairment.
 - b. Disability does not include current use or current addiction to illegal drugs.
2. The definition of a person with disabilities for the purpose of program eligibility is:
 - a. A person has a disability as defined in section 223 of the Social Security Act (42 U.S.c. 423) which means:
 - ▶ 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 abilities comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.
 - b. A person with disabilities is determined to have 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 such ability could be improved by more suitable housing conditions; or,
- c. Has a developmental disability as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.c. 6001 (5)):
 - ▶ The term "developmental disability" means a severe, chronic disability of an individual 5 years of age or older that:
 - is attributable to a mental or physical impairment or combination of mental and physical impairments;
 - is manifested before the individual attains age 22;
 - is likely to continue indefinitely;
 - results in substantial functional limitations in three or more of the following areas of major life activity
 - self-care;
 - receptive and expressive language;
 - learning;
 - mobility;
 - self-direction;
 - capacity for independent living; and
 - economic self-sufficiency; and
 - ▶ Reflects the individual's need for a combination and sequence of special, interdisciplinary, or generic services, supports, or other assistance that is of lifelong or extended duration and is individually planned and coordinated, except that such term, when applied to infants and young children means individuals from birth to age 5, inclusive, who have substantial developmental delay or specific congenital or acquired conditions with a high probability of resulting in developmental disabilities if services are not provided.

3. The term "person with disabilities" does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

Disabled household: A household whose head or spouse or sole member is a person with disabilities. The term "disabled household" may include two or more persons with disabilities living together, and one or more persons with disabilities living with one or more persons who are determined to be essential to the care or well-being of the person or persons with disabilities. A disabled household may include persons with disabilities who are elderly.

Drug-Related Criminal Activity: The illegal manufacture, sale, distribution, use or possession of a controlled substance with intent to sell, distribute, or use the drug.

Elderly household: A household whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

Elderly person: Means an individual who is at least sixty-two (62) years of age (see also definition for near elderly).

Enterprise Income Verification System (EIV): A system intended to provide a single source of income-related data to Public Housing Authorities and the U.S. Department of Housing and Urban Development for use in verifying the income reported by households participating in assisted housing programs. EIV provides LDCHA administrators with income data from a number of federal databases including, the Department of Health and Human Services' National Directory of New Hires Data (NDNH) and the Social Security Administration.

Full-Time Student: Means a person who is enrolled in the number of hours required to be considered full-time for day students under the standards and practices of the educational institution attended.

Head of Household: Is the adult member of the household who is the head of the household for purposes of determining income eligibility and rent and who is responsible for the household meeting program requirements.

Household: A Household can be any one of the following:

1. Two or more persons who live or will live regularly in a unit as their primary residence;
2. All of whose income and resources are available to meet the household's needs; and
3. Who are either related by blood, marriage, or operation of law; or
4. Who have otherwise evidenced a stable inter-dependent relationship.
5. One person.
6. Disabled household.
7. Elderly household.

A household does not include:

1. Boarders, lodgers or transient paying guests; or
2. Unrelated adults who have not lived as household members on a regular basis.

Household in Good Standing: A household that within the past twenty four (24) months:

1. Is current on rent without having a history of nonpayment or late payment; and if applicable, is current on a repayment agreement;
2. Is current on gas, electric and/or water (if paid by the household) payments to utility suppliers or is current with any repayment agreement with utility suppliers;
 - a. Head of household must be named on utility bills and/or payback agreements with utility providers.
3. Is in compliance with the terms of the lease and any house rules or property policies.
4. The household file demonstrates no repeated or serious violations of the material terms of the lease, house rules or property policies;
5. Meets reasonable housekeeping standards as documented by housekeeping inspection reports; and,
6. Has not destroyed, defaced, damaged or removed any part of an apartment or the property as documented by housekeeping inspection reports or work orders or other reliable documentation of damage or abuse.

Housing Assistance Payment (HAP) Contract: The agreement the housing authority enters into with a private landlord to make rental assistance payments on behalf of a participant.

Housing Choice Voucher (HCV): Section 8 rent assistance paid by a housing authority on behalf of an eligible tenant to a private landlord.

Live-in Aide: Means a person who resides with one or more elderly persons, or near elderly persons, or persons with disabilities, and who:

1. Is determined to be essential to the care and well-being of the persons;
2. Is not obligated for the support of the persons; and
3. Would not be living in the apartment except to provide the necessary supportive services.

A Live-in Aide can be assigned a bedroom but is not added to the lease. See Chapter 4 of this Plan for details on the Live-in Aide policy.

Moving to Work (MTW): A federal demonstration program that allows public housing authorities (PHAs) to design and test ways to:

1. Promote self-sufficiency among assisted families;
2. Achieve programmatic efficiency; and

3. Increase housing choice for low-income households.

To permit the flexibility needed for this level of innovation, Congress exempted participating PHAs from much of the Housing Act of 1937 and related U.S. Department of Housing and Urban Development (HUD) regulations to allow an MTW Agency the freedom to develop programs to meet the unique needs of the each Agency's community. LDCHA was one of the first PHAs in the nation to join the demonstration program.

Near Elderly: Means an individual who is above fifty (50) years of age.

Net Assets: Means the cash value, after deducting reasonable costs that would be incurred in disposing of:

1. Real property (land, houses, mobile homes);
2. Savings (CDs, IRA or KEOUGH accounts, 401 K accounts) checking and savings accounts, and precious metals;
3. Cash value of whole life insurance policies;
4. Stocks and bonds (mutual funds, corporate bonds, savings bonds); and
5. Other forms of capital investments (business equipment).

Pass Penalty: A penalty imposed on an applicant's placement on the waiting list for passing on an offer of a housing voucher or a LDCHA unit, as described in Chapter 3.

Preference: Refers to the priority LDCHA gives to some applications for housing over others, as described in Chapter 3.

Reasonable Accommodation: Is defined in Chapter 1 of this Plan.

Tenant Rent: Is the amount payable monthly by the household as rent.

Total Tenant Payment: Is the amount paid by a household to the LDCHA as rent plus the estimated amount the household pays for utilities not supplied by the LDCHA or landlord, as defined in the lease.

Utility Allowance: Is LDCHA's estimate of the average monthly utility bills (except telephone and television) for an energy conscious household. This estimate considers only utilities paid directly by the household. If all utilities are included in the rent, there is no utility allowance. Utility allowances vary by unit type and are listed on the property's rent schedule.

VAWA Policy: Assists the LDCHA in providing rights under the Violence Against Women Act ("VAWA") to its applicant households, public housing households and other program participants. The VAWA policy is found in Chapter 19 of this Plan.

Appendix

- I** Tenant Grievance Procedure - Resolution 30, as amended
- II** Security Deposit Payment Schedule - Resolution 804
- III** Pet Policy - Resolution 295, as amended
- IV** Rent Collection Policy - Resolution 70, as amended
- V** Fraud Policy - Resolution 539, as amended
- VI** One Strike Policy - Resolution 618, as amended
- VII** MTW Hardship Rent Reduction Policy - Resolution 696, as amended

TENANT GRIEVANCE PROCEDURE OF THE
LAWRENCE-DOUGLAS COUNTY HOUSING AUTHORITY
RESOLUTION 30 – May 02, 1972

Amended:

RESOLUTION 105 – December 02, 1975
RESOLUTION 210 – July 23, 1980
RESOLUTION 479 – November 23, 1992
RESOLUTION 2010-22 - September 27, 2010

I PURPOSE AND SCOPE

To set forth the requirements, standards and criteria to assure that tenants are afforded an opportunity for a hearing if a tenant disputes, within a reasonable time:

- a. Any action of the Housing Authority, or failure to act, involving the tenant's lease.
- b. Housing Authority regulations or directives which the tenant claims adversely affect tenant's rights, duties, welfare or status.

This grievance procedure shall be incorporated into the lease form used by the Housing Authority by reference thereto. It is therefore binding upon both the tenant and the Housing Authority.

II APPLICABILITY

This grievance procedure is applicable to all individual grievances of tenants, as defined herein. It is not applicable to:

- a. Disputes between tenants not involving the Housing Authority.
- b. Class grievances.
- c. Desires of tenants to initiate or negotiate policy changes between a group or groups of tenants and the LDCHA.
- d. Any grievance concerning an eviction or termination of tenancy based upon a tenant's material breach of the lease by the tenant or tenant's guest(s) under the agency's one-strike policy including but not limited to: violent criminal or any criminal-related, gang-related or drug-related activities; destruction to LDCHA property or its premises in a manner that physically alters, destroys, defaces, or damages said property; creation of life threatening, health and/or safety condition(s) that threaten the right to peaceful enjoyment of the premises by other tenants or Housing Authority employees; non-payment of rent.

III DEFINITIONS

a. "Grievance" shall mean any dispute which a tenant may have with respect to Housing Authority action or failure to act in accordance with an individual tenant's lease, or Housing Authority regulations which adversely affect tenant's rights, duties, welfare or status.

b. "Complainant" shall mean any tenant whose grievance is presented to the LDCHA Administrative office or project office in which the complainant resides.

c. "Elements of Due Process" shall mean an eviction action or a termination of tenancy in a state or local court in which the following procedural safeguards are required:

(1) Thirty day notice to the tenant of the grounds for terminating the tenancy and for eviction. [Such notice to be consistent with state laws.]

(2) Opportunity for the tenant to examine all relevant documents, records, policies, and regulations of the Housing Authority prior to the trial for purpose of preparing a defense.

(3) Right of the tenant to be represented by counsel.

(4) Opportunity for the tenant to refute the evidence presented by the Housing Authority, including the right to present any affirmative legal or equitable defense which the tenant may have that includes the right to confront and cross examine witnesses.

(5) A decision on the merits.

d. "Hearing Officer" shall mean a person selected in accordance with provisions herein to hear grievances and render a decision thereto.

e. "Tenant" shall mean any lessee or the remaining adult head of the household of any tenant family residing in housing accommodations in this project. This provision excludes any care provider or LDCHA approved live-in aide.

d. "Resident organization" includes a resident management corporation.

IV INFORMAL MEDIATION

Any grievance shall be personally presented by the tenant, either orally or in writing, to the LDCHA administrative office or management/project office in which the complainant resides. The grievance will be discussed informally between management and the tenant, and, if possible, resolved without a formal hearing. A summary of such discussion shall be prepared within ten (10) business days, by management. The tenant shall be notified in writing and a copy retained in the tenant's permanent file in the management office. The summary shall specify the names of the participants, dates, nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures under which a formal hearing may be obtained if the complainant is not satisfied.

V PROCEDURES TO OBTAIN A FORMAL HEARING

The complainant shall submit a written request for a formal hearing to the LDCHA Executive Director, at the management within five (5) calendar days after receipt of the summary of discussion. The written request shall specify the reasons for the grievance and the action or relief sought.

VI DESIGNATED HEARING OFFICER

The Executive Director, has been designated the hearing officer for the Housing Authority by the LDCHA Board of Commissioners.

VII FAILURE TO REQUEST A HEARING

If the complainant does not request a hearing in accordance with procedures contained herein, then the disposition made of the grievance by the Housing Authority is final; except, that failure to request a hearing does not constitute a waiver by the complainant of the right to contest such action in an appropriate judicial proceeding

VIII HEARING PREREQUISITE

All grievances shall be personally presented either orally or in writing pursuant to the informal procedure prescribed in Section IV above; except, that if complainant shows good cause for failure to comply with said Section IV the provisions of this section may be waived by the hearing officer. *Accommodation of persons with disabilities.* Persons with disabilities may request special accommodations prior to or during any part of the process by contacting the LDCHA Administrative office or management/project office where the complainant resides. The Housing Authority must provide reasonable accommodation for persons with disabilities to participate in the process. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. Notice to a visually impaired tenant will be in an accessible format as determined by the tenant.

IX ESCROW DEPOSIT

Before a hearing is scheduled in any grievance involving the amount of rent as defined in the lease which the Housing Authority claims is due, the complainant shall pay to the management office an amount equal to the amount of rent claimed due and payable as of the first of the month preceding the month in which the act or failure to act took place. Complainant thereafter shall deposit the same amount of the monthly rent in an escrow account monthly until the complainant is resolved by decision of the hearing officer.

Provision for payment of rent, as above, may be waived by the executive director in extenuating circumstances. Unless so waived, failure to make such payments shall result in termination of the grievance procedure; except, that such failure and termination of procedures shall not constitute a waiver of any right of the complainant to contest the disposition of the grievance in any appropriate judicial proceeding.

X SCHEDULING OF HEARINGS

Upon complainant's compliance with all provisions of this grievance procedure, or upon formal waiver of any of the requirements hereof which as stated herein may be waived, a hearing shall be scheduled by the hearing office within ten (10) business days. The hearing shall be held at a time and place convenient to both the complainant and the Housing Authority. A written notification specifying the time, place [and the procedures governing the hearing] of the hearing shall be delivered by the hearing officer to the complainant and the appropriate official of the Housing Authority. [An extract of Section XI following will suffice for procedures.]

XI PROCEDURES GOVERNING THE FORMAL HEARING

The formal hearing will be held before a hearing officer. The complainant shall be afforded a fair hearing providing the basic safeguards of due process to include:

- a. The opportunity to examine before the hearing and, at the expense of the complainant, to copy all documents, records and regulations of the Housing Authority that are relevant to the formal hearing. Any document not so made available after request therefore by the complainant may not be relied on by the Housing Authority at the hearing;
- b. The right to be represented by counselor other person chosen as his or her representative.
- c. The right to a private hearing unless the complainant request a public hearing;
- d. The right to present evidence and arguments in support of his or her complaint, to controvert evidence relied on by the Housing Authority; and to confront and cross examine all witnesses on whose testimony or information the Housing Authority relies; and
- e. 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.

If the complainant or the Housing Authority fails to appear at a scheduled hearing, the hearing officer may make a determination to postpone the hearing for not to exceed five business days or may make a determination that the party has waived ~~his~~ their right to a formal hearing. Both the complainant and the Housing Authority shall be notified of the determination by the hearing officer, provided that a determination that the complainant has waived their right to a formal hearing shall not constitute a waiver of any right the complainant may have to contest the Housing Authority's disposition of the grievance in an appropriate judicial proceeding.

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the Housing Authority must sustain the burden of justifying the Housing Authority action or failure to act against which the complaint is directed.

The hearing shall be conducted informally by the hearing officer and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The hearing officer shall require the Housing Authority staff, 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.

The complainant or the Housing Authority may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

XII DECISION OF THE HEARING OFFICER

The hearing officer shall prepare a written decision, together with the reasons therefore, within a reasonable time after the hearing. A copy of the decision shall be sent to the complainant and the Housing Authority. The Housing Authority shall retain a copy of the decision in the tenant's file. [A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the Housing Authority and made available for inspection by a prospective complainant, his representative, or the hearing officer.]

The decision of the hearing officer shall be binding on the Housing Authority which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the LDCHA Board of Commissioners determines within a reasonable time, and promptly notifies the complainant of its determination, that;

- a. The grievance does not concern Housing Authority action or failure to act in accordance with or involving the complainant's lease or Housing Authority regulations, which adversely affect the complainant's rights, duties, welfare or status;
- b. 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 the Housing Authority.

A decision by the hearing officer in favor of the Housing Authority 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.

XIII HOUSING AUTHORITY EVICTION ACTIONS

If a tenant has requested a hearing on a complaint involving a Housing Authority notice of termination of the tenancy and the hearing officer upholds the Housing Authority's ac-

tion to terminate the tenancy, the Housing Authority shall not commence an eviction action in a State or local court until it has served a notice to vacate on the tenant, and in no event shall the notice to vacate be issued prior to the decision of the hearing officer having been mailed or delivered to the complainant. Such notice to vacate must be in writing and specify that if the tenant fails to quit the premises within the applicable statutory period, or on the termination date stated in the notice of termination, whichever is later, appropriate court action will be brought against the individual, who may be required to pay court costs and attorney fees.

Lawrence-Douglas County Housing Authority
Security Deposit Payment Schedule
Resolution 804
January 28, 2003

The collection of full payment of a security deposit is necessary to protect the fiscal solvency of the agency. All effort must be made to collect the full security deposit prior to move-in. Where this cannot be done the prospective resident must pay no less than one-half the deposit prior to move-in. When necessary staff may offer a written payment plan to the resident to pay the remaining half in two equal monthly payments, one half of the balance to be paid by the end of the second month of residency, the remainder to be paid no later than the end of the third month of residency. In all cases the security deposit must be paid in full no later than 90 days after move-in. Staff shall take appropriate action under the lease where a resident does not follow their payment plan.

Unit Size	Deposit	Minimum Payment	Monthly Payment	Months to Pay
Efficiency Unit	\$ 400	\$ 200	\$ 100	2
One Bedroom	400	200	100	2
Two Bedroom	450	225	112.50	2
Three Bedroom	500	250	125	2
Four Bedroom	600	300	150	2
Five Bedroom	700	350	175	2

LAWRENCE-DOUGLAS COUNTY HOUSING AUTHORITY
PET POLICY

Resolution 295 January 28, 1985

AMENDED BY:

Resolution 454 September 23, 1991

Resolution 590 September 25, 1995

Resolution 648 October 21, 1997

Resolution 728 April 25, 2000

Resolution 957 February 26, 2007

This policy implements provisions of section 227 of the Housing and Urban-Rural Recovery Act of 1983 and section 526 of the Quality Housing and Work Responsibility Act concerning ownership of pets in federally assisted rental housing.

Under 24 CFR Part 942, Subpart A, section 1 (b),

No owner or manager of federally assisted rental housing for the elderly or handicapped may as a condition of tenancy or otherwise, prohibit or prevent tenants of such housing from owning or keeping common household pets in their units or restrict or discriminate against persons in connection with admission to, or continued occupancy of, such housing because they own common household pets.

Under 24 CFR Part 942, Subpart A, section 2 (a), tenants who may own pets in elderly and handicapped units must be an elderly, disabled or handicapped family or person as defined by Federal law.

Under 24 CFR Part 942, Subpart A, section 2 (b),

Project for the elderly or handicapped means any project assisted under title I of the United States Housing Act of 1937 (other than under section 8 or 17 of the Act), including any building within a mixed-use project, that was designated for occupancy by the elderly or handicapped at its inception or, although not so designated, for which the PRA gives preference in tenant selection (with HUD approval) for all units in the project (or for a building within a mixed-use project) to elderly or handicapped families.

Section 526 of the Quality Housing and Work Responsibility Act permits a resident of a dwelling unit in public housing to own one or more common household pets or have one or more common household pets present in a dwelling unit of such resident subject to reasonable requirements of the public housing agency, if the resident maintains each pet responsibly and in accordance with applicable state and local public health animal control and anti-cruelty laws and regulations and with the policies established by the public housing agency. Reasonable requirements may include requiring a nominal fee, a pet deposit or both. Limita-

tions on the number of pets in a unit, based on unit size, prohibitions on the types of animals that are classified as dangerous, prohibitions on individual animals based on certain factors, including size and weight of the animal, and prohibitions or restrictions based on size and type of building or project, or other relevant conditions. In compliance with these laws the LHA extends this policy to Babcock Place, Peterson Acres, Clinton Place, Building Independence III and Scattered Sites. This policy restricts pet ownership at Edgewood Homes to aquarium and caged pets.

The following rules govern the keeping of pets in all LHA rental-housing units.

1. Common and Traditional Pets

Common and Traditional Pets are understood to mean dogs, cats, fish, birds, rodents, rabbits, reptiles, insects and turtles where they are not a danger to the occupant or to other tenants or visitors. It is understood that this policy does not apply to animals that are used to assist the handicapped. Any animals not specifically trained and certified as an assist animal shall be considered a pet and subject to these policies.

2. Prohibited Pets

Ownership of dogs and cats is restricted: Residents of Edgewood Homes may not own dogs or cats. This policy restricts pet ownership at Edgewood Homes to aquarium and caged pets.

In no case will the following breeds be allowed: Chow, Rottweiler, Doberman Pinscher, Pit Bull, any mix of these breeds, any part-wolf mix, exotic or wild animals. No dog known to be dangerous or with a history of biting will be allowed. Also prohibited are poisonous or deadly reptiles or insects.

3. Size of Pet

Size shall be determined by the renter's ability to pick the pet up in the tenant's arms unassisted and carry it out the door or 60 pounds whichever is less. This does not include animals that are trained and certified to assist handicap persons.

4. Pet Deposit and Fee

One-half of the established security deposit shall be deposited in addition to the regular security deposit plus a nonrefundable fee of \$25.00. The deposit and fee must be paid in one full payment. This pet deposit shall be refunded upon move-out, or if the renter no longer owns a pet, if no damages have been caused by the pet.

Regarding Clinton Place Apartments and Building Independence III, the pet deposit is equal to one-half of the established current gross rent, not to exceed \$300.00. The above mentioned non-refundable fee of \$25.00 does not apply. The pet deposit may be paid in full if the tenant so chooses. If tenant selects to pay on installment, the initial deposit shall not exceed \$50.00, and the remaining balance may be paid in installments of not less than \$10.00 per month.

5. Registration of Pet

Pet ownership must be pre-approved by management. Failure to inform management before bringing pets to live on the property before approval is grounds for eviction. The LHA will inspect the unit to assess the condition of the unit for pre-damage and sanitation. LHA maintains the right to reject a resident's request to have a pet if there is evidence of ongoing sanitation problems or severe tenant wear and tear or damage. All pets must be registered with management prior to occupancy by the pet. All pets must be registered with management by providing the following information:

- a. Complete an application/pet registration form;
- b. A recent, clear photograph of the pet with the owner;
- c. Evidence of up-to-date shot record and proof of neutering or spaying from a veterinarian. All dogs, cats, rabbits, must be neutered before they are 6 months old.

At annual re-certification, the resident will inform LHA of the status of the pet whether or not the pet is still in the home and provide documentation from a veterinarian that all shots are up to date.

6. Care of Pet

Pets must not be left unattended overnight or any length of time or become a nuisance to neighbors through noise or odor. Renters agree to board the pet or make other arrangements for its supervision if renter is away from the premises overnight or away for a length of time. Neglect of the pet as determined by LHA staff shall cause the privilege of keeping the pet to be revoked at the discretion of the LHA.

Should the pet become abandoned or left unattended for any reason, the LHA has the right to remove or have the pet removed from the premises and provide for its welfare in the most humane way possible. Any cost for care or transportation will be the responsibility of the renter. The renter agrees to hold the LHA harmless for any fees, fines or damage caused by the collection, removal or care of the pet.

Sanitation - Foul pet odors or the presence of pet waste inside the unit is considered poor sanitation and will be treated as a lease violation. This includes dirty litter boxes. Dirty is defined as multiple waste products in the litter box or on the floor. All cats must be trained to use the litter box. Cat litter boxes must be regularly and frequently changed and disposed of by emptying in plastic bags for deposit in the appropriate containers.

Pet waste must be removed immediately from the dwelling, yard, or common space. Failure to do so will constitute a lease violation. NO PET HOUSES, INCLUDING DOGHOUSES OR PET RUNS WILL BE PERMITTED.

Pets must be domiciled within the tenant's dwelling only.

7. Control of Pet

Dogs and cats must be firmly attached to a leash or chain under the physical control of its owner or keeper and must wear a collar that identifies them. Any cat which is on the property of its owner or keeper shall not be deemed to be running at large in the City. Pets are not allowed to run at large. Any animal not on a lease and physically under the control of its owner will be considered "at large". If this happens, animal control will be called and a warning issued by the LHA to the pet owner. Dogs and cats must be kept indoors. Pets may not be chained outside the home or other structure or left unattended outside even if leashed or chained.

8. Number of Pets

In the case of dogs and cats, ownership is limited to one per dwelling. At no time will a resident own more than one cat or dog. A limited number of caged animals are allowed and do not require an additional fee. Limited is defined as how many can be carried out at one time.

9. Management Responsibilities

In the event of policy infraction by renters, management shall take appropriate action with the resident to correct the problem. At any time, the owner may ask to meet with management to discuss the problem. If a solution is not reached, management may remove the pet, evict the owner, or both.

Management may remove the pet from the dwelling in the event that death or inability to care for the pet makes this necessary.

Management may immediately remove a pet that has become a nuisance or danger to residents.

Management has the right to ask proper authorities to remove a pet that is judged to be suffering from ill health and/or neglect.

Any resident who has received one (1) warning and two (2) lease violations on any pet will be asked to remove the pet from the property. Continuous violations of the Pet Policy will be considered the same as repeated violations of material terms of the lease shall be defined as any three lease violations of the same provision of the Pet Policy Addendum, which occur within any consecutive 12 month period. Also, LHA reserves the right to enforce the removal of any pet as per the City Code of Lawrence. In addition, residents must abide by the LHA pet policy, the City of Lawrence ordinance No. 7112, City of Lawrence ordinance No 7113, City of Lawrence ordinance No. 7123 and the City of Lawrence Ordinance No 7125.

10. Damage or destruction caused by the pet

The resident agrees to pay for damage or destruction caused by the pet to the premises, equipment or other LHA property above and beyond the pet security deposit.

11. Hold Harmless

The renter agrees to hold LHA harmless against any and all claims, actions, suits, judgments and demands brought by any other party on account of or in connection with any activity by or damaged by the renter's pet.

The LHA, its agents or employees shall bear no responsibility for occurrence of harm, injury or death to pet caused by the agents or employees, guests, independent contractors, residents or other persons on the premises.

12. Removal of Pet

The renter agrees to board the pet or otherwise remove the pet from the premises for the balance of the lease term if the pet becomes a nuisance or interferes with the rights or the peaceful enjoyment of other residents, interferes with the LHA staff or its agents ability to do their duties, because of damage caused by the pet or if the LHA subsequently revokes this consent.

13. Amendment of Rule

Renter acknowledges and agrees that the LHA may revoke the consent and or amend and change rules and regulations pertaining to the pet policy with proper notice to the renter, and at any time the renter will abide by such amendments. The renter agrees that the violation of the Pet Addendum is adequate cause for the LHA to require that the pet be removed permanently from the premises and/or the tenancy be terminated. Renter agrees to abide by the terms and con-

ditions of the LHA Pet Policy.

14. LHA Staff or Agent's Inability to Enter a Unit

If LHA staff or agents cannot enter a unit after proper notice to do routine work orders, annual inspections, preventive maintenance inspections or in case of emergency because of the behavior of the pet, it shall be considered interference with LHA staff or agent's duties and responsibilities. The tenant will be given a warning on the first offense and charged a trip charge consistent with the sum listed in the current maintenance schedule of charges.

Pet Policy

Tenant Signature & Date

RESOLUTION 70
RENT COLLECTION POLICY
January 15, 1975

Amended by Resolution 137 September 15, 1976
Resolution 321 June 23, 1986
Resolution 345 June 22, 1987
Board Approval August 5, 1987
Resolution 385 August 14, 1989
Resolution 515 September 27, 1993
Resolution 830 October 27, 2003
Resolution 866 September 27, 2004
Resolution 953 January 22, 2007

1. Dwelling rent is due and payable in advance on the first day of the month.
2. Upon move-in, rent must be paid in advance for the balance of the current month.
3. If rent is not paid by the fifth working day of the month and the tenant has made no effort to obtain an extension under the agency's Hardship Policy, Resolution 511, a Fourteen-Day Notice will be issued. In cases where a hardship exists, but emergency conditions prevented the tenant from contacting the office by the fifth working day, management may invoke the Hardship Policy after the Fourteen-Day Notice has been issued. Such occurrences will be handled on a case-by-case basis.

Legal proceedings will be initiated if rent is not paid before the expiration of the Fourteen-Day Notice.

4. Delinquent rent shall not be carried into the second month.
5. The LDCHA will accept late rent payment from a social services agency or church after the expiration of the Fourteen-Day Notice if documentation is received from the organization in the Administrative Office at 1600 Haskell no later than 12:00 noon on the close of business for the month.
6. Rent due and unpaid in full after the fifth working day of the month shall incur a late charge of \$25.00 payable within the month's rent period.
7. Management reserves the right not to renew the lease, after the 30 Day Notice of such, in the event that rent is late beyond the fifth working day of the month in excess of three occurrences in any twelve month period.
8. Rent must be paid by check or money order in the exact amount of the rent and any other charges due the LDCHA.

Where a tenant has a history of delinquent rent payment and where management can demonstrate that by not accepting cash the LDCHA may forfeit the payment, the manager may accept cash payment for rent or other delinquent accounts.

Cash may be accepted for payment of charges in the amount of \$10.00 or less.

9. A fee of \$15.00 will be charged for each check paid to the order of the LDCHA which is returned by the bank for insufficient funds or any other reason.

A check made payable to the LDCHA which is returned by the bank for insufficient funds, or any reason, constitutes non-payment of rent. A late fee of \$25.00 will be assessed to the tenants' account.

In the event that a check is returned by the bank, management will notify the tenant and provide the tenant with three days in which to pay the returned check by a money order. If the tenant fails to make payment within the specified three days, legal proceedings will be initiated.

If a check is returned by the bank in excess of any two occurrences in a six month period the tenant(s) will be required to pay rent by money order or it will result in lease cancellation and eviction, if necessary.

10. This provision will permit LDCHA staff to prorate rent for those cases when it is warranted, the following provisions will be followed:

- A. Move-in Proration of Rent: In the event that the Lease commences on a date other than the first day of the month, the rent for the partial month shall be computed based upon a daily rate equal to $1/30^{\text{th}}$ of the monthly rent, and shall be due upon execution of the Lease.
- B. Move-out Proration of Rent: In the event that this Lease terminates during the month, the rent for the partial month shall be computed based upon a daily rate equal to $1/30^{\text{th}}$ of the monthly rent.

Resolution 860
June 21, 2004

Amend the
*Policy Defining Lawrence-Douglas County Housing Authority (LDCHA)
Fraud and Procedures for Handling Fraud*

Amended by
March 7, 1994 Resolution 539
June 27, 1994 Resolution 552
September 24, 2018 Resolution 2018-26

Federal regulations require applicants and tenants to disclose all household income for the purposes of determining the family's total rent payment and housing assistance or rent subsidy payment. The requirement to report fully and accurately is unconditional. Regulations and contract terms also require property owners participating in LDCHA programs to notify the housing authority of lease enforcement actions and when tenants vacate an assisted unit. To control abuse of the programs under administration and conserve affordable housing resources for low-income citizens of Lawrence and Douglas County, it is necessary for the agency to define fraud, the situations or circumstances which constitute fraud, and the specific action to be taken when cases of fraud are uncovered.

Fraud Defined:

Fraud in all housing programs administered by the LDCHA shall be defined as failure to take action, a single act or pattern of actions made with intent to deceive, mislead or circumvent laws, rules and regulations for the purpose of obtaining housing benefits to which an applicant, or program participant would not otherwise have been entitled under federal housing program regulations and LDCHA policies. This includes but is not limited to acts which result in or would result in determinations of eligibility for housing program waiting lists, unit selection, offers of assistance, approval of housing assistance contracts, and monthly payments; acts which result or would result in calculation of lower tenant rent; and acts which result in or would result in calculations of higher or continued housing assistance payments. Failure to take action includes but is not limited to failure to report or notify the LDCHA of changes that would lead to increased tenant rent, reduction in housing assistance, suspension, or termination of housing assistance payments.

General Provisions:

An *applicant* will be defined as an individual or family who has submitted either a preliminary application or final application for any housing program administered by the LDCHA, or is currently on a waiting list for any LDCHA housing assistance program or property.

A *program participant* will be defined as any tenant family or individual renting from the LDCHA, any tenant family or individual for whom the LDCHA pays rental subsidy to a

private landlord, and any rental property owner or manager who is a party to a housing assistance payment contract for rental subsidy on behalf of a tenant or an agreement to lease property to the LDCHA

A *fraud debt* will be defined as the difference between what should have been paid had there been full, accurate and truthful disclosure and what was actually paid when an act of fraud has resulted in an underpayment of rent or an overpayment of housing assistance. All fraud debts to the LDCHA must be repaid in full before the program participant can be determined eligible for continued or future housing assistance through the LDCHA. This shall apply to applicants for assistance who have a fraud debt from previous participation in LDCHA or any federally subsidized housing assistance program.

Any program participant who is determined to have committed fraud against the LDCHA will be offered an opportunity repay the fraud debt in full and will be issued a lease or program violation on the first offense and will be evicted or have their assistance contract terminated on the second offense.

Changes in tenant rent and housing assistance payment resulting from collection and verification of accurate and complete information as a result of a fraud determination will be made effective as required by federal regulation and LDCHA rent calculation policies. *Annual rents* and assistance amounts will be adjusted as a result of such changes. Notice of all changes in rent and assistance payments will be given under LDCHA notification procedures.

Applicants and program participants will be notified in writing of all fraud determinations offered an opportunity to review information upon which the determination was based. A *due-process appeal* through the LDCHA grievance procedures for General Housing and Senior Housing will also be offered as part of the notification of all intentional fraud determinations as required by federal regulation and LDCHA policies.

Property owners determined to have committed fraud against the LDCHA will have their housing assistance payment contracts terminated and will be barred from future program participation.

Contract terminations as a result of fraud will be effective the first of the month following the month in which the termination notice is given but in no case less than one full rent payment period, in most cases 30 days, from the date of the notice. Adequate notice of all assistance terminations will be given to the owner or manager of the assisted property. Providing the assisted unit has passed the most recent inspection, the LDCHA will make monthly housing assistance payments for holdover tenants that must be evicted as a result of assistance termination due to fraud. Documentation of eviction proceedings must be provided for holdover payments.

Intentional Fraud:

A tenant or applicant will be considered to have intentionally committed fraud if they omit or provide partial, false or misleading information on any LDCHA tenant disclo-

sure, preliminary application, housing application, or other information collection form with regard to income, family composition, or other required information upon application, initial certification or recertification. In the case of an applicant, failure to disclose previous participation in a federally funded housing program will be considered fraud.

A property owner will be considered to have committed intentional fraud if they provide false or misleading information to the LDCHA on a Request for Tenancy Approval, Lease, Housing Assistance Payment Contract, notice to terminate or non-renew subsidized leases and notices of lease violations. In addition, failure to provide complete, true and accurate information concerning lease violation notices, move outs and occupants of an assisted unit to avoid suspension or termination of housing assistance payments will be considered intentional fraud.

Methods for Handling Intentional Fraud:

Applicants considered to have committed intentional fraud will be denied eligibility to LDCHA housing programs, will be removed from all LDCHA waiting lists and any outstanding offers of assistance will be withdrawn.

Program participants who are determined to have committed intentional fraud as applicants to secure housing assistance for which they would not otherwise have been eligible under federal regulations and/or LDCHA eligibility criteria, will have their lease or housing assistance contract terminated. All housing assistance paid on behalf of an ineligible applicant who was admitted to LDCHA housing program as a result of intentional fraud will be considered a fraud debt.

Participants in any LDCHA program who are determined to have committed intentional fraud will be given 60 days from the date of the fraud determination notice to repay all sums due as a result of the fraud. All actions for intentional fraud will be dropped for participants who make full restitution within the allowed 60 days. Any subsequent act of intentional fraud will lead to termination of tenancy or housing assistance upon no less than one full rent period notice to the tenant and landlord.

Participants who fail to make full restitution will be determined to be in material violation of their lease and housing assistance program obligations and shall have their tenancy or housing assistance contract terminated no later than 60 days from the date of the intentional fraud notice. Fraud determinations that lead to termination of tenancy or housing assistance will be referred to the Douglas County District Attorney or other appropriate office, for legal action.

Where required by law all cases of fraud will be reported to the Housing and Urban Development (HUD) office of Inspector General and required procedures followed.

Unintentional Fraud:

The LDCHA shall consider as unintentional fraud a program participants' failure to report employment and other sources of income, changes in household composition, and

lease violations which would have resulted in increased rent obligation or decreased housing assistance payment when such failure to report is restricted to a single certification period, usually a 12-month period, and did not involve falsification of the application, initial certification, annual recertification, or any other document requested as part of a certification of eligibility for housing assistance.

How to Handle Cases of Unintentional Fraud:

Upon verification of income, household composition, and/or occupancy, the program participant shall be immediately recertified, the correct rent and housing assistance amounts calculated, and notice of the change given to the tenant and landlord. Such notice shall include the amount of any debt resulting from the unintentional fraud and offer the participant an opportunity to review the information used in the determination with LDCHA staff. Such reviews will be conducted under the direction of the Director of General Housing Assistance by the Occupancy Specialist performing the certification of eligibility and calculation of tenant rent and assistance.

Program participants determined to have committed unintentional fraud will be given a notice of program violation and offered an opportunity to enter into an agreement to repay the fraud debt.

\$300 or more -no less than \$50/month
Less than \$300 -no less than \$25/month

Lower payment amounts may be approved only upon documentation by the program participant that the amounts stipulated herein would impose an undue hardship, for example, when rent plus the participant's payment of this debt exceeds 40% of the household's adjusted income.

Program participants who breach their repayment agreement by missing more than two (2) consecutive payments without receiving a written extension must bring their payments current to avoid termination of their lease or assistance.

Prior Fraud Debts:

Previous fraud policy terms allowed tenant-based participants to delay payment of fraud debts until such time as they moved to a new unit. Current program participants who have such outstanding fraud debts will be notified of the changes to this policy and informed of the requirement to bring all payments current. Participants in breach of their repayment agreement will be given 12 months from the date of their next annual recertification to make full repayment of their debt. Failure to repay the fraud debt as outlined herein will result in action to terminate housing assistance.

Modifications of Affected Document:

With the approval of this policy by the LDCHA Board of Commissioners, the following documents are also modified.

1. Lawrence-Douglas County Housing Authority Public Housing Lease, Methods of Administration, and Admissions and Continued Occupancy Policy by reference.
2. Administrative Plan: Combined Administrative Policies for the Section 8 and HOME Tenant Based Rental Assistance Programs by reference.

PROCEDURES GOVERNING APPLICATION OF THE LDCHA
"ONE STRIKE AND YOU'RE OUT" POLICY
IN EVICTING PUBLIC HOUSING RESIDENTS FOR CRIMINAL ACTIVITY

Resolution 618 - Approved August 26, 1996
Resolution 921 - Amended February 27, 2006
Resolution 2011-11 - Amended May 23, 2011

The Lawrence-Douglas County Housing Authority (LDCHA) hereby adopts this "One Strike and You're Out" policy in conformity with the law which requires immediate eviction from federally funded public housing of those persons who engage in drug use or violent criminal activity. The "One Strike and You're Out" eviction policy is intended to be used only in cases where illegal gang, criminal, or drug activity is so flagrant, violent, or of such magnitude as to constitute a serious threat and danger to the lives of LDCHA residents, staff, or its agents.

In an effort to achieve a living environment at all LDCHA properties which is conducive to the health, safety and right of peaceful enjoyment of all residents, the LDCHA screens prospective tenants in an effort to prevent those persons who have demonstrated a propensity for engaging in criminal activity or drug-related criminal activity from becoming residents. In addition to this proactive tenant screening process, the LDCHA will also implement a policy designed to evict or terminate the lease of any existing residents who are found to engage in criminal activity, or drug-related criminal activity as specifically outlined in the following sections. It is the intent of the LDCHA to adopt a strict policy which provides "zero tolerance" for criminal activity or drug-related criminal activity, whether committed by a prospective or current tenant, household member, guest, or other person, whether on or off LDCHA property.

A. Enforcement Through Evictions.

The provisions of this policy shall also be reflected in the terms and conditions of the lease agreement for all residents of public housing. The agency shall enforce this "One-Strike" policy with a "zero-tolerance" position with respect to drug-related and / or other criminal activity which would pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents or agency employees. Such activity shall be grounds for immediate termination of the lease and eviction. Since eviction is a civil, not criminal matter, a criminal conviction or arrest is not necessary in order to terminate a lease and evict a household; but, the agency shall be responsible for producing evidence strong enough to warrant eviction.

B. Application.

The following criteria shall apply in order to take action under this policy:

1. The situation or event must be criminal and legally actionable and constitute a real threat to the health, safety, or habitability of the development, other residents, the neighborhood, or the safety of the LDCHA staff or its agents.
 - a. Drug related criminal activity means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug or controlled

substance with intent to manufacture, sell, distribute or use the drug or controlled substance.

- b. 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 bodily injury or property damage.
- c. Unlawful sexual act means any rape, indecent liberties with a child, aggravated indecent liberties with a child, criminal sodomy, aggravated criminal sodomy, lewd and lascivious behavior, sexual battery or aggravated sexual battery.

2. This policy is applicable to situations involving any member of the tenant's household, guest, or another person under the tenant's control.

3. The policy is applicable to but is not limited to the following criminal acts:

- a. Any person registered or required to register on any state's sex offender registry or any person charged with an unlawful sexual act, taking indecent liberties with a minor, or similar crime.
- b. Illegal drug trafficking on or off LDCHA premises,
- c. Receiving and selling stolen goods on the LDCHA premises,
- d. Possession or public use of illegal drugs on LDCHA premises,
- e. Violent assaults or battery on or off LDCHA premises, or causing bodily harm or injury whether caused by an adult or child,
- f. Intimidation or terroristic threats against any LDCHA resident, his/her guests or LDCHA staff or its agents in connection with any gang, drug, or other criminal activity,
- g. Sale of alcohol to minors,
- h. Maintaining a gang or safe house including harboring a known criminal being sought by the police,
- i. Participating in a drive-by shooting or any other serious gang related activity,
- j. Arson, or violation of the Smoking Ban where Medical Oxygen is present that results in a fire,
- k. Engaging in inherently dangerous felony as defined by KSA 21-3436 or as amended, or

- I. Aiding and abetting any activity covered under this policy.

C. Required Proof.

1. For the purposes of this section, proof of engaging in or committing a prohibited act shall not require any formal court proceeding or judicial finding of conviction, but rather may be based solely upon evidence of an arrest, formal charge, conviction or other competent evidence tending to suggest that such a criminal offense or prohibited act was committed, as previously defined in Section B.
2. The filing of a police report by a tenant, guest, and/or LDCHA staff or its agent and a subsequent conference between the police, district attorney's office, and LDCHA staff confirming that the perpetrator and act were of such magnitude to constitute a real threat to the health, safety, or habitability of the development, other residents, the neighborhood, or the safety of the LDCHA staff or its agents.

APPENDIX VII MOVING TO WORK HARDSHIP RENT REDUCTION POLICY POLICY AND PROCEDURES

Resolution 696 May 25, 1999

Amended: Resolution 745 October 24, 2000
 Resolution 1010 September 22, 2008
 Resolution 2015-16 September 28, 2015

POLICY: A family granted a hardship will be recertified to pay the Moving To Work (MTW) \$50 / \$100 hardship rent for a period of three consecutive months not to exceed more than 90 days. A household is eligible for a hardship rent reduction once in 12 months period from the end of an approved hardship request.

PURPOSE: The hardship policy is intended to provide temporary financial relief to MTW households who lose employment income when the lost income is not covered by benefits. As a condition of the agency's participation in the Moving to Work Program, the agency is required to have a hardship policy for its rent structure.

APPLICABILITY: This policy affects all tenants participating in the agency's Moving to Work rent structure.

PROCEDURES:

- 1. Hardship Rent Reduction Request:** All MTW families can request a hardship rent reduction, either in person, on the phone, or via electronic mail. The tenant must fill out a hardship rent reduction request form. These forms will be available at the front desk of the Administrative Building, at the Resident Services Department, and on-line at www.ldcha.org.
- 2. Hardship Rent Reduction Approval Process:** The tenant requesting a hardship rent reduction must meet in person with a Continued Occupancy Specialist (COS) within two business days of the tenant's request for a hardship rent reduction.
 - a. The COS will conduct a technical review with the tenant to determine if they qualify for a hardship rent reduction.
 - b. The following criteria must be met for the tenant to qualify to fill out an application for a hardship rent reduction.
 - The tenant is in the Moving to Work rent structure;
 - The tenant has not received a hardship in the last 12 months;
 - The tenant is not currently in their annual recertification process;
 - The tenant is not under termination.
 - c. Once a tenant has qualified through the technical review process, the tenant will be informed by the General Housing Assistance Department staff that they must com-

plete an Intensive Employment Replacement (IER) program with the Resident Services Office (RSO) staff as part of the hardship rent reduction approval process. The income verification process may prevent them from receiving a hardship rent reduction, so completion of the IER program does not guarantee they will be granted a hardship.

- d. The General Housing Assistance staff will do a loss of employment income verification with the employer and/or medical physician in charge of the tenant's medical care. Standard LDCHA verifications will be followed.
- e. Hardship rent reductions based on unpaid medical leave instead of loss of employment do not require an IER contract with RSO, but all tenants applying for a hardship rent reduction, whether for medical or for loss of employment income, will be notified of the career counseling services available through RSO.

3. Hardship Rent Reduction Intensive Employment Replacement Requirement (IER):

RSO staff will work with the tenant as indicated below:

- a. Tenants will be referred to fill out paperwork with the Resident Services Department to complete the terms of the IER program. The tenant will be required to not only complete this requirement, but also to complete the requirements of the Mandatory Participation contract. Any tenant who is granted a hardship rent reduction who does not complete the terms of the Mandatory Participation contract will have their hardship rent reduction withdrawn and will immediately be returned to their pre-hardship Moving To Work rent.
- b. The RSO Employment Services Specialist will design a program of goals for each tenant requesting a hardship rent reduction based on a series of assessments and will use the following checklist to determine and meet the individualized needs of the tenant:
 - Employment History Assessment;
 - Barrier Analysis and Career Assessment;
 - Case and Family History Review;
 - Financial Resource Referrals;
 - Employability Readiness Referrals;
 - Employment Action Plan;
 - Long-Term Self-Sufficiency Goals.
- c. Depending on the assessment of the Employment Services Specialist, the tenant will be required to participate in the IER program for a period of one to seven business days.
- d. Once the Employment Services Specialist determines that the tenant has met the terms of the IER program, they will provide written notice to the General Housing Assistance Staff that the tenant has completed the program per the requirements to receive a hardship rent reduction. Completion of the IER program in no way guaran-

tees that the tenant will be granted a hardship rent reduction.

- e. Once the technical review, application, and loss of employment income verifications are completed, the IER contract has been completed, and the Mandatory Participation contract signed, the General Housing Assistance Department will complete the process of granting the hardship.
 - f. If they do not meet the technical review criteria to fill out an application, the tenant will receive a letter stating why they have been found ineligible for a hardship, and be given information regarding the career counseling and employment replacement programs through the Resident Services Office.
 - g. Completing all these steps successfully for the tenant will mean that they will be recertified to the MTW \$50 or \$100 hardship rent reduction for a period of three consecutive months not to exceed more than 90 days.
 - h. The outcome of the review must be sent in writing to the tenant. The written notice of the rent change will be sent to the tenant and the landlord once the hardship rent reduction process is completed.
- 4. Medical Hardships:** Medical hardships must be verified in writing by the treating physician for the illness or injury that the tenant is claiming to be medically preventing them from working or causing a loss of employment income, and if possible the anticipated time for the wage earner to be able to return to work. A hardship rent reduction will be granted when it is documented that a temporary medical condition will prevent the wage earner from working and it is determined the loss of income is not covered by benefits at the time of the hardship rent reduction request. Residents requiring a hardship beyond the 90 day maximum allowance must have a third-party disability certification from their medical provider that can be verified by the Lawrence-Douglas County Housing Authority staff.
- 5. Time Limits for Hardship Rent Reduction:** Hardship rent reductions will be for three consecutive months. A household is eligible for a single hardship rent reduction once in 12 months period from the end of an approved hardship request.
- 6. Restrictions on Waiving Work Requirement:** Under no circumstances does a hardship rent reduction waive the work requirement under the Moving To Work program. At the end of the 90 day hardship, the resident will be returned to either their pre-hardship rent or their new MTW rent if the tenant's annual recertification occurred during the hardship. Tenants may meet the work requirement through their mandatory contract with resident services. The General Housing Assistance Department will not enforce the work requirement outside of the annual recertification process, per the standard work requirement policy.
- 7. Processing and Cut-off Time Period for Hardship Rent Reduction Requests:** The hardship rent reduction applications must be received in the General Housing Assistance Department between the first day of the month and the 23rd day of the month, or by the following business day if the 23rd falls on a weekend or holiday, in order to be processed

for the following first of month changes.

Processing the hardship rent reduction between the first day of the month and the twenty-third day of the month does not guarantee the hardship rent reduction request will be granted for the first of month changes. Any hardship rent reduction request applications received after the 23rd of the month will not be processed until the following month. There will be no exceptions.

**LDCHA Language Assistance Plan
Resolution 2017-15
August 28, 2017**

Lawrence-Douglas County Housing Authority (LDCHA) is committed to ensuring equal access to its programs and services by all residents, regardless of primary language spoken. Title VI of the Civil Rights Act and Executive Order 13166 require recipients of federal financial assistance to take reasonable steps to ensure meaningful access to their programs and services by Limited English Proficient (LEP) persons. Persons who do not speak English as their primary language and who have a limited ability to read, write, speak, hear, or understand English can be considered LEP persons.

Goals of the Language Assistance Plan

The goals of LDCHA's Language Assistance Plan include:

- To ensure meaningful access to LDCHA's affordable housing programs by all eligible individuals regardless of primary language spoken.
- To ensure that all LEP individuals are made aware that LDCHA will provide free oral interpretation services to facilitate their contacts with and participation in Agency programs.
- To ensure that LDCHA staff are aware of available language assistance services and how these services need to be used when serving LEP individuals.
- To provide for periodic review and updating of language assistance plans and services in accordance with community needs.

LEP Individuals Who Need Language Assistance

The 2011-2015 American Community Survey found that English is spoken only or “very well” by 96.6% of Douglas County residents. Of those who speak another language, 67.2 also speak English “very well.” None of the most commonly spoken languages other than English approaches 5% or 1000 of eligible persons to be served or likely to be affected or encountered by LDCHA programs or staff.

Douglas County, Kansas	Estimated Population		Speak English only or speak English “very well”		Speak English “less than very well”	
Total Population 5 years & over	108,945	(X)	105,269	96.6%	3,676	3.4%
Speak only English	97,751	89.7%	(X)	(X)	(X)	(X)
Speak a language other than English	11,194	10.3%	7,518	67.2%	3,676	32.8%

Speak a Language Other Than English

Spanish	3,749	3.4%	2,660	71.0%	1,089	29.0%
Other Indo-European languages	2,273	2.1%	1,884	82.9%	389	17.1%
Asian & Pacific Island languages	3,735	3.4%	1,875	50.2%	1,860	49.8%
Other languages	1,437	1.3%	1,099	76.5%	338	23.5%

Source: U.S. Census Bureau, 2011-2015 American Community Survey 5-Year Estimates

Types of Assistance Needed by LEP Persons

While LDCHA staff very rarely encounter LEP persons, when they do it is at meetings, via written communications and phone calls where information is exchanged. Oral interpretation services may be needed for these contacts.

Language Assistance Provided

In order to promote equal access to LDCHA programs and services by LEP individuals, the LDCHA will implement the following language assistance services:

1. Identification of LEP Persons and Notices

Use of "I Speak Cards": In order to help identify LEP individuals and determine the appropriate language assistance, LDCHA posts and makes available "I Speak Cards" at its central office waiting room. Applicants, housing residents and Housing Assistance voucher participants can use these cards to indicate their primary language. LDCHA staff at the point of entry then makes appropriate arrangements for interpretation services, using a telephone interpretation service. These flash cards can be accessed at <https://www.lep.gov/ISpeakCards2004.pdf>.

Once a LEP individual's primary language is identified, LDCHA staff will assess the feasibility of providing written translation service and/or oral interpretation assistance.

Language Assistance Measures

1. Telephone Support: LDCHA uses the services of a professional telephone interpretation service whenever requested by an LEP individual and/or when an LEP person uses an "I Speak" card to signify that they speak a non-English language. When these contacts involve review of LDCHA forms and procedures, the agency will schedule the call so that the telephone translator has the opportunity to first review the relevant form or procedure. LDCHA will only utilize interpretation services which demonstrate a high degree of training and professionalization among the interpreter staff.

2. In the event LDCHA should receive a request for assistance in a language other than English, staff members will take the name and contact information of the person. If the person speaks Spanish, LDCHA may be able to use employees who speak Spanish as interpreters. For languages other than Spanish, LDCHA will use a free online written translator website or may contact a local volunteer, if one is available. The University of Kansas, through its various language departments, may also provide assistance. Finally, if the required language is not available and formal interpretation is required, staff shall use the telephone interpreter service, Language Line, at 1-800-752-6096
3. Use of other interpreters not provided by LDCHA: As noted above, LEP individuals are informed that the Agency can provide them with free access to oral interpretation services via telephonic oral interpretation as needed. If the LEP individual requests their own qualified, trained interpreter, this is allowed at the individual's own expense. Use of family members and friends, especially minor children, as interpreters is generally discouraged. Exceptions are made where the contact with the LEP person is of a routine nature, one that does not involve confidential matters, or significant/complex matters impacting the applicant or resident's housing status, rent payments, or lease compliance issues. Staff is advised to be alert to the potential for any conflict of interest or competency issues that may arise from the involvement of family or friends.
4. The LDCHA assessed the need for assistance to non-English speaking applicants in Douglas County, Kansas and determined that vital LDCHA documents be made available in Spanish to enable persons with limited English proficiency to access LDCHA programs. Basic LDCHA information handouts, residents' handbooks, contracts, and forms have been translated into Spanish and are available at the LDCHA Administrative Offices. LDCHA staff will obtain translations and translation services to assist applicants or program participants speaking languages other than Spanish through the appropriate University of Kansas language program office. Translation services are available when necessary through the LDCHA Resident Services Office.
5. If there is an expressed need for other translation methods such as Sign Language or Braille materials, LDCHA will determine the feasibility and possibilities of providing these services as well. LDCHA may be able to use certified staff members, or Independence, Inc. may be able to provide braille services and the LDCHA has an account for this service. Within its limited budget and capabilities, LDCHA pledges that it will, to the best of its abilities, provide meaningful access to all persons.
6. Outside of those services, because LDCHA staff is small and does not possess in-house translation capabilities or expertise, LDCHA staff can only assist LEP persons, but cannot accurately assess or guarantee the accuracy of translation services provided by others.

Staff Training and Coordination

LDCHA provides training on LEP awareness and required assistance actions under the Language Assistance Plan for employees. This includes:

1. Mandatory trainings: Scheduled for all employees to review the Language Assistance Plan elements, review procedures related to the LAP, and to inform staff of their responsibilities relative to LEP persons.
2. LEP Coordinator: LDCHA has a designated LEP Coordinator, who is responsible for updating the LEP analysis, addressing staff and public questions and other issues related to LEP matters.

Providing Notice to LEP Persons

LDCHA ensures that LEP persons are aware of the language services available to them by:

- Posting LEP notices in LDCHA's offices and on website, and
- Partnering with community agencies

LDCHA is in regular contact with local community agencies who work with LEP persons to inform them of the Agency's policies regarding language services to LEP persons; and to solicit their assistance and cooperation in communicating LDCHA's policies and providing assistance to LEP persons.

Monitoring and updating the Language Assistance Plan

On January 22, 2007, the U.S. Department of Housing and Urban Development (HUD) issued Final Guidance to recipients of HUD funding concerning compliance with the Title VI prohibition against national origin discrimination affecting LEP persons. HUD's Final Guidance defines a four-factor self-assessment method, which assists agencies receiving HUD funds in determining the extent of their obligations to provide LEP services.

Using the LEP self-assessment as a guide, the LDCHA prepared this Language Assistance Plan (LAP), which defines the actions LDCHA takes to ensure Title VI compliance with respect to LEP persons. The Agency will periodically review and update this LAP in order to ensure continued responsiveness to community needs and compliance with Title VI.