



SNRHA Annual Plan

FY2022 Annual Plan

SNRHA Board Approval August 19, 2021

TAB 1

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
FY2022 ANNUAL AGENCY PLAN

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**Southern Nevada Regional Housing Authority
Annual Agency Plan FY2022**

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

Executive Summary of the Annual PHA Plan

OVERVIEW

To realize its vision Southern Nevada Regional Housing Authority conducts its business in an open manner, soliciting partners who share its values, maintain high standards, are sensitive to cultural meshing, understand the need to provide economic opportunity, and believe in empowering people to achieve self-sufficiency. As a premier leader in Southern Nevada for quality housing for all people, Southern Nevada Regional Housing Authority constantly seeks innovative ways to provide its services and to be a model steward of the public trust. Since its formation on January 1, 2011, Southern Nevada regional Housing Authority has served the population of Clark County, including the cities of Las Vegas, North Las Vegas, and Henderson, Nevada. By involving all stakeholders in various aspects of the planning process, the Authority has not only received valuable input from both the residents and the community but also from local government representatives.

PURPOSE AND STRUCTURE OF THE AGENCY PLAN

This Agency Plan contains the FY2022 Annual Plan which provides information regarding the establishment of goals, objectives, policies, and procedures required to achieve the Authority's overall mission. The Authority plans to update the five-Year Plan at least once every five years or more as deemed appropriate during the annual planning process.

TAB 3

Progress Report.

Five-Year Goal: Expand the supply of Low Income and Affordable housing.

SNRHA will continue to explore and implement various models of mixed-financing with innovative partnerships to assist with the re-development and/or modernization of public housing developments. Options will include but not be limited to Choice Neighborhood Initiatives (CNI), Rental Assistance Demonstration (RAD) Program, Capital Fund Financing (CFFP), Low Income Housing Tax Credits (LIHTC), Section 18 RAD Blend, Faircloth-to-RAD Conversions, various bonds types and other leveraging options as identifies in HUD's Transforming and Repositioning Public Housing plan.

SNRHA will continue to explore opportunities of various types of bond issuance.

In 2014 the City of North Las Vegas as the Lead applicant and the SNRHA as the co-lead applicant submitted a Choice Neighborhood Initiative (CNI) Planning Grant. The CNI award letter was received January 2015 through the Department of Housing and Urban Development in the amount of \$485,000. The money was used to prepare a Transformation Plan to revitalize North Las Vegas Urban Core Neighborhood, which includes the Rose Gardens Senior Public Housing and Buena Vista Springs communities. CNI Transformation Plan was submitted February 2017 The Transformation Plan was approved by HUD in April 2017.

The SNRHA will continue to explore CNI and other mix finance option planning as well as, implementation grant to address some of the redevelopment needs of the neighborhood of Marble Manor, Sherman Gardens, Sherman Gardens Annex and Villa Capri sites.

The SNRHA is planning to submit in upcoming years a tax credit application to develop Phase II of Bennett Plaza and may utilize Replacement Housing Factor (RHF) Funds, adding 35 additional public housing units. The SNRHA may self-develop or partner with a developer for this project.

Under the Rental Assistance Demonstration, the SNRHA converted the following properties;

2014: Landsman Gardens a 100-unit family public housing development in the Valley View neighborhood of Henderson, Nevada converted to Project Based Section 8. Landsman Gardens is the first FHA-financed project in the nation to close under the Rental Assistance Demonstration (RAD) program. Construction was completed December 2014 and 100% units lease-up as of March 2015.

2016: Vera Johnson Manor B ("Vera B") a 112-unit family public housing development located in City of Las Vegas, Nevada converted to Project Based Section 8. Vera B initially closed in 2015 as a Mixed Finance Transaction. The construction was completed May 2016 and 100% units lease-up as of June 2016. Vera B converted after construction completion to RAD 104 public housing units in November 2016. The SNRHA partnered with Nevada HAND for this project.

2017: Biegger Estates a 119-unit family public housing development located in Clark County, Nevada converted to Project Based Section 8. The construction for all dwelling units was completed in June 2017 and 100% units lease-up in June 2017. All common buildings and site activities were completed by November 2017. The SNRHA self-developed this project.

2018: Additionally, in March 2015 the SNRHA submitted a RAD application for Rose Gardens and received a Conditional Housing Assistance Payment (CHAP) agreement in July 2015. SNRHA also submitted in FY 2016 a Bond/4% Tax Credit Application for the Re-development of all 120 units (on-site or off-site). The project received HOME Funds allocation in the amount of \$1MIL from Clark County and \$500K from City of North Las Vegas. The-SNRHA partnered with Nevada HAND for this project. Construction started in November 2017 and was completed in November 2018. All residents of the former Rose Gardens moved in by December 2018 and the building was completely occupied by January 2019.

2018: Espinoza Terrace a 100-unit senior public housing development located in Henderson, Nevada converted to Project Based Section 8. The construction for all dwelling units was completed in January 2020 and 94% of the units have been leased-up as June 2020. All common buildings and site activities were completed by January 2020. The SNRHA self-developed this project.

2020: Archie Grant Park a 125-unit senior public housing development located in Las Vegas, Nevada converted to Project Based Section 8. The construction for all dwelling units was completed in March 2021 and 95% of the units have been leased-up as April 2021. The SNRHA self-developed this project.

In 2015 SNRHA also submitted a RAD portfolio application for several of their public housing inventory.

- First Group includes: 1) Otto Merida (AMP405), 2) Lubertha Johnson (AMP401), 3) Bennett Plaza (AMP401), 4) Hullum Homes (AMP407), 5) Jones Gardens (AMP407), 6) Sartini Plaza (AMP402) & 7) Sartini Annex (AMP402), 8) Archie Grant (South Parcel) (AMP401) and 9) Ernie Cragin Terrace (AMP406) totaling 725 public housing units.
- Second Group includes: 1) Schaffer Heights (AMP404), 2) Aida Brents (AMP403), 3) Levy Gardens (403), 4) James Down Towers (AMP402), 5) Hampton Court (AMP404), 6) Simmons (AMP406) and 7) Sherman Gardens Annex (AMP408) totaling 564 public housing units.
- CHAP approved September 2017 for the First Group. An additional 6-month extension was requested for inventory removal for Hullum Homes, Jones Gardens, Sartini Plaza, Sartini Annex, Archie Grant Park and Ernie Cragin Terrace. Extension was approved through August 2018. Permanent financing for Lubertha Johnson and Bennett Plaza was completed November 2019 to complete RAD Conversion for these two properties.

CHAPs were returned to HUD for the first and second group of units in March 2019. The SNRHA is exploring opportunities to apply for additional CHAPs for James Down Towers and various properties.

In 2015 SNRHA submitted Archie Grant Park' south parcel (AMP 401) as part of the First Group of its RAD portfolio application. The CHAP was received March 2017. The SNRHA submitted in FY 2019 a 9% Tax Credit Application for the Re-development of all 125 senior units (north and south parcels). The project has received HOME Funds allocation in the amount of \$1MIL from Clark County and applied for \$500K from City of Las Vegas. Architect has been selected for the design drawing and documents for the development. Finance closed October 2019 with construction starting October 2019 and construction completion by October December 2020. The SNRHA will self-develop this project.

Enhance SNRHA's Scattered Site Homeownership Program as lender options are available. Energy Upgrades are being completed on Scattered Site Homes that need major repairs.

SNRHA jointly with the City of Las Vegas will continue evaluating the future of the three vacant lots located in the general area of Bonanza and 28th Street [former public housing Ernie Cragin Terrace (ECT) Sites NV209, NV210 & NV213] and the proposed use to improve marketability of future housing in this area of the City.

For the past years the City of Las Vegas has been looking at the viability of building the public facilities as proposed in the master plan. Currently the city is exploring the possibility of building the park with soccer fields as proposed for Parcel 3 [28th Street & Cedar]. The Library District in partnership with the city completed a land swap with the SNRHA vacant parcel located at 28th Street & Bonanza (Parcel 2) and Library District vacant parcel located at 28th and Sunrise in July 2016. The SNRHA is exploring the possibility of developing a mixed-financed mixed-income family housing development on the 9.1 acres of vacant land located at 28th & Cedar.

SNRHA also owns several other acres of vacant land across the Las Vegas Valley; some are good candidates for new mixed-income and replacement housing. A number of parcels are also the sites of former public housing that has been demolished. SNRHA continues to evaluate best and final use for these assets including redevelopment and/or sale and/or lease of some of these vacant properties in order to bolster finances of the agency. SNRHA is also considering the sale or lease of approximately 1 acre of vacant land at the corner of Bonanza and Honolulu Street for future commercial use.

Following the Ernie Cragin Terrace (ECT) Master Plan the SNRHA submitted in 2018 a 9% Low Income Housing Tax Credits Application and a Mixed-Finance Proposal to HUD to develop one of the vacant lots. The proposed Wardelle Street Townhouses Project entails the financing for the new construction of approximately (57) family units, and a Community Center/Management Office/Maintenance Building to be located on a portion of the site of the former Ernie Cragin Terrace.

(NV210/AMP305 portion off) public housing development located at the corner of Wardelle and Bonanza APN Nos 139-25-410-039/139-25-410-040 /139-25-410-041 totaling 7.73 acres. Approximately 1.5 acres fronting Bonanza Road or Harris Street will be available for future construction of the Strong Start Academy at Wardelle which will be constructed and managed by the City of Las Vegas. The proposed unit mix will be 24-1 bedroom units, 23 2-bedroom units and 10 3-bedroom units which includes 20 public housing at <30% AMI, and 37 project based vouchers (9 at <30% & 28 at <50% AMI). The creation of these townhomes will help meet the need for affordable housing in the City of Las Vegas and will complement the City's proposed plan for an early childhood educational facility and the County's new East Las Vegas Branch public library, both on adjacent parcels. The proposed Wardelle Street townhomes will serve as a stimulus for other developments in the vicinity and promote a more vibrant neighborhood environment. SNRHA will self-develop this project. The project was selected to receive \$1 mil in HOME Funds from Clark County in February 2018 and \$1.5 mil in Home Funds from the City of Las Vegas schedule for July 2020. The 9% Low Income Housing Tax Credit Application was approved November 2018. Construction began January 2020 and completed by January 2021. Construction for the Wardelle Street Townhouses completion date was February 2021. The project consists of 20 Public Housing Units and 37 Project Based Voucher Units including Physical Accessible and Hearing-Impaired units. As of April 2021, 100% of the units were leased up.

SNRHA received Board of Commissioner Approval in February 2020 of a Memorandum of Understanding to partner with Brinshore Development LLC to govern the agency's for planning and redevelopment activity prior to entering into a Master Development Agreement for the Marble Manor public housing community.

The SNRHA is exploring options to redevelop or upgrade James Down Towers by applying for a Section 18 RAD application or utilizing the services of an energy performance contract.

HUD has provided various strategies to allow public housing to reposition its inventory. The authority is exploring the option to reposition all or a portion of its Scattered Site Homes under Section 18 repositioning. This conversion would allow the authority to ~~convert the homes under Section, sale older homes on the open market. The authority would also be able to continue its Home~~ Ownership Program for qualified enrolled in Family Self Sufficiency Program.

Five-Year Goal: Improve the quality of assisted housing.

The Authority's other modernization activities are addressing necessary work items in order of priority as established in the Capital Plan.

~~SNRHA will develop customer service surveys and analyze them to develop proactive measures.~~

SNRHA continues implementing the approved 5-Year Strategic plan.

SNRHA has introduced a training model to all agency staff designed to improve customer satisfaction.

Five-Year Goal: Increase assisted housing choices.

The Authority sold Fifty-seven (57) public housing scattered site units under its Public Housing Homeownership Program in FY03, FY04, FY05, FY06, FY07, FY08, and FY2012. Additionally, forty-six (46) Section 8 Housing Choice Voucher Homeowners are under contract.

Five-Year Goal: Improve marketability of SNRHA owned units.

The Capital Fund Program continues to include other provisions that are aimed to increase the marketability of Authority-owned units. Non-viable units and developments are identified and continue to be revitalized through various approaches.

Where marketability cannot be achieved; the Authority is requesting approval for the demolition of units and/or identifying other sources of funding to accommodate the capital needs.

Updated Physical Needs and Portfolio Assessment to identify current capital improvement needs.

Five-Year Goal: Promote self-sufficiency and economic independence of assisted households.

As of January 1, 2021, the FSS program had 0 mandatory slots, and 450 voluntary slots.

The Authority continues to develop partnerships with local service providers, training resources and educational institutions with the goal of making self-sufficiency available to all residents and participants. Year to date, we have established partnerships with a total of 93 community agencies. Commitments with these organizations are established either verbally or through MOU's.

The Authority has two homeownership programs under the Housing Choice Voucher and Public Housing Programs; each program continues to assist low-income families reach the dream of owning a home of their own.

SNRHA continues to expand its Community Partners program with public, private, and faith-based agencies.

Five-Year Goal: Increase affordable housing resources.

SNRHA Continues to evaluate its portfolio for redevelopment opportunities.

SNRHA is in the process of conducting a PNA and will develop a consolidated plan to identify sites for modernization, upgrades, and improvements. SNRHA continues implementing the approved 5-Year Strategic Plan.

Continue updating the detailed plan for replacement Housing fund.

Identify method to leverage funding resources; including using up to the allowable 20% of HCV tenant-based vouchers, for project based, starting in 2014 or as they become available. SNRHA may Project Base up to 20% of its Vouchers. The general locations for future projects will be outside of areas of high concentration of poverty and as defined in the applicable RFP. Future decisions will be in compliance with this. Project Basing will be consistent with the Agencies efforts and the community to increase affordable housing resources.

SNRHA will identify certain public housing and affordable housing sites/units for project-based assistance.

TAB 4

Annual PHA Plan <i>(Standard PHAs and Troubled PHAs)</i>	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires: 02/29/2016
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Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families.

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

Definitions.

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both of the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, or PHAS if only administering public housing.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, or at risk of being designated as troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceed 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceeds 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined, and is not PHAS or SEMAP troubled.

A.	PHA Information.
A.1	<p> PHA Name: <u>Southern Nevada Regional Housing Authority (SNRHA)</u> PHA Code: <u>NV018</u> PHA Type: <input checked="" type="checkbox"/> Standard PHA <input type="checkbox"/> Troubled PHA PHA Plan for Fiscal Year Beginning: (MM/YYYY): <u>10/2021</u> PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) Number of Public Housing (PH) Units 2241 Number of Housing Choice Vouchers (HCVs) 11895 Total Combined Units/Vouchers 14136 PHA Plan Submission Type: <input checked="" type="checkbox"/> Annual Submission <input type="checkbox"/> Revised Annual Submission </p> <p> Availability of Information. <u>SUMMARY OF RESIDENT/STAFF/PUBLIC CONSULTATION AND INPUT</u> </p> <p> The involvement of the residents, staff, and the general public is an important part of the planning process. Since many aspects of the Authority's operations have a direct effect on both, it is important to involve all stakeholders in strategic planning processes. Meetings with the Resident Advisory Board (RAB) were held to review the plan and solicit input. A complete list of attendees at each meeting is available upon request. </p> <p> The final draft was placed on public display beginning 5/27/2021 coinciding with the first advertisement of the Public Hearing. A copy of the PHA Plan and associated documents were/are available to view a copy on our website www.snvrha.org, Welcome Page, scroll down to Agency Plans section and click on "click here for all Agency Plans" and scroll down to the pdf icon for this plan. </p> <p> The Plan and Addendums will also be available at all Public Housing Community Offices as well as in the main lobby areas of SNRHA Administrative Offices located at: <ul style="list-style-type: none"> - Howard Cannon Center at 340 North 11th Street, Las Vegas, NV 89101. - W. F. Cottrell Admin Building at 5390 East Flamingo Rd., Las Vegas, NV 89122. - Housing Programs at 380 North Maryland Pkwy., Las Vegas, NV 89101. </p> <p> The comment period ended with a Public Hearing held at the Howard Cannon Center Board Chambers located at 340 North 11th Street, Las Vegas, NV 89101 on July 13, 2021 at 5:30 pm. The written comments either received in writing prior to the Public Hearing or received at the Public Hearing are included in <i>Attachment – Tab 17</i> </p>

<input type="checkbox"/> PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below) Not Applicable					
Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program	
				PH	HCV
Lead PHA:					

B. Annual Plan Elements

B.1 Revision of PHA Plan Elements.

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

Y N

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

(b) If the PHA answered yes for any element, describe the revisions for each revised element(s):

Statement of Housing Needs and Strategy for Addressing Housing Needs: Statistical Data and Strategy for Addressing Housing Needs has been updated. See Tab - 5

Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions:
Deconcentration Policies have been updated. See Tab - 6

Financial Resources: Statistical Data has been updated.
See Tab - 7

Operation and Management: Statistical Data has been updated. All Policy Revisions, including the HCV Admin Plan and ACOP, are included in the attachments. See Tab - 8

Homeownership Programs: Revisions have been made to the existing Homeownership Program. See Tab - 8G

B.1 (Cont.)

Community Service and Self-Sufficiency Programs: Statistical Data, and FSS Action Plan have been updated. See Tab - 8D

Safety and Crime Prevention: Revisions have been made to the current Safety and Crime Prevention Policies. See Tab - 8E

Pet Policy: A Section has been added to the current Pet Policy. See Tab - 8B

Asset Management: Revisions have been made to the current Asset Management Plan. See Tab - 8F

	<p>(c) The PHA must submit its Deconcentration Policy for Field Office review. See Tab - 6</p>
<p>B.2</p>	<p>New Activities.</p> <p>(a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year?</p> <p>Y N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Hope VI or Choice Neighborhoods.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Mixed Finance Modernization or Development.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Demolition and/or Disposition.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Designated Housing for Elderly and/or Disabled Families.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Conversion of Public Housing to Tenant-Based Assistance.</p> <p><input type="checkbox"/> <input type="checkbox"/> Conversion of Public Housing to Project-Based Assistance under RAD.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Occupancy by Over-Income Families.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Occupancy by Police Officers.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Non-Smoking Policies.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Project-Based Vouchers.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Units with Approved Vacancies for Modernization.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).</p> <p>(b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project based units and general locations, and describe how project basing would be consistent with the PHA Plan.</p> <p><u>Mixed Finance Modernization or Development:</u> Please refer to Demolition and/or Disposition for proposed SNRHA Mixed Finance or Development Plans. See Tab - 9</p> <p><u>Demolition and/or Disposition:</u> As a result of the Authority's extensive redevelopment activities, several of the Authority's family developments are included as considerations for demolition and/or disposition. See Tab - 10</p> <p><u>Designated Housing for Elderly and/or Disabled Families:</u> Currently, Harry Levy Gardens (NV208), James Down Towers (NV2-12), and Arthur Sartini Plaza (NV2-21) are covered under an existing Allocation Plan as designated for the elderly only. SNRHA may consider pursuing this designation for Arthur Sartini Annex (a portion of AMP402, consisting of 39 units) and Schaffer Heights (a portion of AMP404, consisting of 75 units). See Tab - 11</p> <p><u>Conversion of Public Housing to Project-Based Assistance under RAD:</u> The SNRHA continues with its efforts to convert more public housing assistance under the RAD Program. See Tab - 12</p> <p><u>Occupancy by Over-Income Families:</u> Revisions have been made to the ACOP to address Over-Income Families in accordance with HUD guidance and regulations. See Tab - 8I</p> <p><u>Non-Smoking Policies:</u> Revisions have been made to include use of ENDS. See Tab - 8I</p> <p><u>Units with Approved Vacancies for Modernization:</u> Statuses have been updated. See Tab - 13</p> <p><u>Other Capital Grant Programs:</u> SNRHA is aware of these available grants but is not planning to apply at this time. We will be considering in the near future.</p>
<p>B.3</p>	<p>Civil Rights Certification.</p> <p>Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p> <p>See Tab - 14</p>
<p>B.4</p>	<p>Most Recent Fiscal Year Audit.</p> <p>(a) Were there any findings in the most recent FY Audit?</p> <p>Y N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/></p>

	<p>(b) If yes, please describe: See Tab - 15</p>
B.5	<p>Progress Report. Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year and Annual Plan. See Tab – 3A</p>
B.6	<p>Resident Advisory Board (RAB) Comments. (a) Did the RAB(s) provide comments to the PHA Plan? Y N <input checked="" type="checkbox"/> <input type="checkbox"/> (c) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations. See Tab – 17</p>
B.7	<p>Certification by State or Local Officials. Form HUD 50077-SL, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan. See Tab – 14B</p>
B.8	<p>Troubled PHA. (a) Does the PHA have any current Memorandum of Agreement, Performance Improvement Plan, or Recovery Plan in place? Y N N/A <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> (b) If yes, please describe:</p>
C.	<p>Statement of Capital Improvements. Required for all PHAs completing this form that administer public housing and receive funding from the Capital Fund Program (CFP).</p>
C.1	<p>Capital Improvements. Include a reference here to the most recent HUD-approved 5-Year Action Plan (HUD-50075.2) and the date that it was approved by HUD. See HUD Form-50075.2 approved by HUD on 9/6/2018. See Tab – 16A See Capital Fund Program Five-Year Action Plan 2018-2022 2019-2023 and Annual Statement/Performance Evaluation Reports for 2019 / 2018 / 2017 / 2016. See Tab – 16B</p>

TAB 5

Statement of Housing Needs and Strategy for Addressing Housing Needs

A. Housing Needs of Families in the Jurisdiction by Family Type

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	Overall	Affordability	Supply	Quality	Accessibility	Size	Location
Income <= 30% of AMI	37,360	5	5	4	3	4	4
Income >30% but <=50% of AMI	40,695	5	5	4	3	4	4
Income >50% but <80% of AMI	69,759	5	4	3	3	3	3
Elderly	46,814	5	5	4	5	3	4
Families with Disabilities	38,907	5	5	4	5	3	4
White	123,384	5	4	3	2	3	3
Black	18,582	5	4	3	2	3	3
Hispanic	42,040	5	4	3	2	3	3

What sources of information did the PHA use to conduct this analysis? (Check all that apply; all materials must be made available for public inspection.)

- Consolidated Plan of the Jurisdiction/s. Indicate year: 2015-2019
- U.S. Census data: The Comprehensive Housing Affordability Strategy (“CHAS”) dataset

B. Housing Needs of Families on the Public Housing and Section 8 Tenant- Based Assistance Waiting Lists

State the housing needs of the families on the PHA’s waiting list/s. Complete one table for each type of PHA-wide waiting list administered by the PHA. PHA may provide separate tables for site-based or sub-jurisdictional public housing waiting list at their option.

Section 8	# of families	% of total families	Annual Turnover
Waiting list total	5241		
Extremely low income <=30% AMI	450	8.6%	
Very low income (>30% but <=50% AMI)	67	1.3%	
Low income (>50% but <80% AMI)	19	0.4%	
Families with children (<=17)	2467	47.1%	
Elderly families (62+)	335	6.4%	
Families with Disabilities	998	19.0%	
White	1183	22.6%	
Black	4116	78.5%	
Asian/Other	503	9.6%	
Hispanic or Latino	571	11.0%	

SNRHA has closed the waiting list for the past 1 1/2 months.

Statement of Housing Needs and Strategy for Addressing Housing Needs

Public Housing			
	# of families	% of total families	Annual Turnover
Waiting list total	12,179		
Extremely low income <=30% AMI	11,549	94.8%	
Very low income (>30% but <=50% AMI)	574	4.7%	
Low income (>50% but <80% AMI)	24	0.2%	
Families with children	1052	8.6%	
Elderly families	1128	9.3%	
Families with Disabilities	3078	25.3%	
White	2805	23%	
Black	8349	68.5%	
Asian/Other	675	5.5%	
Hispanic or Latino	1460	12%	
PHA			
Characteristics by Bedroom Size (PH Only)			
0 BR	0	0%	
1BR	4624	38%	
2 BR	3979	32.6%	
3 BR	2667	21.9%	
4 BR	908	7.5%	
5 BR	1	0.0%	

The SNRHA Public Housing wait list is **currently** closed with the exception of veterans who can apply at any time.

Designated Housing			
	# of families	% of total families	Annual Turnover
Waiting list total	1850		
Extremely low income <=30% AMI	1510	81.6%	
Very low income (>30% but <=50% AMI)	299	16.2%	
Low income (>50% but <80% AMI)	32	1.7%	
Families with children	6	0.3%	
Elderly families	876	47.4%	
Families with Disabilities	1001	54.1%	
White	703	38%	
Black	906	49%	
Asian/Other	165	8.9%	
Hispanic	262	14.2%	

Statement of Housing Needs and Strategy for Addressing Housing Needs

PHA			
Characteristics by Bedroom Size (PH Only)			
1BR	1120	60.5%	
2 BR	730	39.5%	
3 BR	0	0.0%	
4 BR	0	0.0%	
5 BR	0	0.0%	

SNRHA's Designated wait list is currently closed with the exception of veterans who can apply at any time.

Attached is the Executive Summary of Preliminary Costs forms HUD-52828 from the December 2016 Physical Needs Assessment (PNA) conducted by The Nelrod Company.

Modernization, Replacement Housing and other developments funds will be utilized to implement plan revisions. The PNA report will be reviewed and updated at least every five years.

The entire PNA report prepared by The Nelrod Company is available upon request.

A

**Physical Needs Assessment
Capital Fund Financing Program/
Operating Fund Financing Program**

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

**OMB Approval No.
(exp.)
HUD-52828**

PNA Summary

Public Reporting Burden for this collection of information is estimated to average 16 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Response to this collection of information is mandatory to obtain a benefit. The information requested does not lend itself to confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

HAName Southern Nevada Regional Housing Authority	HA Number NV018
--	--------------------

Development / AMP Name	Development / AMP Number	Immediate Need	Years 1-5	Years 6-10	Years 11-15	Years 16-20	Total	Per Unit
Elderly East	NV018002401	\$ 1,663,099.89	\$ 2,445,283.99	\$ 3,534,446.04	\$ 4,377,239.27	\$ 5,669,092.20	\$ 17,689,161.41	\$ 58,573.38
Elderly West 1	NV018002402	\$ 1,322,031.45	\$ 7,512,608.54	\$ 7,914,981.62	\$ 6,088,673.16	\$ 7,801,927.08	\$ 30,640,221.86	\$ 66,754.30
Elderly West 2	NV018002403	\$ 185.04	\$ 2,046,649.14	\$ 1,703,951.72	\$ 3,059,053.33	\$ 2,115,742.03	\$ 8,925,581.27	\$ 30,359.12
Henderson	NV018002404	\$ 507,142.83	\$ 2,689,095.11	\$ 3,029,768.29	\$ 3,123,503.72	\$ 5,142,008.00	\$ 14,491,517.95	\$ 52,696.43
Otto Merida	NV018002405	\$ 757,567.49	\$ 919,105.58	\$ 2,129,043.40	\$ 2,002,340.15	\$ 1,319,343.64	\$ 7,127,400.26	\$ 118,790.00
Family 1	NV018002406	\$ 1,484,439.75	\$ 3,305,728.48	\$ 3,164,893.81	\$ 2,597,662.67	\$ 4,231,017.77	\$ 14,783,742.47	\$ 83,523.97
Family 2	NV018002407	\$ 995,523.47	\$ 11,024,035.61	\$ 6,654,629.87	\$ 4,022,918.05	\$ 5,612,242.82	\$ 28,309,349.82	\$ 73,722.27
Family 3	NV018002408	\$ 1,569,593.08	\$ 14,553,528.71	\$ 5,685,413.68	\$ 5,348,126.76	\$ 9,203,422.96	\$ 36,360,085.19	\$ 115,796.45
Scattered Sites	NV018002409	\$ 1,995,422.08	\$ 12,824,714.70	\$ 7,370,189.34	\$ 7,978,625.36	\$ 9,680,845.71	\$ 39,849,797.19	\$ 136,471.91
Totals		\$ 10,295,005.09	\$ 57,320,749.86	\$ 41,187,317.76	\$ 38,598,142.47	\$ 50,775,642.22	\$ 198,176,857.41	\$ 77,503.66

Category	Immediate Need	Years 1-5	Years 6-10	Years 11-15	Years 16-20	Total	per Unit/Bldg/ Site/CA
Total Preliminary Estimated Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

Component	Immediate Need	Years 1-5	Years 6-10	Years 11-15	Years 16-20	Total	Per Unit
Windows	\$ 1,321,538.63	\$ 7,797,719.22	\$ 110,440.55	\$ 80,373.40	\$ 344,397.94	\$ 9,654,469.75	\$ 3,628.14
Roofs	\$ 148,529.31	\$ 1,272,712.21	\$ 442,707.96	\$ 1,590,140.59	\$ 2,233,511.33	\$ 5,687,601.40	\$ 2,137.39
Kitchen	\$ 837,267.98	\$ 5,313,625.31	\$ 5,329,217.54	\$ 3,753,887.42	\$ 4,836,682.24	\$ 20,070,680.49	\$ 7,542.53
Bathroom	\$ 101,577.55	\$ 3,515,724.12	\$ 1,472,106.12	\$ 3,272,537.49	\$ 3,309,453.50	\$ 11,671,398.78	\$ 4,386.09
Walls	\$ 215,678.59	\$ 1,384,020.44	\$ 2,866,544.15	\$ 1,754,411.10	\$ 2,096,943.45	\$ 8,317,597.72	\$ 3,125.74
Total Preliminary Estimated Cost	\$ 2,624,592.07	\$ 19,283,801.31	\$ 10,221,016.32	\$ 10,451,349.99	\$ 12,820,988.45	\$ 55,401,748.14	\$ 20,819.90

B

Strategy for Addressing Housing Needs

Below is a brief description of SNRHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year:

(1) Strategies:

Need: Shortage of affordable housing for all eligible populations

Strategy 1. Maximize the number of affordable units available to the PHA within its current resources by:

- Employ effective maintenance and management policies to minimize the number of public housing units off-line
- Reduce turnover time for vacated public housing units
- Reduce time to renovate public housing units
- Seek replacement of public housing units lost to the inventory through mixed finance development
- Seek replacement of public housing units lost to the inventory through section 8 replacement housing resources
- Maintain or increase section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction
- Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required
- Maintain or increase section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration
- Maintain or increase section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program
- Participate in the Consolidated Plan development process to ensure coordination with broader community strategies
- Participate with City of Las Vegas and Community Partners/Stakeholders HUNDRED Plan in Action strategy sessions to address increasing public and affordable housing in conjunction with the Historic Westside Development plans

Strategy 2: Increase the number of affordable housing units by:

- Apply for additional section 8 units should they become available
- Leverage affordable housing resources in the community through the creation of mixed - finance housing
- Pursue housing resources other than public housing or Section 8 tenant-based assistance.
- Pursue opportunities, including new construction, available under HUD's Faircloth-to-RAD Conversions

Need: Specific Family Types: Families at or below 30% of median

Strategy 1: Target available assistance to families at or below 30 % of AMI

- Exceed HUD federal targeting requirements for families at or below 30% of AMI in public housing
- Exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based section 8 assistance
- Employ admissions preferences aimed at families with economic hardships
- Adopt rent policies to support and encourage work

Strategy for Addressing Housing Needs

Need: Specific Family Types: Families at or below 50% of median

Strategy 1: Target available assistance to families at or below 50% of AMI

- Employ admissions preferences aimed at families who are working
- Adopt rent policies to support and encourage work

Need: Specific Family Types: The Elderly

Strategy 1: Target available assistance to the elderly:

- Seek designation of public housing for the elderly
- Apply for special-purpose vouchers targeted to the elderly, should they become available

Need: Specific Family Types: Families with Disabilities

Strategy 1: Target available assistance to Families with Disabilities:

- Seek designation of public housing for families with disabilities
- Carry out the modifications needed in public housing based on the section 504 Needs Assessment for Public Housing
- Apply for special-purpose vouchers targeted to families with disabilities, should they become available
- Affirmatively market to local non-profit agencies that assist families with disabilities

Need: Specific Family Types: Races or ethnicities with disproportionate housing needs

Strategy 1: Increase awareness of PHA resources among families of races and ethnicities with disproportionate needs:

- Affirmatively market to races/ethnicities shown to have disproportionate housing needs
- Continuing implementation of the Limited English Proficiency Plan in conjunction with SNRHA's Affirmative Marketing Plan to ensure all eligible applicants/participants have equal access to all programs and services.

Strategy 2: Conduct activities to affirmatively further fair housing

- Counsel section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units
- Market the section 8 program to owners outside of areas of poverty /minority concentrations
- Develop marketing tools such as flyers and brochures to educate eligible applicants of available programs and resources.
- Participate in community activities that are likely to be attended by person who are LEP and minorities to promote programs and services.
- Develop a strong Public relations system which may include radio and television appearances.

Other Housing Needs & Strategies: (list needs and strategies below)

(2) Reasons for Selecting Strategies

The factors listed below, influenced the PHA's selection of the strategies it will pursue:

- Funding constraints
- Staffing constraints

Strategy for Addressing Housing Needs

- Limited availability of sites for assisted housing
- Extent to which particular housing needs are met by other organizations in the community
- Evidence of housing needs as demonstrated in the Consolidated Plan and other information available to the PHA
- Influence of the housing market on PHA programs
- Community priorities regarding housing assistance
- Results of consultation with local or state government
- Results of consultation with residents and the Resident Advisory Board
- Results of consultation with advocacy groups

The Authority has reviewed data utilized in the Housing Needs Assessment, incorporated new data where available, and has found no significant changes in the housing needs in Southern Nevada.

The Authority continues to incorporate an assessment of specific need when considering any significant modernization, revitalization, or development initiatives. The Authority shall also increase the percentage of fully accessible units for disabled tenants as well as develop and implement a strong Affirmative Fair Marketing Plan. This Plan shall include Limited English Proficiency (LEP) strategies to ensure LEP persons have full access to housing, including homeowners and other services. All activities remain consistent with the City of Las Vegas, City of North Las Vegas, Clark County and City of Henderson Consolidation Plans.

TAB 6

Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions:

A. Public Housing (PH)

(i.) Eligibility

- a. SNRHA verifies eligibility for admission to public housing as follows:
 - SNRHA pulls applicants from its waiting list based on historical data relating to the number of future vacancies and percentage of withdrawn applicants that are pulled to ensure an adequate pool of certified eligible applicants are always available for units as they become vacant and available. When applicants are pulled, all verification of preferences and other eligibility requirements are completed as well as a full application
- b. SNRHA uses the following non-income (screening) factors to establish eligibility for admission to public housing
 - Criminal or Drug-related activity
 - Requesting criminal records from FBI, local law and State law enforcement agencies for screening purposes.
 - Rental history
- c. SNRHA checks to ensure no bad debt is owed to any other housing authority, by use of the EIV System:
 - Reviewing for current housing assistance and/or past terminations of assistance or debts owed.

(ii) Waiting List Organization

- a. SNRHA uses the following methods to organize its public housing waiting list Community-wide list
 - Site-based waiting lists for designated communities through centralized system as described in the ACOP
- b. Interested persons may apply for admission to public housing at the following location:
 - PHA main administrative offices or by downloading an application from its website and mailing in the application.
- c. SNRHA operates one (1) site-based waiting list for public housing. All site-based wait lists were previously HUD approved. Families may be on all open lists for which they qualify.
- d. Interested persons may obtain more information about and sign up to be on the site-based waiting lists at the following location:
 - PHA main administrative offices

(iii) Assignment

Applicants will be given one vacant unit choice before they are withdrawn from the wait list. The exception to this policy would be if the applicant was offered an incorrect unit for their needs or in the case of a reasonable accommodations request.

Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions:

(iv) Admissions Preferences

- a. Income targeting:
 - SNRHA plans to exceed the federal targeting requirements by targeting more than 40% of all new admissions to public housing to families at or below 30%.
- b. Transfer policies:

Transfers take precedence over new admissions in the following instances:

 - Emergencies (including VAWA)
 - Medical justification
 - Administrative reasons determined by the PHA (e.g., to permit modernization work, community safety)

c. Preferences

SNRHA has established the following preferences for admission to public housing (other than date and time of application):

Former Federal preferences:

- Federally declared disasters

Other preferences: (select below)

- Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work in the jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Other preference(s) (list below)
- Disabled Veteran
- Family of a deceased veteran
- Homeless Referral preference

SNRHA does use income targeting preferences for waitlist selection.

(v) Occupancy

- a. Applicants and residents can use the following reference materials to obtain information about the rules of occupancy of public housing:
 - The PHA-resident lease
 - The PHA's Admissions and Continued Occupancy policy
 - PHA briefing seminars or written materials
- b. Residents must notify the SNRHA of changes in family composition in the following circumstance:
 - In writing within 10 calendar days, anytime a change in income or family composition occurs.

(vi) Deconcentration and Income Mixing

- a. SNRHA conducted an analysis of its family (general occupancy) developments to determine concentrations of poverty to indicate the need for measures to promote deconcentration of poverty or income mixing.
- b. SNRHA adopted the following changes to its admissions policies based on the results of the required analysis of the need to promote deconcentration of poverty or to assure income mixing:

Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions:

- c. Did the SNRHA adopt the following changes to other policies based on the results of the required analysis the need for deconcentration of poverty and income mixing? **YES**

If the answer to c was yes, how would you describe these changes? (Select all that apply)

- Additional affirmative marketing
 - Actions to improve the marketability of certain developments
- f. Based on the results of the required analysis, the SNRHA will make special efforts to attract or retain higher-income families in the following developments:
- Sherman Gardens AMP 408 (NV 214)
 - Villa Capri AMP 408 (NV 215)
 - Arthur Sartini Annex AMP 402 (NV223)
 - Scattered Sites North AMP 409 (NV247)
- g. Based on the results of the required analysis, SNRHA will make special efforts to assure access for lower-income families for the following developments:
- AMP 408 (NV214 & NV215)
 - AMP 402 (NV223)

B. Housing Choice Voucher (HCV)

Exemptions: PHAs that do not administer HCV are not required to complete sub-component 3B. Unless otherwise specified, all questions in this section apply only to the tenant-based Section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).

(i) Eligibility

SNRHA conducts screening to determine criminal and drug-related activity, more extensively than required by law or regulations.

SNRHA request criminal records from local law enforcement agencies for screening purposes. This includes FBI access from the FBI for screening purposes.

SNRHA shall provide the current address and if known prior address and landlord.

Project-Based Voucher Program; After one year participants are eligible to receive a tenant based voucher “if” funding is available and they have given a proper (60 days) notice to their manager and have no pending evictions for unpaid debts.

Applications for admissions are done Online.

(ii) Search Time

SNRHA will give extensions on standard 60-day period to search for a unit, in the event the applicant can demonstrate an effort to find housing at the discretion of the PHA and as a reasonable accommodation for disabled applicants. Additionally, SNRHA shall issue vouchers to disabled participants for 90 days for their initial search. The SNRHA may extend an additional 30 days as a reasonable accommodation.

Income targeting

- SNRHA does not plan to exceed the federal targeting requirements by targeting more than 75% of all new admissions to the section 8 program to families at or below 30% of median area income

Preferences

Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions:

SNRHA has established preferences for admission to Section 8 tenant-based assistance. The weighted value is in the order listed with none having equal weights.

- Former Federal preferences
- Federally declared disasters
- Foster youth aging out of the foster care system
- FUP/VASH referrals

SNRHA does employ admissions preferences in the following order of priority. None have equal weight:

- Involuntary Displacement - Federally declared disasters
- Foster Youth Aging Out of the Foster Care System - limited to 10 per year
- Family Unification referrals
- Working preference which includes elderly and disabled and those applicants enrolled in a training program.
- Veteran Preferences
- Resident Preferences

Among applicants on the waiting list with equal preference status, they are then selected by date and time of their applications.

SNRHA does employ preferences for residents who live and/or work in the jurisdiction and it has been approved by HUD.

Relationship of preferences to income targeting requirements: This is not applicable.

(ii) Special Purpose Section 8 Assistance Programs

The documents or other reference materials are the policies governing eligibility, selection, and admissions to any special-purpose section 8 program administered by the PHA contained within the Section 8 Administrative Plan and HCV Briefing Packets

SNRHA announces the availability of any special funding using public notices in all local newspapers as well as via faxes to organizations that service low-income families, including seniors and disabled.

A



- An assisted family or member of the family must not receive HCV program assistance while receiving another housing subsidy, for the same unit or a different unit under any other federal, state or local housing assistance program
- A family must not receive HCV program assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities [Form HUD-52646, Voucher.]

Moves

Participants will be reissued a voucher to move once they provide a valid Vacate Notice or have a valid move approved by SNRHA. This includes participants moving within our jurisdiction and participants porting out. SNRHA shall assist outgoing ports in identifying the correct PHA within the area they are moving. Participants cannot exercise the portability right if they would be in violation of their lease or entered the program from a location other than Clark County and have not lived in SNRHA's jurisdiction for at least one (1) year. SNRHA shall not issue a voucher to the participant if any form of an eviction notice "for cause" has been served and submitted to SNRHA. The owner/agent shall have no more than 30 calendar days to submit a court order summary of judgment to SNRHA. If SNRHA does not receive this document within 30 calendar days of the notice to vacate, the family shall be issued a voucher, if they have provided a written 30 calendar days notice to their property owner or manager. The family's assistance may still be terminated if a summary of judgment is received even after they have moved or been issued a voucher to move, as SNRHA shall consider the summary of eviction for cause as documentation of a serious lease violation.

Program participants with disabilities who need to move to a new unit for reasons related to their disability must first receive approval from SNRHA's 504 Coordinator which shall be verified by their doctor or other professional medical provider. Then additional approval from the owner as documented by the owner/manager signing a mutual rescission form shall be required. If such permission is obtained, SNRHA will permit the family to move.

Owner Briefing

Briefings are held for owners as needed to market the Section 8 Housing Choice Voucher Program. Prospective owners are also welcome. The purpose of the briefing is to assure successful owner participation in the program. The briefing covers the responsibilities and roles of the three (3) parties.

ENCOURAGING PARTICIPATION IN AREAS WITHOUT LOW INCOME OR MINORITY CONCENTRATION

SNRHA is committed to providing its Housing Choice Voucher participants with the broadest possible range of housing choices. At the briefing, families are provided information to search for housing in non-impacted areas. Non-impacted area is defined as census tracts within Clark County that are neither poverty-impacted areas nor areas of racial concentration and identified by Clark County and HUD's voluntary compliance agreement (VCA.).



SNRHA has areas of poverty and minority concentration clearly delineated in order to provide families with information and encouragement in seeking housing opportunities outside highly concentrated areas. SNRHA encourages participation by owners of units outside of areas of poverty and minority concentration. SNRHA will also continue to use media and other educational forums to promote the Housing Choice Program throughout all communities. This outreach includes developing partnerships with agencies that represent the disabled population within our communities.

SNRHA has developed and provides all participants with its deconcentration map that show various areas and information about facilities and services in neighboring areas such as schools, transportation, and supportive and social services.

SNRHA will investigate and analyze when Voucher holders are experiencing difficulties locating or obtaining housing units outside areas of concentration. A report of where families are currently leased vs. where families are moving will be maintained for SEMAP reporting purposes, which address deconcentration efforts of SNRHA.

The assistance provided to such families may include:

- Providing families with a search record form to gather and record information
- Direct contact with landlords
- Counseling with the family
- Providing information about services in various non-impacted areas
- Meeting with neighborhood groups to promote understanding
- Formal or informal discussions with landlord groups
- Formal or informal discussions with social service agencies

SNRHA shall provide all applicants at their briefing an explanation of portability under the Housing Choice Voucher Program, including in the packet shall be a listing of the names and phone numbers of contact persons at neighboring housing authorities.

ASSISTANCE TO FAMILIES WHO CLAIM DISCRIMINATION

SNRHA will give participants a copy of HUD form 903 to file a complaint.

(See Chapter 2 regarding Fair Housing and Reasonable Accommodation)

SECURITY DEPOSIT REQUIREMENTS [24 CFR 982.313]

Leases Effective on or after October 2, 1995

The owner is not required to - but may - collect a one (1) month security deposit from the tenant.

The owner may collect a security deposit from the tenant family that does not exceed one month's contract rent, which has been to be private market practice. If the owner collects less than one (1) month's rent as security deposit from unassisted rental units, the security deposits on the Section 8 assisted units must be established at the same amount.

B



30% of SNRHA admissions to public housing will be to extremely low-income families. The fungibility floor is the number of units that cause SNRHA overall requirement for housing extremely low-income families to drop to 30% of its newly available units.

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

Low Income Family Admissions

Once SNRHA has met the 40% targeted income requirement for new admissions of extremely low-income families, SNRHA will fill the remainder of its new admission units with families whose incomes do not exceed 80% of the HUD approved area median income.

H. UNITS DESIGNATED FOR THE ELDERLY

In accordance with the 1996 Housing Act, Head or Spouse must be at least 62 years of age to be selected for admission to such units or buildings covered by a HUD-approved Allocation Plan, except for the units which are accessible, which may be offered to persons with disabilities.

I. UNITS DESIGNATED FOR THE DISABLED

SNRHA has no HUD-approved disabled-only designated developments.

J. MIXED POPULATION UNITS

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

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

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

K. GENERAL OCCUPANCY UNITS

General occupancy units are designed to house all populations of eligible families. In accordance with SNRHA occupancy standards, eligible families not needing units designed with special features or units designed for special populations will be admitted to SNRHA general occupancy units.

SNRHA will use its local preference system as stated in this chapter for admission of eligible families to its general occupancy units.

L. DECONCENTRATION OF POVERTY AND INCOME-MIXING

SNRHA admission policy is designed to provide for de-concentration of poverty and income mixing by bringing higher income tenants into lower income communities and lower income tenants into higher income communities.



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

Skipping of a family on the waiting list specifically to reach another family with a lower or higher income is not to be considered an adverse action to the family. Such skipping will be uniformly applied until the target threshold is met.

SNRHA will gather data and analyze, at least annually, the tenant characteristics of its public housing stock, including information regarding tenant incomes, to assist in SNRHA de-concentration efforts.

SNRHA will use the gathered tenant income information in its assessment of its public housing developments to determine the appropriate designation to be assigned to the community for the purpose of assisting SNRHA in its de-concentration goals.

If SNRHA annual review of tenant incomes indicates that there has been a significant change in the tenant income characteristics of a particular community, SNRHA will evaluate the changes. SNRHA will determine whether, based on SNRHA methodology of choice, the community needs to be re-designated as a higher or lower income community or whether SNRHA has met the de-concentration goals and the community needs no particular designation.

Deconcentration and Income-Mixing Goals

Admission policies related to the de-concentration efforts of SNRHA do not impose specific quotas. Therefore, SNRHA will not set specific quotas, but will strive to achieve de-concentration and income mixing in its developments.

SNRHA income-mixing goal is a long-range goal and may not be achieved in the first year of implementation. SNRHA will use its annual analysis of its public housing stock and tenant incomes to provide benchmarks for SNRHA.

SNRHA income-mixing goal, in conjunction with the requirement to achieve income targeting, will be achieved via unit offer procedures described in Section O of this chapter.

Community Designation Methodology

Aggregate Average Method

SNRHA will review the annual resident income of all family sites to develop an average annual income, which will be used as a baseline. Developments with an average annual income above that baseline will be considered higher income developments, and developments with an average annual income below the baseline will be considered lower income developments.

Upon analyzing its findings SNRHA will apply the policies, measures and incentives listed in Section P of this chapter to bring higher income families into lower income developments.

SNRHA Incentives for Higher Income Families

Covered in Section O of this Chapter.

M. REMOVAL FROM WAITING LIST AND PURGING [24 CFR 960.204(a)]

TAB 7

Financial Resources

New financial data was generated and incorporated into the Assessment of Financial Resources. Refer to the template for information.

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
1. Federal Grants (FY2016)		
a) Public Housing Operating Fund	\$13,151,205	Estimated for 2021
b) Public Housing Capital Fund	\$4,839,376	2021 Allocation
c) HOPE VI Revitalization		
d) HOPE VI Demolition		
e) Annual Contributions for Section 8 Tenant-Based Assistance	\$119,495,063	Estimated for 2021
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)		
g) Resident Opportunity and Self-Sufficiency Grants	\$697,609	
h) Community Development Block Grant		
i) HOME		
Other Federal Grants (list below)		
FFY20 – CFP NV01P018501-20	\$4,615,860	2020 Allocation
FFY19 – CFP NV01P018501-19	\$4,703,273	2019 Allocation
FFY18 – CFP NV01P018501-18	\$4,889,270	Revised 2018 Allocation
FFY 17 – CFP NV01P018501-17	\$3,157,888	2017 Allocation
2. Prior Year Federal Grants (unobligated funds only) (list below)		
3. Public Housing Dwelling Rental Income		
	\$5,680,000	
4. Other income (list below)		
Interest on general fund investments	\$76,350	
Non-dwelling rental income	\$0	
Other Income	\$158,500	
Management Fee (internal)	\$5,934,740	
5. Non-federal sources (list below)		

Financial Resources

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
Housing Choice Voucher Pre-2003	\$2,141,866	Any housing related resources
Disposition Proceed/Developer Fees	\$7,635,823	Proceed from sale of PHA units to be used for the development of new and rehabilitation of PHA units
Revised Total Resources	\$177,151,256	Operations, Resident Programs and Capital needs and Replacement Housing

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

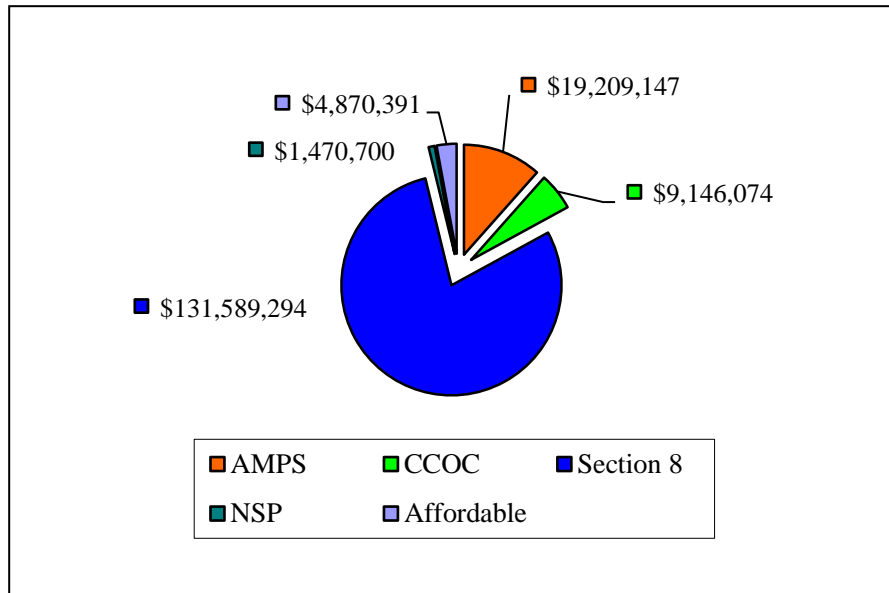
Assessment of Financial Resources

The assessment of financial resources is intended to describe the major sources and uses of funds available for the achievement of goals and objectives outlined in the Five Year Plan or supporting operational documents and plans. Some of the resources are restrictive in the use as defined in regulation or law and this information is available within the applicable regulations for each program or activity. To generate this Assessment of Financial Resources, information was taken from the following sources:

- FY 2021 Public Housing Operating Budget (FYE 09/30/21)
- FY 2021 Central Office Cost Center (FYE 09/30/21)
- FY 2021 Housing Choice Voucher Program Budget (FYE 09/30/21)
- FY 2021 Affordable Housing Budget (FYE 09/30/21)
- FY 2021 Neighborhood Stabilization Program (FYE 09/30/21)
- FFY 2021 Capital Fund Program Budget

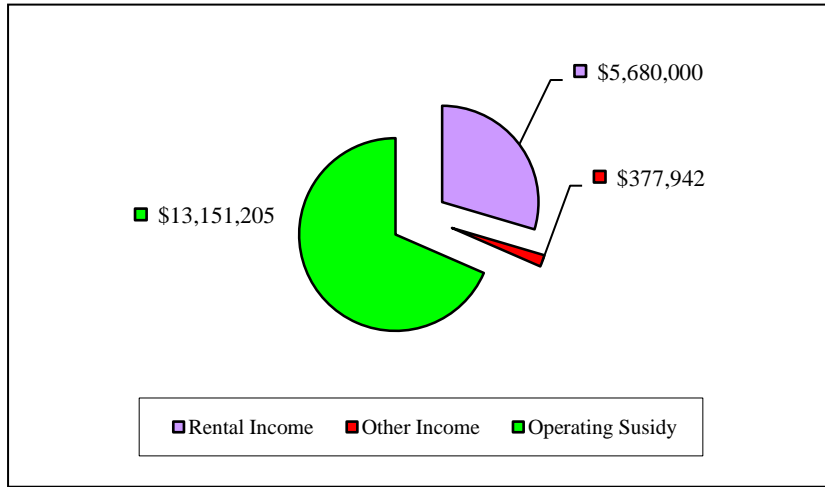
The following charts summarize the financial health of the Authority. Generally, operating funds are for the current fiscal year (PHA FYE 09/30/21) and special revenue funds are for the current federal fiscal year. The PHA is assuming that operating revenue for FY 2021 will remain constant.

**SUMMARY OF INCOME – AGENCY-WIDE
FISCAL YEAR ENDING SEPTEMBER 30, 2021**



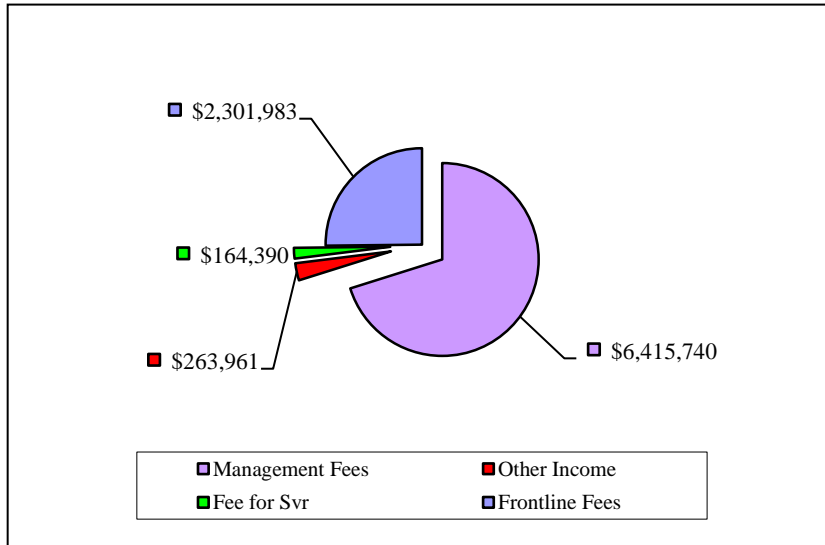
Based on FY 2021, operating budgets total \$166,285,606. The Low Income Public Housing Program Asset Management Projects (AMPS) account for 12% and the Central Office Cost Center account for 5%, the Housing Choice Voucher Program accounts for 79%, the Affordable Housing Program accounts for 3%, and the Neighborhood Stabilization Program accounts for 1% of the agency’s operating revenue. Sources of income for each program are detailed in the following charts and are based on FY 2021 program budgets.

**BREAKDOWN OF INCOME SOURCES – LOW RENT PUBLIC HOUSING PROGRAM - AMPS
FISCAL YEAR ENDING SEPTEMBER 30, 2021**



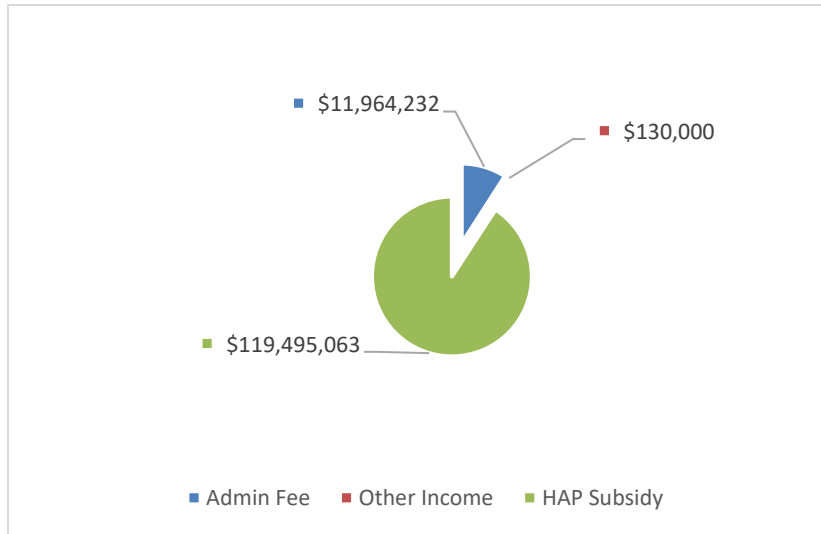
Rental Income represents 30% of total LIPH receipts, Other Income (Includes amount from Interest for Other Programs) represents 2% of total LIPH receipts, and Operating Subsidy from HUD represents 68% of total LIPH –AMPS receipts.

**BREAKDOWN OF INCOME SOURCES – CENTRAL OFFICE COST CENTER (CCOC)
FISCAL YEAR ENDING SEPTEMBER 30, 2021**



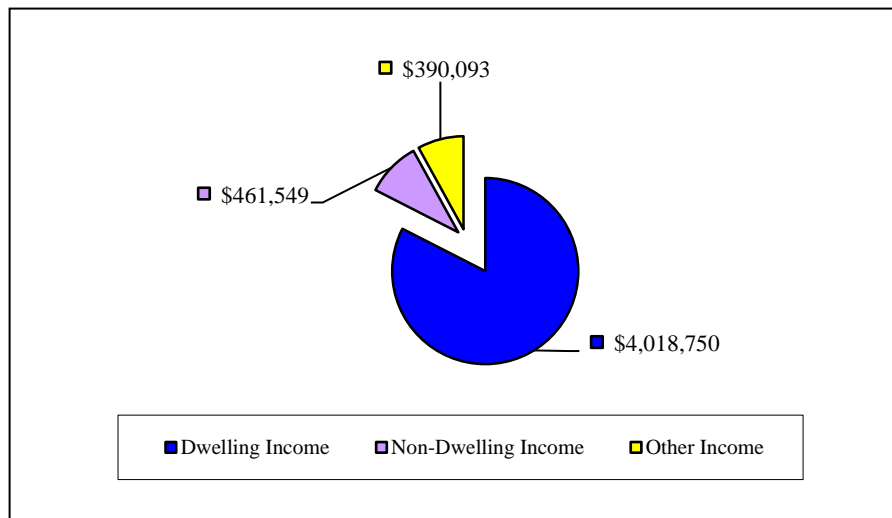
Management Fees Income represents 70% of total Central Office Cost Center (CCOC) receipt, Other Income (includes interest income and other income) represents 3% of total CCOC receipts, Fee for Service income totals 2%, and Frontline income represents 25% of total CCOC receipts.

**BREAKDOWN OF INCOME SOURCES – HOUSING CHOICE VOUCHER PROGRAM
FISCAL YEAR ENDING SEPTEMBER 30, 2021**



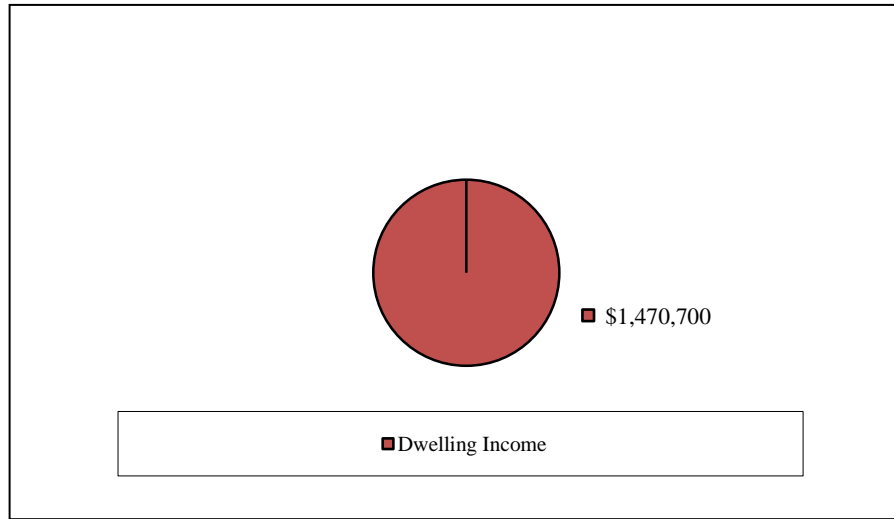
Administrative Fees represent 9% of total Housing Choice Voucher Program receipts, Other Income represents less than .1% of total Housing Choice Voucher receipts, and HAP Subsidy from HUD represents 91% of total Housing Choice Voucher Program receipts.

**BREAKDOWN OF INCOME SOURCES – AFFORDABLE HOUSING PROGRAM
FISCAL YEAR ENDING SEPTEMBER 30, 2021**



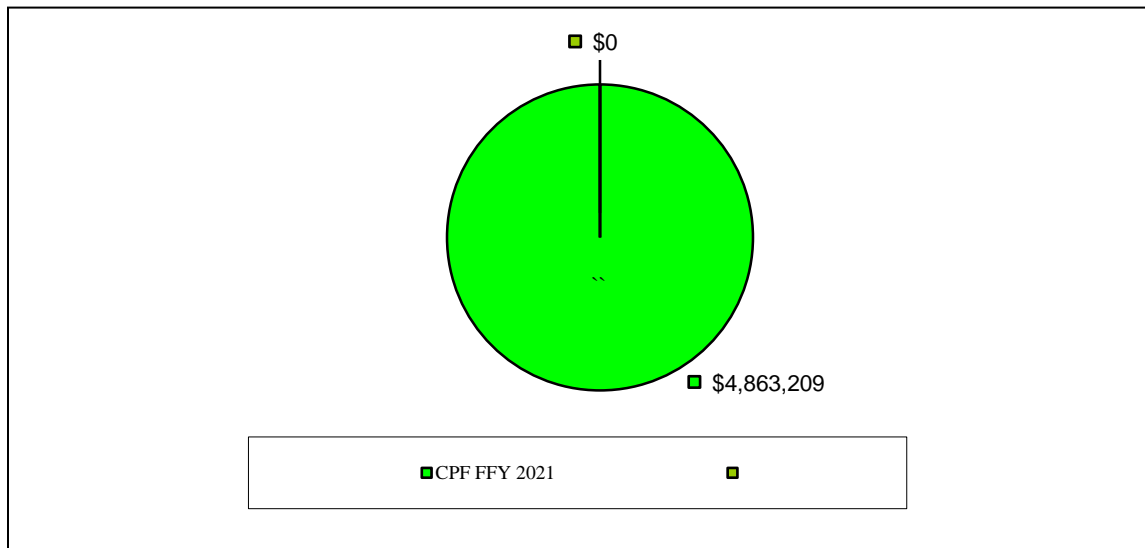
Dwelling Income represents 83% of total Affordable Housing receipts, Non-Dwelling Income represents 9% of total Affordable Housing receipts, and Other Income represents 8% of total Affordable Housing receipts.

**BREAKDOWN OF INCOME SOURCES – NEIGHBORHOOD STABILIZATION PROGRAM
FISCAL YEAR ENDING SEPTEMBER 30, 2021**



Dwelling Income represents 100% of total Neighborhood Stabilization Program’s receipts.

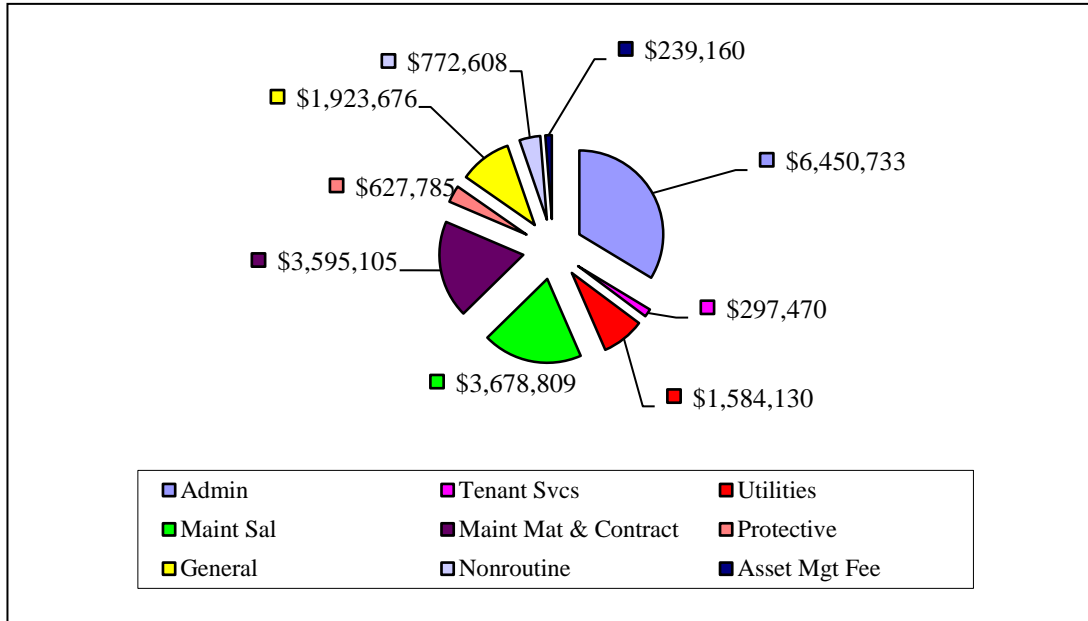
INCOME FROM SPECIAL REVENUE FUNDS



All special revenue funds are from HUD FFY 2021 and are awarded during the PHA’s FY 2021 based on budgets submitted with this plan. Of special revenue funds, the Capital Fund Program represents 100% of funding. Total special revenue funds are \$4,863,209 resulting in total agency income for FY 2021 of \$171,148,815.

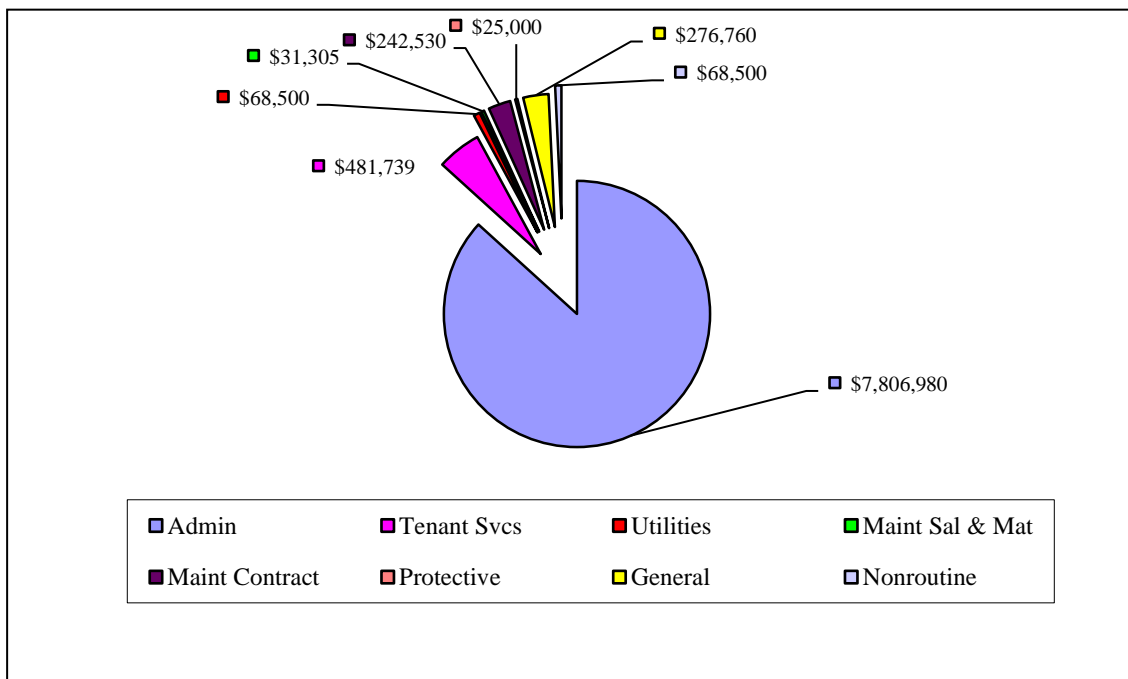
Estimated Expenditures – Public Housing Program-AMPS

FISCAL YEAR ENDING SEPTEMBER 30, 2021



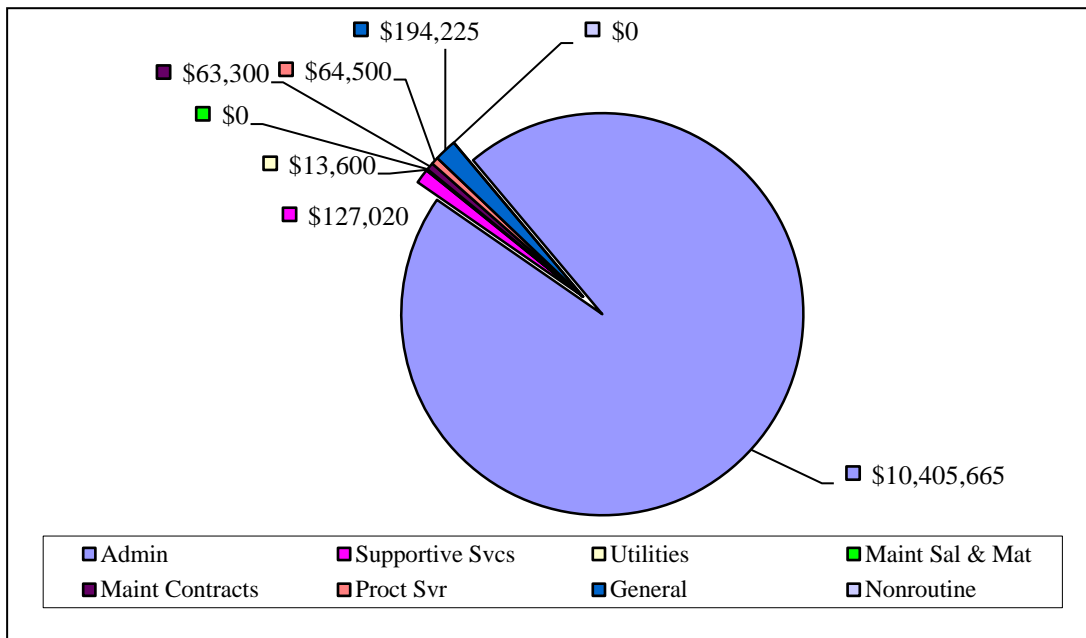
Estimated Expenditures – Central Office Cost Center-COCC

FISCAL YEAR ENDING SEPTEMBER 30, 2021



Estimated Expenditures – Housing Choice Voucher Program

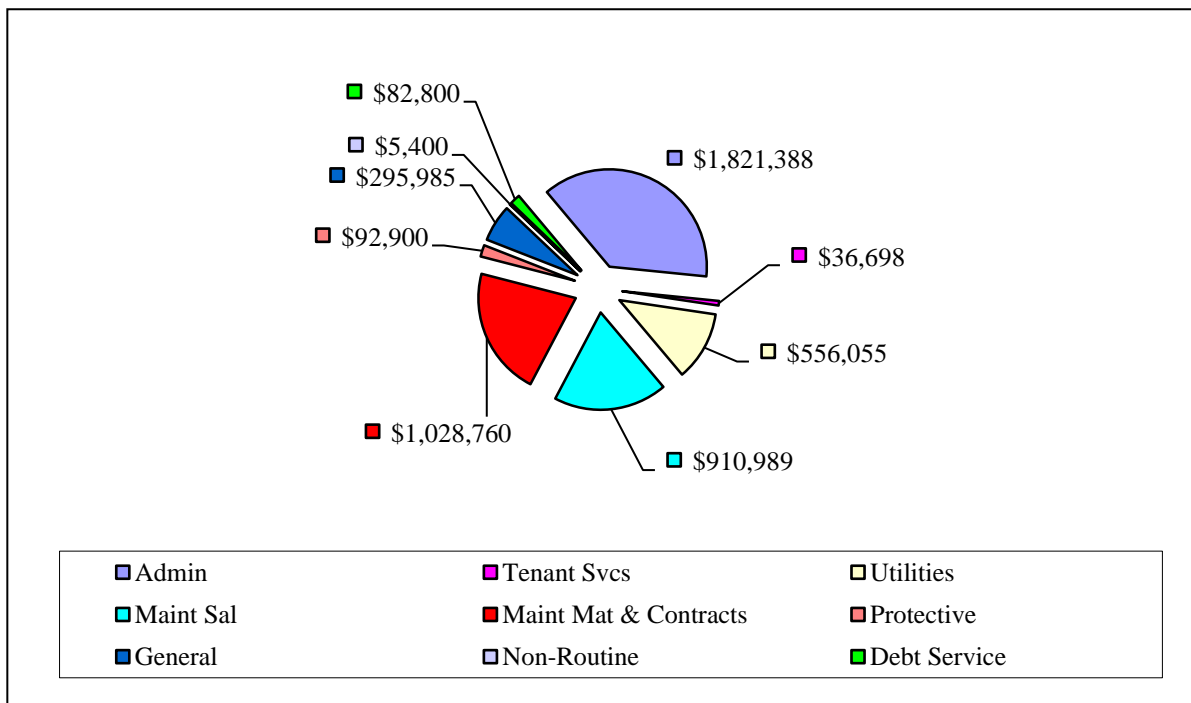
FISCAL YEAR ENDING SEPTEMBER 30, 2021



The above Housing Choice Voucher Program expenditures do not include \$119,914,863 in HAP Payments.

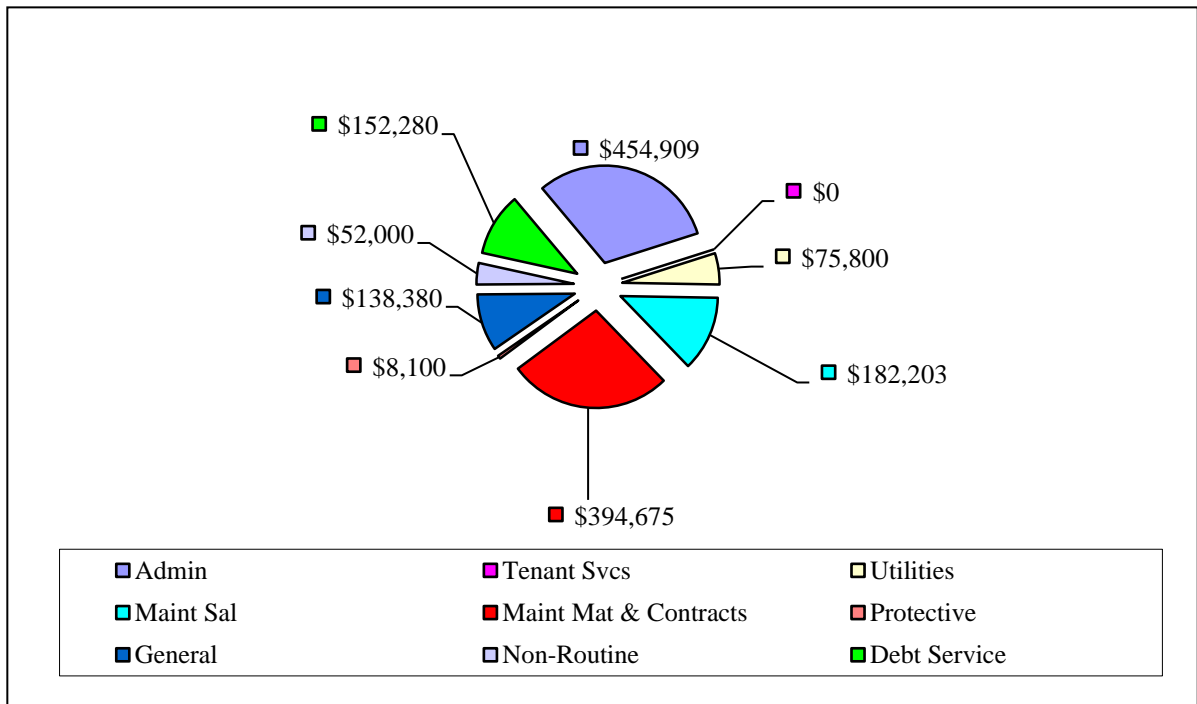
Estimated Expenditures – Affordable Housing Program

FISCAL YEAR ENDING SEPTEMBER 30, 2021



The above Affordable Housing expenditures are based on the FY 2021 budget.

Estimated Expenditures – NEIGHBORHOOD STABILIZATION Program
FISCAL YEAR ENDING SEPTEMBER 30, 2021



The above Neighborhood Stabilization Program expenditures are based on the FY 2021 budget.

TAB 8

Operation and Management

A. HUD Programs under PHA Management

The following is a list of Federal Programs administered by SNRHA, number of families served at the beginning of the upcoming fiscal year, and expected turnover in each:

Program Name	Units or Families Served at Year Beginning	Expected Turnover
Public Housing	2241	18.7%
Section 8 Vouchers	7327	8%
Section 8 Certificates	N/A	
Section 8 Mod Rehab	N/A	
Special Purpose Section 8 Certificates/Vouchers (list individually)		
VASH	1381	18.4%
NED	1576	4.6%
MAIN5	184	4.2%
FUP	365	9.3%
RAD PH	845	5.9%
PBV	179	7.6%
VASH/PBV	38	0.0%
Public Housing Drug Elimination Program (PHDEP)	N/A	
Other Federal Programs(list individually)	N/A	

B. Management and Maintenance Policies

The following is a list of our public housing management and maintenance policy documents, manuals and handbooks that contain the Agency's rules, standards, and policies that govern maintenance and management of public housing, including a description of any measures necessary for the prevention or eradication of pest infestation (which includes cockroach infestation) and the policies governing Section 8 management.

(i) Public Housing Maintenance and Management:

- Admissions and Continued Occupancy Policy
- Emergency Maintenance Policy
- Additionally, SNRHA has a pest control program to prevent and address any pest control infestations. SNRHA addresses bed bug issues aggressively on an as needed basis in conjunction with resident cooperation, through the use of multiple remedies, including chemical and heat treatments.

(ii) Section 8 Management:

- Administrative Plan

A

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Document: Administrative Plan (HP) ACOP (PH) Other

Chapter	Page	Section	Add (A) Delete (D) Change (C)	Proposed Language	(x) if proposed change requires training
i	2	Resources	C	<p>Code of Federal Regulations http://www.gpoaccess.gov/efr/index.htmlhttps://www.ecfr.gov</p>	
i	2	Resources	C	<p>Earned Income Disregard FAQ www.hud.gov/offices/pih/phr/about/ao_faq_eid.efmhttps://www.hud.gov/program_offices/public_indian_housing/phr/about/ao_faq_eid</p>	
i	2	Resources	C	<p>Enterprise Income Verification (EIV) System, Security Procedures for Upfront Income Verification data http://www.hud.gov/offices/pih/programs/ph/rhiip/does/eivseeguidepha.pdfhttps://www.hud.gov/sites/documents/EIVSECGUIDEPHA.PDF</p>	
i	2	Resources	C	<p>Executive Order 11063 http://www.hud.gov/offices/fheo/FHLaws/EXO11063.efmhttps://www.archives.gov/federal-register/codification/executive-order/11063.html</p>	
i	2	Resources	C	<p>Federal Register http://www.access.gpo.gov/su_docs/aces/fr-cont.htmlhttps://www.federalregister.gov/</p>	
i	2	Resources	D	<p>General Income and Rent Determination FAQs www.hud.gov/offices/pih/programs/ph/rhiip/faq_gird.efm</p>	
i	3	Resources	C	<p>Housing Choice Voucher Program Guidebook (7420.10G), April 2001 Updated Chapters https://www.hud.gov/program_offices/public_indian_housing/programs/hcv/guidebook</p>	

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Chapter	Page	Section	Add (A) Delete (D) Change (C)	Proposed Language	(x) if proposed change requires training
i	3	Resources	C	<p>Joint Statement of the Department of Housing and Urban Development and the Department of Justice, issued May 17, 2004</p> <p>http://www.hud.gov/offices/fheo/library/huddojstatement.pdfhttps://www.justice.gov/sites/default/files/crt/legacy/2010/12/14/joint_statement_ra.pdf</p>	
i	3	Resources	C	<p>Notice of Guidance to Federal Assistance Recipients Regarding Title VI Prohibition Affecting Limited English Proficient Persons, published December 19, 2003 <u>January 22, 2007</u></p> <p>http://www.hud.gov/offices/fheo/promotingfh/FederalRegisterpublishedguidancee.pdfhttps://www.lep.gov/guidance/HUD_guidance_Jan07.pdf</p>	
i	3	Resources	A	<p>Notice PIH 2010-26 (HA), Nondiscrimination and Accessibility Notice https://www.hud.gov/sites/documents/DOC_8993.PDF</p> <p>Notice PIH 2017-12, Administrative Guidance for Effective and Mandated Use of the Enterprise Income Verification (EIV) System https://www.hud.gov/sites/documents/PIH2017-12EIVNOTICE.PDF</p>	
i	3	Resources	C	<p>Notice PIH 2018-24, Verification of Social Security Numbers (SSNs) and Supplemental Security Income (SSI) Benefits; and Effective Use of the Enterprise Income Verification (EIV) System’s Identity Verification Report</p> <p>http://portal.hud.gov/huddoc/pih2018-24.pdfhttps://www.hud.gov/sites/dfiles/PIH/documents/PIH-2018-24_EIV_SSN_Notice_FINAL.pdf</p>	
i	3	Resources	C	<p>OMB Circular A-133</p> <p>http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2010https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/circulars/A133/a133.pdf</p>	

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Chapter	Page	Section	Add (A) Delete (D) Change (C)	Proposed Language	(x) if proposed change requires training
i	3	Resources	D	Rental Housing Integrity Improvement Program (RHIIP) Frequently Asked Questions. www.hud.gov/offices/pih/programs/ph/rhiip/faq.cfm	
i	3	Resources	A	<hr/> VAWA Final Rule http://www.gpo.gov/fdsys/pkg/FR-2010-10-27/pdf/2010-26914.pdf <hr/> Violence Against Women Reauthorization Act of 2013 https://www.gpo.gov/fdsys/pkg/BILLS-113s47enr/pdf/BILLS-113s47enr.pdf	
i	4	Resources	D	 Verification FAQ www.hud.gov/offices/pih/programs/ph/rhiip/faq_verif.cfm <hr/> Verification Guidance, March 2004 (attachment to Notice PIH 2004-1) http://www.hud.gov/offices/pih/publications/notices/04/verifguidance.pdf 	
i	4	Resources	C	The HUD website is http://portal.hud.gov/hudportal/HUD . https://www.hud.gov/ . Guidebooks, handbooks and other HUD resources may be found at the <u>HUDClips</u> website: https://www.hud.gov/program_offices/administration/hudclips .	
1	14	1-III.D.	C	<u>SNRHA Policy</u> SNRHA will review and update the plan annually and more often if as needed, to reflect changes in regulations, SNRHA operations, or when needed to ensure staff consistency in operation.	

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2	6	2-I.B.	A	<p>Discrimination Complaints</p> <p><u>Upon receipt of a housing discrimination complaint, the PHA is required to:</u></p> <ul style="list-style-type: none"> • <u>Provide written notice of the complaint to those alleged and inform the complainant that such notice was made</u> • <u>Investigate the allegations and provide the complainant and those alleged with findings and either a proposed corrective action or an explanation of why corrective action is not warranted</u> • <u>Keep records of all complaints, investigations, notices, and corrective actions</u> <u>[Notice PIH 2014-20]</u> 	

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Chapter	Page	Section	Add (A) Delete (D) Change (C)	Proposed Language	(x) if proposed change requires training
3	21	3-III.A.	A	<p><u>While the regulations state that the PHA must prohibit admission for certain types of criminal activity and give the PHA the option to deny for other types of previous criminal history, more recent HUD rules and OGC guidance must also be taken into consideration when determining whether a particular individual’s criminal history merits denial of admission.</u></p> <p><u>When considering any denial of admission, PHAs may not use arrest records as the basis for the denial. Further, HUD does not require the adoption of “One Strike” policies and reminds PHAs of their obligation to safeguard the due process rights of applicants and tenants [Notice PIH 2015-19].</u></p> <p><u>HUD’s Office of General Counsel issued a memo on April 4, 2016, regarding the application of Fair Housing Act standards to the use of criminal records. This memo states that a PHA violates the Fair Housing Act when their policy or practice has an unjustified discriminatory effect, even when the PHA had no intention to discriminate. Where a policy or practice that restricts admission based on criminal history has a disparate impact on a particular race, national origin, or other protected class, that policy or practice is in violation of the Fair Housing Act if it is not necessary to serve a substantial, legitimate, nondiscriminatory interest of the PHA, or if that</u></p> <hr/> <p><u>interest could be served by another practice that has a less discriminatory effect [OGC Memo 4/4/16].</u></p>	
3	22	3-III.B.	C	<p><u>SNRHA Policy</u></p> <hr/> <p><i>Currently engaged in</i> is defined as any use of illegal drugs during the previous six <u>three (3)</u> months.</p>	

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Chapter	Page	Section	Add (A) Delete (D) Change (C)	Proposed Language	(x) if proposed change requires training
3	22	3-III.B.	A	<p><u>o PHA Policy</u></p> <p><u>o In determining reasonable cause, the PHA will consider all credible evidence, including but not limited to, any record of convictions, arrests, or evictions of household members related to the use of illegal drugs or the abuse of alcohol. A conviction will be given more weight than an arrest. A record or records of arrest will not be used as the sole basis of determining reasonable cause. The PHA will also consider evidence from treatment providers or community-based organizations providing services to household members.</u></p>	
4	12	4-II.K.	C	<p><u>SNRHA Policy</u></p> <p>The waiting list will be updated bi-annually <u>as needed</u> to ensure all applicants and applicant information is current and timely.</p>	
4	19	4-III.H.	C	<p>The family must provide the information necessary to establish the family’s eligibility and determine the appropriate level of assistance, as well as and must complete <u>ing</u> required forms, providing <u>ing</u> required signatures, and submitting <u>ing</u> required documentation. If any materials are missing, SNRHA will provide the family with a written list of items that must be submitted within 14 calendar days.</p>	
5	27	5-I.M.	D	<p>5-I.M. STUDENT FINANCIAL ASSISTANCE [24 CFR 5.609(b)(9); Notice PIH 2015-21]</p>	
5	28	5-I.M.	A	<p>For students who satisfy these three (3) conditions, any financial assistance in excess of tuition, <u>fees, and other required charges</u> received:</p>	

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Other

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5	43	5-III.B.	C	<p>Determination of Hardship</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="4" style="text-align: center;">Example: Impact of Minimum Rent Exemption</td> </tr> <tr> <td colspan="4">Assume the PHA has established a minimum rent of \$350.</td> </tr> <tr> <td colspan="2" style="text-align: center;">Family Share – No Hardship</td> <td colspan="2" style="text-align: center;">Family Share – With Hardship</td> </tr> <tr> <td style="text-align: center;">\$0</td> <td style="text-align: center;">30% of monthly adjusted income</td> <td style="text-align: center;">\$0</td> <td style="text-align: center;">30% of monthly adjusted income</td> </tr> <tr> <td style="text-align: center;">\$15</td> <td style="text-align: center;">10% of monthly gross income</td> <td style="text-align: center;">\$15</td> <td style="text-align: center;">10% of monthly gross income</td> </tr> <tr> <td style="text-align: center;">N/A</td> <td style="text-align: center;">Welfare rent</td> <td style="text-align: center;">N/A</td> <td style="text-align: center;">Welfare rent</td> </tr> <tr> <td style="text-align: center;">\$350</td> <td style="text-align: center;">Minimum rent</td> <td style="text-align: center;">\$350</td> <td style="text-align: center;">Minimum rent</td> </tr> <tr> <td colspan="2">Minimum rent applies.</td> <td colspan="2">Hardship exemption granted.</td> </tr> <tr> <td colspan="2">TTP = \$350</td> <td colspan="2">TTP = \$15</td> </tr> </table>	Example: Impact of Minimum Rent Exemption				Assume the PHA has established a minimum rent of \$350 .				Family Share – No Hardship		Family Share – With Hardship		\$0	30% of monthly adjusted income	\$0	30% of monthly adjusted income	\$15	10% of monthly gross income	\$15	10% of monthly gross income	N/A	Welfare rent	N/A	Welfare rent	\$350	Minimum rent	\$350	Minimum rent	Minimum rent applies.		Hardship exemption granted.		TTP = \$350		TTP = \$15		
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Assume the PHA has established a minimum rent of \$350 .																																									
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\$350	Minimum rent	\$350	Minimum rent																																						
Minimum rent applies.		Hardship exemption granted.																																							
TTP = \$350		TTP = \$15																																							
6	11	6-I.D.	C	<p>Third Party Written and Oral Verification</p> <p>Streamline Annual Reexaminations for Fixed Income:</p> <p>For families whose income consists solely of fixed sources.</p> <p>The final rule provides for a streamlined income determination for any fixed source of income, even if a person or a family with a fixed source of income also has a non-fixed source of income. SNRHA shall apply to a previously determined or verified source of income a cost of living adjustment (COLA) or interest rate adjustment specific to each source of income. The COLA or current interest rate must be obtained from a public source or from tenant provided third party generated documentation.</p>																																					

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Chapter	Page	Section	Add (A) Delete (D) Change (C)	Proposed Language	(x) if proposed change requires training
6	12	6-I.D.	D	<p>In the absence of such verification for any source of fixed income third party verification of income must be obtained. The final rule adopts an expanded list of fixed income sources of income. With respect to income from annuities (or other retirement benefits programs, insurance policies, disability for death benefits, or other similar types of periodic receipts) if a family member receives income from any of these sources and the income consists solely of periodic payments at a reasonable predictable level, then the income source may be considered “fixed.”</p> <p>“Family member with a fixed source of income” is defined as a family member whose income includes periodic payments at reasonable predictable levels from one or more of the following sources:</p> <ul style="list-style-type: none"> i. Social Security, Supplemental Security Income, Supplemental Disability Insurance ii. Federal, state, local, or private pension plans iii. Annuities or other retirement benefit programs, insurance policies, disability or death benefits, or other similar types of periodic receipts, or iv. Any other source of income subject to adjustment by a verifiable COLA or current rate of interest. <p>If the family receives any income from a non fixed income source, SNRHA will not streamline the annual reexamination. If written third party is required and is not received or available by the client, after ten (10) calendar days, staff will then attempt an oral verification if the written third party is not received. File narratives shall be documented whenever UIV or third party written is not used. Information received orally from third parties may be used either to clarify information provided in writing by the third party or as independent verification when written third party verification is not received in a timely fashion.</p>	

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Chapter	Page	Section	Add (A) Delete (D) Change (C)	Proposed Language	(x) if proposed change requires training
6	12	6-I.D.	D	<p>SNRHA may mail, fax, or e-mail third party written verification requests and will accept third party responses using any of these methods. SNRHA will send a written request for verification to each required source within four (4) business days of securing a family's authorization for the release of the information and give the source ten (10) calendar days to respond in writing. If a response has not been received by the 11th business day, SNRHA will request third party oral verification.</p> <p>SNRHA will make a minimum of two (2) attempts, (one written and one oral, if needed) to obtain third party verification. A record of each attempt to contact the third party source (including no-answer calls) and all contacts with the source will be documented in the file. Regarding third party oral verification, SNRHA staff will record in the family's file the name and title of the person contacted, the date of the conversation (or attempt), the telephone number used, and the facts provided.</p> <p>When any source responds verbally to the initial written request for verification SNRHA will accept the verbal response as oral verification but will also request the source complete and return any verification forms that were provided.</p>	
6	12	6-I.D.	A	<p><u>HUD permits PHAs to streamline the income determination process for family members with fixed sources of income. While third-party verification of all income sources must be obtained during the intake process and every three years thereafter, in the intervening years the PHA may determine</u></p>	

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6	13	6-I.D.	A	<p><u>income from fixed sources by applying a verified cost of living adjustment (COLA) or rate of interest. The PHA may, however, obtain third-party verification of all income, regardless of the source. Further, upon request of the family, the PHA must perform third-party verification of all income sources.</u></p> <p><u>Fixed sources of income include Social Security and SSI benefits, pensions, annuities, disability or death benefits, and other sources of income subject to a COLA or rate of interest. The determination of fixed income may be streamlined even if the family also receives income from other non-fixed sources.</u></p> <p><u>Two streamlining options are available, depending upon the percentage of the family's income that is received from fixed sources. If at least 90 percent of the family's income is from fixed sources, the PHA may streamline the verification of fixed income and may choose whether but is not required to - verify non-fixed income amounts in years where no fixed income review is required. If the family receives less than 90 percent of its income from fixed sources, the PHA may streamline the verification of fixed income and must verify non-fixed income annually.</u></p>	

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6	13	6-I.D.	A	<p><u>PHA Policy</u></p> <p><u>The PHA will streamline the annual reexamination process by applying the verified COLA or interest rate to fixed-income sources. The PHA will document in the file how the determination that a source of income was fixed was made.</u></p> <p><u>If a family member with a fixed source of income is added, the PHA will use third-party verification of all income amounts for that family member.</u></p> <p><u>If verification of the COLA or rate of interest is not available, the PHA will obtain third-party verification of income amounts.</u></p> <p><u>Third-party verification of fixed sources of income will be obtained during the intake process and at least once every three years thereafter.</u></p> <p><u>Third-party verification of non-fixed income will be obtained annually regardless of the percentage of family income received from fixed sources.</u></p>	

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Chapter	Page	Section	Add (A) Delete (D) Change (C)	Proposed Language	(x) if proposed change requires training
6	31	6-I-F.	A	<p>6-I.F. SELF-CERTIFICATION</p> <p><u>When HUD requires third-party verification, self-certification or “tenant declaration,” is used as a last resort when the PHA is unable to obtain third-party verification.</u></p> <p><u>Self-certification, however, is an acceptable form of verification when:</u></p> <ul style="list-style-type: none"> • <u>A source of -income is fully excluded</u> • <u>Net family assets total \$5,000 or less and the PHA has adopted a policy to accept self certification at annual recertification, when applicable</u> • <u>The PHA has adopted a policy to implement streamlined annual recertifications for fixed sources of income (See Chapter 11)</u> <p><u>When the PHA was required to obtain third-party verification but instead relies on a tenant declaration for verification of income, assets, or expenses, the family’s file must be documented to explain why third-party verification was not available.</u></p>	
6	31	6-I-F.	A	<p><u>SNRHA Policy</u></p> <p>When information cannot be verified by a third party or by review of documents, family members will be required to submit self-certifications attesting to the accuracy of the information they have provided to SNRHA.</p> <p><u>The PHA may require a family to certify that a family member does not receive a particular type of income or benefit.</u></p> <p><u>The self-certification must be made in a format acceptable to the PHA and must be signed by the family member whose information or status is being verified. All self-certifications must be signed in the presence of a PHA representative or PHA notary public.</u></p>	

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7	19	7-II-E.	C	<p><u>SNRHA Policy</u></p> <p>If a family's voucher term or extension expires before the family has submitted a Request for Tenancy Approval (RFTA), SNRHA will require the family reapply for assistance. If the RFTA was submitted prior to the expiration date of the voucher is subsequently</p> <hr/> <p>disapproved by SNRHA (after the voucher term has expired), the family will be given the remaining tolling days on the voucher.</p> <p>Within two (2)<u>ten</u> business days after the expiration of the voucher term or any extension, SNRHA will notify the family in writing the voucher term has expired and their voucher terminated. <u>Family must reapply when the waiting list is open in order to be placed on the waiting list.</u></p>	
12	2	12I-B.	C	<p>12-I.B. MANDATORY DENIAL OF ASSISTANCE [24 CFR 982.553(a)]</p> <p>HUD requires SNRHA to deny assistance in the following cases: <u>HUD permits, but does not require, the PHA to deny assistance if the PHA determines that any household member is currently engaged in, or has engaged in during a reasonable time before the family would receive assistance, certain types of criminal activity.</u></p>	

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12	9	12-I.D.	D	<p><i>Immediate vicinity means within a three-block radius of the premises.</i></p> <p>Evidence of such criminal activity includes, but is not limited to:</p> <ul style="list-style-type: none"> • Any conviction for drug-related or violent criminal activity within the past 5 years. • Records of arrests for drug-related or violent criminal activity within the past five (5) years, although a record of arrest(s) will not be used as a <u>sole</u> basis for the denial or proof that the applicant engaged in disqualifying criminal activity. <li style="color: red;">• Any record of eviction from public or privately owned housing as a result of criminal activity within the past five (5) years. • A conviction for drug-related or violent criminal activity will be given more weight. 	
12	16	12-II.D.	C	<p>A record <u>or records</u> of arrest(s) will not be used as the <u>sole</u> basis for the termination or proof that the participant engaged in disqualifying criminal activity.</p>	
12	17	12-II.D.	C	<ul style="list-style-type: none"> ▪ Any family member has been evicted from federally-assisted housing in the last five (5) <u>three (3)</u> years. <li style="color: red;">▪ Any PHA has ever terminated assistance under the program for any member of the family within the last five (5) years. 	

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14	4	14-II-B.	C	<p>Updating Payment Standards</p> <p>Changes to payment standard amounts will be effective March 1, of each year.</p> <p><u>Effective dates of changes to payment standard amounts will be determined at time of update. The PHA will always ensure the payment standards will be within the basic range.</u></p>	
14	7	14-III.B.	A	<p>Decisions Subject to Informal Review <u>[24 CFR 982.554(a) and (c)]</u></p> <ul style="list-style-type: none"> <u>A SNRHA determination not to approve an extension of a voucher term</u> 	
14	8 & 9	14-III.B.	A	<p><u>Remote Informal Reviews</u></p> <p><u>All PHA policies and processes for remote informal reviews must be conducted in accordance with due process requirements and be in compliance with HUD regulations.</u></p> <p><u>PHA Policy</u></p> <p><u>The PHA has the sole discretion to require that informal reviews be conducted remotely in case of local, state, or national physical distancing orders, and in cases of inclement weather or natural disaster.</u></p> <p><u>In addition, the PHA may conduct an informal review remotely upon request of the applicant as a reasonable accommodation for a person with a disability, if an applicant does not have child care or transportation that would enable them to attend the informal review, or if the applicant believes an in-person informal review would create an undue</u></p> <hr/> <p><u>health risk. The PHA may consider other reasonable requests for a remote informal review on a case-by-case basis.</u></p>	

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14	9	14-III.B.	A	<p><u>Conducting Remote Informal Reviews</u></p> <p><u>The PHA must ensure that the applicant has the right to hear and be heard.</u></p> <p><u>PHA Policy</u></p> <p><u>The PHA may conduct remote informal reviews via telephone conferencing call-in or via videoconferencing. If the informal review will be conducted via videoconferencing, the PHA will ensure that all applicants, applicant representatives, PHA representatives and the person conducting the informal review can adequately access the platform (i.e., hear, be heard, see, and be seen). If any applicant, applicant representative, PHA representative, or person conducting the informal review is unable to effectively utilize the videoconferencing platform, the informal review will be conducted by telephone conferencing call-in.</u></p> <p><u>Whether the informal review is to be conducted via videoconferencing or telephone call-in, the PHA will provide all parties login information and/or conferencing call-in information before the review.</u></p>	

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14	13	14-III.C.	A	<p><u>Remote Informal Hearings</u></p> <p><u>All PHA policies and processes for remote informal reviews must be conducted in accordance with due process requirements and be in compliance with HUD regulations.</u></p> <p><u>PHA Policy</u></p> <p><u>The PHA has the sole discretion to require that informal reviews be conducted remotely in case of local, state, or national physical distancing orders, and in cases of inclement weather or natural disaster.</u></p> <p><u>In addition, the PHA may conduct an informal review remotely upon request of the applicant as a reasonable accommodation for a person with a disability, if an applicant does not have child care or transportation that would enable them to attend the informal review, or if the applicant believes an in-person informal review would create an undue health risk. The PHA may consider other reasonable requests for a remote informal review on a case-by-case basis.</u></p>	

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14	13	14-III.C.	A.	<p><u>Conducting Remote Informal Hearings</u></p> <p><u>The PHA must ensure that the applicant has the right to hear and be heard.</u></p> <p><u>PHA Policy</u></p> <p><u>The PHA may conduct remote informal reviews via telephone conferencing call-in or via videoconferencing. If the informal review will be conducted via videoconferencing, the PHA will ensure that all applicants, applicant representatives, PHA representatives and the person conducting the informal review can adequately access the platform (i.e., hear, be heard, see, and be seen). If any applicant, applicant representative, PHA representative, or person conducting the informal review is unable to effectively utilize the videoconferencing platform, the informal review will be conducted by telephone conferencing call-in.</u></p> <p><u>Whether the informal review is to be conducted via videoconferencing or telephone call-in, the PHA will provide all parties login information and/or conferencing call-in information before the review.</u></p>	
14	13	14-III.C.	A	<ul style="list-style-type: none"> <u>• That disabled clients have the right to request a reasonable accommodation.</u> <u>• That the family may request a remote informal hearing</u> <p><u>If the PHA will require that the hearing be conducted remotely, at the time the notice is sent to the family informing them of the right to request an informal hearing, the family will be notified that the informal hearing will be conducted remotely. The family will be informed of the processes involved in a remote informal hearing.</u></p>	
14	14	14-III.C.	A	<p><u>as a reasonable accommodation for a person with disabilities. If the family cannot show good cause for the failure to appear, or a rescheduling is not needed as a reasonable accommodation, the PHA's decision will stand.</u></p>	

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14	14	14-III.C.	D	The SNRHA hearing procedures may provide that SNRHA must be given the opportunity to examine at SNRHA offices before the hearing, any family documents that are directly relevant to the hearing. SNRHA must be allowed to copy any such document at the SNRHA's expense. If the family does not make the document available for examination upon request of SNRHA, the family may not rely on the document at the hearing.	
14	24	14-IV.B.	D	Repayment Agreement to the new HoH. Regardless of whether or not a new Repayment Agreement is offered, the new HoH former head of household. The only exception is if the head	
17	2	17-I.B.	A	<p style="color: red;"><u>17-I.B. APPLICABLE REGULATIONS</u></p> <p style="color: red;"><u>On the whole, the regulations for both the standard and RAD PBV programs generally follow the regulations for the tenant-based HCV program found at 24 CFR Part 982. However, important parts of the tenant-based regulations do not apply to the project-based program. 24 CFR Part 983 outlines the sections of 24 CFR Part 982 that are not applicable to the project-based program.</u></p> <p style="color: red;"><u>For the RAD PBV program, Congress authorized HUD to waive certain statutory and regulatory provisions or establish alternative requirements from the standard PBV program. These provisions are identified in Notice 2019-23 (issued September 5, 2019). Any non-RAD PBV units located in the covered project are subject to the same waivers and alternative requirements where noted in Notice PIH 2019-23 and in this policy.</u></p> <p style="color: red;"><u>Otherwise, all regulatory and statutory requirements for the standard PBV program in 24 CFR Part 983 and Section 8(o)(13) of the Housing Act of 1937, and all applicable standing and subsequent Office of Public and Indian Housing (PIH) notices and guidance, including related</u></p> <hr/> <p style="color: red;"><u>handbooks, apply to RAD PBV. This includes environmental review, Davis-Bacon, and fair housing requirements.</u></p>	

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17	3	17-I.B.	A	<p><u>RAD is authorized by the Consolidated and Further Continuing Appropriations Act of 2012 (Public Law 112-55, approved November 18, 2011), as amended by the Consolidated Appropriations Act of 2014 (Public Law 113-76, approved January 17, 2014), the Consolidated and Further Continuing Appropriations Act of 2015 (Public Law 113-235, approved December 6, 2014), the Consolidated Appropriations Act of 2016 (Public Law 114-113, approved December 18, 2015), the Consolidated Appropriations Act, 2017 (Public Law 115-31, approved May 5, 2017), and section 237 of Title II, Division L, Transportation, Housing and Urban Development, and Related Agencies, of the Consolidated Appropriations Act, 2018 (Public Law 115-141, approved March 23, 2018) collectively, the “RAD Statute.”</u></p>	

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17	3	17-I.B.	A	<p><u>Requirements specific to the RAD program may be found in the following:</u></p> <ul style="list-style-type: none"> • <u>Generally, public housing projects converting assistance under RAD are bound by the terms of the notice in effect at the time of closing.</u> <ul style="list-style-type: none"> - <u>Notice PIH 2019-23 was immediately applicable at the time of closing to all projects converting assistance (notwithstanding execution of a commitment for conversion). Notice PIH 2019-23 was published on September 5, 2019.</u> <ul style="list-style-type: none"> ▪ <u>Except with respect to changes in the project eligibility and selection criteria, not included in this policy, which are effective after a 30-day comment period.</u> - <u>Notice PIH 2012-32 REV-3 was applicable to projects that were seeking conversion of assistance through RAD, including those where a CHAP had already been issued when it was published January 12, 2017.</u> <ul style="list-style-type: none"> ▪ <u>Except with respect to changes in the project eligibility and selection criteria, not included in this policy, which were effective after a 30-day comment period.</u> - <u>Notice PIH 2012-32, REV-2 was applicable to projects that were seeking conversion of ting assistance through RAD, including those where a CHAP had already been issued when it was published June 15, 2015.</u> <ul style="list-style-type: none"> ▪ <u>Except with respect to changes in the project eligibility and selection criteria, not included in this policy, which are effective after a 30-day comment period.</u> 	

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17	3 & 4	17-I.B.	A	<ul style="list-style-type: none"> • <u>RAD Quick Reference Guide for Public Housing Converting to PBV Assistance (10/14)</u> • <u>RAD Welcome Guide for New Awardees: RAD 1st Component (3/15)</u> <hr/> <ul style="list-style-type: none"> • <u>Notice PIH 2016-17, Rental Assistance Demonstration (RAD) Notice Regarding Fair Housing and Civil Rights Requirements and Relocation Requirements Applicable to RAD First Component – Public Housing Conversions.</u> 	
17	4	17-I-B.	A	<p><u>This Notice applies to all projects that have applied for RAD conversion but have not yet converted as of November 10, 2016.</u></p> <ul style="list-style-type: none"> • <u>Notice PIH 2014-17, Relocation Requirements under the RAD Program, Public Housing in the First Component.</u> <p><u>This notice may apply to projects that have converted to RAD prior to November 10, 2016, AND who have requested and received approval from HUD to be governed by this notice. See PIH Notice 2016-17, Section 1, Paragraph 1.3 for applicability.</u></p> <p><u>NOTE: The policies in this chapter follow Notice PIH 2016-17. If your project falls under PIH 2014-17, applicable policies may be found in Section 18-I.D.</u></p> <ul style="list-style-type: none"> • <u>RAD FAQs (http://www.radresource.net/search.cfm)</u> <p><u>In other words, the standard PBV program follows many of the same regulations as the tenant-based HCV program, but not all of them, and the RAD PBV program follows many of the same regulations as the standard PBV program, but not all of them.</u></p> <p><u>MTW agencies are able to apply activities impacting the PBV program that are approved in the MTW Plan to properties converting under RAD, provided they do not conflict with RAD requirements.</u></p>	

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17	5	17-I-D	A	<p><u>For projects that apply for conversion of assistance under the First Component of RAD and will convert November 10, 2016 or later, the following applies [Notice PIH 2016-17]:</u></p> <ul style="list-style-type: none"> • <u>In some developments, in-place residents may need to be relocated as a result of properties undergoing repairs, being demolished and rebuilt, or when assistance is transferred from one site to another. RAD program rules prohibit the permanent, involuntary relocation of residents as a result of conversion. Residents that are temporarily relocated retain the right to return to the project once it has been completed. Any non-RAD PBV units located in the same project are also subject to the right to return.</u> • <u>Relocation assistance provided to residents will vary depending on the length of time relocation is required. Residents must be properly notified in advance of relocation requirements in accordance with RAD program rules and Uniform Relocation Act (URA) requirements, and other requirements which may be applicable such as Section 104(d) of the Housing and Community Development Act of 1974, as amended. Sample informing notices are provided in Appendices 2–5 of Notice PIH 2014-17. A written relocation plan is required if the RAD conversion involves permanent relocation (including a move in connection with a transfer of assistance) or temporary relocation anticipated to last longer than a year. While the PHA is not required to have a written relocation plan for temporary relocation lasting one year or less, HUD strongly encourages PHAs to prepare one. Appendix II of Notice PIH 2016-17 contains recommended contents for a relocation plan.</u> 	

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17	5	17-I-D.	A	<ul style="list-style-type: none"> • <u>In addition, PHAs must undertake a planning process that complies with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), although not all relocations under RAD will trigger requirements under URA. URA statute and implementing regulations may be found at 49 CFR Part 24. The obligation due to relocating residents under RAD are broader than URA relocation assistance and payments.</u> • <u>Any residents that may need to be temporarily relocated to facilitate rehabilitation or construction will have a right to return to either: a) a unit at the development once rehabilitation or construction is completed, provided the resident’s household is not under-housed; or b) a unit in the development which provides the same major features as the resident’s unit in the development prior to the implementation of the RAD conversion.</u> 	

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17	6	17-I.D.	A	<ul style="list-style-type: none"> • <u>Where the transfer of assistance to a new site is warranted and approved, residents of the converting development will have the right to reside in an assisted unit at the new site once rehabilitation or construction is complete.</u> • <u>If the PHA’s proposed plans for conversion would preclude a resident from returning to the development, the resident must be given an opportunity to comment and/or object to such plans. PHAs must alter the project plans to accommodate the resident’s right to return to the development if the resident would be precluded from returning to the development.</u> • <u>Examples of project plans that may preclude a resident from returning to the development include, but are not limited to:</u> <ul style="list-style-type: none"> <u>Changes in the development’s bedroom distribution that decrease the size of the units, resulting in the resident being under-housed;</u> <u>The resident cannot be accommodated in the remaining assisted units due to a reduction in the number of assisted units at the development;</u> <u>Income limit eligibility requirements associated with the LIHTC program or another program;</u> <u>and</u> <u>Failure to provide a reasonable accommodation, in violation of applicable law, where reasonable accommodation may include installation of accessibility features that are needed by the resident.</u> 	

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17	6	17-I.D.	A	<ul style="list-style-type: none"> • <u>Residents of a development undergoing conversion that would be precluded from returning to the development may voluntarily accept a PHA or owner’s offer to permanently relocate to alternative housing, and thereby waive their right to return to the development after rehabilitation or construction is completed. In this event, the PHA must secure the resident’s written consent to a voluntary permanent relocation in lieu of returning to the development. PHAs are prohibited from employing any tactics to pressure residents into relinquishing their right to return or accepting other housing options. Additionally, a PHA may not terminate a resident’s lease if the PHA fails to obtain the resident’s consent and the resident seeks to exercise the right to return.</u> • <u>In the case of multi-phase RAD transactions, the resident has a right to return to the development or to other converted phases of the development that are available for occupancy at the time the resident is eligible to exercise their right of return. Generally, the resident’s right to return must be accommodated within the development associated with the resident’s original unit, however, the PHA may treat multiple converted developments on the same site as one for purposes of right to return. Should the PHA seek to have the resident exercise the right to return at a future phase, the PHA must secure the resident’s consent in writing.</u> • <u>Alternative housing options may involve a variety of housing options, including but not limited to:</u> <ul style="list-style-type: none"> ○ <u>Transfers to public housing</u> ○ <u>Admission to other affordable housing properties subject to the applicable program rules</u> ○ <u>Housing choice voucher (HCV) assistance</u> ○ <u>Homeownership programs subject to the applicable program rules</u> 	

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17	7	17-I.D.	A	<p style="text-align: center;"> <u>o Other options identified by the PHA</u> <u>o However, for projects that applied for conversion prior to November 10, 2016, the following applies [Notice PIH 2014-17]:</u> </p> <ul style="list-style-type: none"> • <u>In some developments, in-place residents may need to be relocated as a result of properties undergoing repairs, being demolished and rebuilt, or when assistance is transferred from one site to another. RAD program rules prohibit the permanent, involuntary relocation of residents as a result of conversion. Residents that are temporarily relocated retain the right to return to the project once it has been completed.</u> • <u>Relocation assistance provided to residents will vary depending on the length of time relocation is required. Residents must be properly notified in advance of relocation requirements in accordance with RAD program rules and Uniform Relocation Act (URA) requirements. Sample informing notices are provided in Appendices 2–5 of Notice PIH 2014-17. While the PHA is not required to have a written relocation plan, HUD strongly encourages PHAs to prepare one. Appendix I of Notice PIH 2014-17 contains recommended contents for a relocation plan.</u> • <u>In addition, PHAs must undertake a planning process that complies with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), although not all relocations under RAD will trigger requirements under URA. URA statute and implementing regulations may be found at 49 CFR Part 24.</u> • <u>Any residents that may need to be temporarily relocated to facilitate rehabilitation or construction will have a right to return to an assisted unit at the development once rehabilitation or construction is completed. Where the transfer of assistance to a new site is warranted and approved, residents of the converting development will have the right to reside in an assisted unit at the new site once rehabilitation or construction is complete. Residents of a development undergoing conversion of assistance may voluntarily accept a PHA or owner’s offer to permanently relocate to another assisted unit, and thereby waive their right to return to the development after rehabilitation or construction is completed.</u> 	
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17	7	17-I-E.	A	<p>17-I.D.E. EQUAL OPPORTUNITY REQUIREMENTS [24 CFR 983.8, <u>24 CFR 5.105, Notice PIH 2016-17]</u></p> <p><u>RAD conversions are governed by the same civil rights authorities that govern HUD-assisted activities in general. These authorities prohibit discrimination and impose affirmative obligations on HUD program participants.</u></p> <p>SNRHA must comply with all equal opportunity requirements under federal law and regulations in its implementation of the PBV program. In addition, SNRHA must comply with the SNRHA Plan Certification on Civil Rights and Affirmatively Furthering Fair Housing and Section 504 of the Rehabilitation Act of 1973, when conducting relocation planning and providing relocation assistance. For example, persons with disabilities returning to the RAD project may not be turned away or placed on a waiting list due to a lack of accessible units. Their need for an accessible unit must be accommodated. <u>See the RAD Fair Housing, Civil Rights, and Relocation Notice [Notice PIH 2016-17] for more information.</u></p>	
17	9	17-II.B	A	<p><u>In order to promote partially assisted projects, p</u>Projects with where <u>less than 25 percent of the units will be assisted - -will be rated higher than projects with where 25 percent or more of the units will be assisted.</u> In the case of projects for occupancy by the elderly, persons with disabilities or families needing other services, SNRHA will rate partially assisted projects on the <u>percentage</u> of units assisted. Projects with the lowest <u>percentage</u> of assisted units will receive the highest score.</p>	

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17	10	17-II.B.	A	A SNRHA-owned unit may be assisted under the PBV program only if the HUD field office or HUD-approved independent entity reviews the selection process and determines SNRHA-owned units were appropriately selected based on the selection procedures specified in SNRHA’s administrative plan. <u>This also applies to non-competitive selections.</u> If SNRHA selects a proposal for housing that is owned or controlled by SNRHA, SNRHA must identify the entity that will review the SNRHA proposal selection process and perform specific functions with respect to rent determinations, <u>the term of the HAP contract,</u> and inspections.	
17	11	17-II.B.	A	state-certified appraiser.) In addition, an independent entity must provide rental comparables in order to determine the <u>initial</u> rent to owner, the redetermined rent to owner, and reasonable rent. Housing Quality Standards (HQS) inspections must also be conducted by an independent entity.	
17	11	17-II.B.	C	<u>SNRHA Policy</u> SNRHA may submit a proposal for project-based housing that is owned or controlled by SNRHA. If the proposal for SNRHA-owned housing is selected, SNRHA will use another entity to review SNRHA’s selection <u>process and to administer the PBV program.</u> SNRHA will obtain HUD approval of entity prior to selecting the proposal for SNRHA-owned housing.	

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17	13	17-II.E.	D	<p><u>17-II.E. SUBSIDY LAYERING REQUIREMENTS [24 CFR 983.55, <u>Notice PIH 2013-11 and FR Notice 2/28/20</u>]</u></p> <p>SNRHA may provide PBV assistance only in accordance with HUD subsidy layering regulations [24 CFR 4.13] and other requirements.</p> <p>The subsidy layering review is intended to prevent excessive public assistance by combining (layering) housing assistance payment subsidy under the PBV program with other governmental housing assistance from federal, state, or local agencies, including assistance such as tax concessions or tax credits.</p> <p>A subsidy layering review is not required prior to execution of a HAP contract for an existing housing project if a subsidy layering review was previously conducted by a State or local agency.</p> <p>SNRHA must submit the necessary documentation to HUD for a subsidy layering review. SNRHA may not enter into an agreement to enter into a HAP contract or a HAP contract until HUD (or an independent entity approved by HUD) has conducted any required subsidy layering review and determined that the PBV assistance is in accordance with HUD subsidy layering requirements.</p>	

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17	14	17-II.E.	A	<p><u>HUD requires new construction and rehabilitation housing that will include forms of governmental assistance other than PBVs to undergo a subsidy layering review (SLR) prior to entering into an Agreement to Enter into Housing Assistance Payments Contract (AHAP). Subsidy layering requirements do not apply to existing housing, when PBV is the only governmental assistance, or for projects already subject to a PBV HAP contract, even if the project is recapitalized with outside sources of funding.</u></p> <p><u>When a PHA selects a new construction or rehabilitation project, the PHA must require information regarding all HUD and/or other federal, state, or local governmental assistance to be disclosed by the project owner using Form HUD-2880. Appendix A of FR Notice 2/28/20 contains a list of all required documentation.</u></p> <p><u>Either HUD or a HUD-approved housing credit agency (HCA) in the PHA’s jurisdiction performs the subsidy layering review. The PHA must request an SLR through their local HUD Field Office or, if eligible, through a participating HCA.</u></p> <p><u>If the SLR request is submitted to an approved HCA, and the proposed project-based voucher assistance meets HUD subsidy layering requirements, the HCA must submit a certification to HUD and notify the PHA. The PHA may proceed to execute an AHAP at that time if the environmental approval is received.</u></p>	
17	14	17-II.E.	A	<p><u>For projects governed by Notice PIH 2019-23, the following language applies:</u></p> <ul style="list-style-type: none"> • <u>In the case of a PHA that will no longer have ACC units as a result of the pending or simultaneous closing, or have less than 50 units remaining and have initiated procedures to dispose of their final ACC units, there is no restriction on the amount of public housing funds that may be contributed to the covered project or projects through the conversion. However, the PHA must estimate and plan for outstanding liabilities and costs and must follow Notice PIH 2016-23 or successor notice regarding the administrative activities required to terminate the ACC if it has no plans to develop additional public housing.</u> 	

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17	14 & 15	17-II.E.	A	<ul style="list-style-type: none"> • <u>Following execution of the HAP contract, PHAs are authorized to use operating and capital funds to make HAP payments for the remainder of the first calendar year in which the HAP contract is effective. Otherwise, a PHA may not contribute public housing program funds to the covered project unless been identified in the RCC and converted at closing for Section 8 RAD purposes.</u> <p><u>For projects governed by Notice PIH 2012-32, REV-3, the following language applies:</u></p> <ul style="list-style-type: none"> • <u>In the case of a PHA that is converting all of its ACC units, there is no restriction on the amount of public housing funds that may be contributed to the covered project at closing; the PHA may convey all program funds to the covered projects. In order to cover the cost of administrative activities required to terminate the ACC, once it no longer has units under the ACC and has no plans to develop additional public housing, the PHA may:</u> <hr/> <p><u>Designate that a reserve associated with the project be available to fund any public housing closeout costs (such as an operating deficit reserve or a specific PHA closeout reserve). Any funds not needed for public housing closeout costs would remain in such reserve or may be transferred to another reserve associated with the project (such as the replacement reserve). Thereafter, these funds may be used at the project pursuant to the authorized use of the applicable reserve; or</u></p> <p><u>Retain funds under the public housing program for this purpose. However, HUD will recapture any public housing funds that a PHA does not expend for closeout costs.</u></p>	

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17	15	17-II.E.	A	<ul style="list-style-type: none"> • <u>In the case where the PHA will continue to maintain other units in its inventory under a public housing ACC, a contribution of operating funds to the covered project that exceeds the average amount the project has held in operating reserves over the past three years will trigger a subsidy layering review under 24 CFR 4.13. Similarly, any contribution of capital funds, including Replacement Housing Factor (RHF) or Demolition Disposition Transitional Funding (DDTF), will trigger a subsidy layering review. Notwithstanding the subsidy layering review, PHAs should be mindful of how the capital funds or operating reserves used in the financing of its RAD properties may impact the physical and financial health of properties that will remain in its public housing inventory.</u> • <u>In addition, following execution of the HAP contract, PHAs are authorized to use operating and capital funds to make HAP payments for the remainder of the first calendar year in which the HAP contract is effective. Otherwise, a PHA may not contribute public housing program funds to the covered project unless such funding has been identified in the approved financing plan and included in the approved “sources and uses” attached to the RCC.</u> 	

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17	15 & 16	17-II.E.	A	<p><u>For projects governed by the requirements of Notice PIH 2012-32, REV-2, the following language applies:</u></p> <ul style="list-style-type: none"> <u>In the case of a PHA that is converting all of its ACC units, there is no restriction on the amount of public housing funds that may be contributed to the covered project at closing; the PHA may convey all program funds to the covered project. HUD will recapture any public housing funds that a PHA has not expended once it no longer has units under ACC. In the case where the PHA will continue to maintain other units in its inventory under a public housing ACC, a contribution of operating funds to the covered project that exceeds the average amount the project has held in operating reserves over the past three years will trigger a subsidy layering review under 24 CFR 4.13. Similarly, any contribution of capital funds, including Replacement Housing Factor (RHF) or Demolition Disposition Transitional Funding (DDTF), will trigger a subsidy layering review. Notwithstanding the subsidy layering review, PHAs should be mindful of how the capital funds or operating reserves used in the financing of its RAD properties may impact the physical and financial health of properties that will remain in its public housing inventory.</u> 	
17	16	17-II-F.	C	<p><u>17-II.F. CAP ON NUMBER OF PBV UNITS IN EACH PROJECT PBV PERCENTAGE LIMITATION AND UNIT CAP [Notice PIH 2012-32, REV-32019-23]</u></p> <p><u>PBV Percentage Limitation</u></p> <p><u>Covered projects do not count against the maximum amount of assistance a PHA may utilize for the PBV program, which under the standard PBV program is set at 20 percent of the authorized units allocated to a PHA under the HCV program. To implement this provision, HUD is waiving section 8(o)(13)(B) of the 1937 Act as well as 24 CFR 983.6.</u></p>	

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17	16	17-II-F.	A	<p><u>Unit Cap Limitation</u></p> <p><u>When HUD published REV-3 of Notice PIH 2012-32, the cap on the number of assisted units in each project was eliminated. Under the standard PBV program the cap is set at the greater of 25 units or 25 percent of the units in the project. HUD is waiving this requirement, and projects governed by Notice PIH 2019-23 and Notice PIH 2012-32, REV-3 have</u>There is no cap on the number of units that may receive PBV assistance in a project.</p> <p><u>However, for projects that are governed by REV-2 of Notice PIH 2012-32, the cap on the number of PBV units in the project is increased to 50 percent. In these projects, however, provided units met certain exception criteria, the PHA may have converted a larger number of units to RAD PBV. For projects governed by the requirements of Notice PIH 2012-32, REV-2 only, the following language applies:</u></p> <ul style="list-style-type: none"> • <u>In general, the PHA may not provide PBV assistance for units in a project if the total number of dwelling units in the project that will receive PBV assistance during the term of the PBV HAP contract is more than 50 percent of the number of dwelling units (assisted or unassisted) in the project. However, PHAs may exceed the 50 percent limitation when units in the project are occupied by elderly and/or disabled families or families that will receive supportive services. These units are known as “excepted units” and do not count toward the project cap.</u> • <u>For projects governed by the requirements of Notice PIH 2012-32, REV-2 choosing to include excepted units, additional policy decisions may be required.</u> <p style="text-align: center;"><u>PHA Policy</u></p> <p><u>For projects governed by Notice PIH 2012-32, REV-2, the PHA will not provide RAD PBV assistance for any excepted units.</u></p>
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17	17	17-II-F.	D	<p>25 Percent per Project Cap [24 CFR 983.56(a); FR Notice 1/18/17, and Notice PIH 2017-21]</p> <p>In general, SNRHA may not select a proposal to provide PBV assistance for units in a project or enter into an agreement to enter into a HAP or a HAP contract to provide PBV assistance for units in a project, if the total number of dwelling units in the project that will receive PBV assistance during the term of the PBV HAP contract is more than 25 percent of the number of dwelling units (assisted or unassisted) in the project.</p> <p>Exceptions to 25 Percent per Project Cap [24 CFR 983.56(b)]</p> <p>As of April 18, 2017, units are not counted against the 25 percent per project cap if the units are <i>excepted units</i> in a multifamily building because they are specifically made available for elderly or disabled families or families receiving supportive services (also known as <i>qualifying families</i>).</p> <p>SNRHA must include in SNRHA's administrative plan the type of services offered to families for a project to qualify for the exception and the extent to which such services will be provided. It is not necessary that the services be provided at or by the project, if they are approved services. To qualify, a family must have at least one member receiving at least one qualifying supportive service. A SNRHA may not require participation in medical or disability-related services other than drug and alcohol treatment in the case of current abusers as a condition of living in an excepted unit, although such services may be offered.</p> <p>If a family at the time of initial tenancy is receiving, and while the resident of an excepted unit has received, FSS supportive services or any other supportive services as defined in SNRHA's administrative plan, and successfully completes the FSS contract of participation or the supportive services requirement, the unit continues to count as an excepted unit for as long as the family resides in the unit.</p> <p>SNRHA must monitor the excepted family's continued receipt of supportive services and take appropriate action regarding those families that fail without good cause to complete their supportive services requirement. SNRHA's administrative plan must state the form and frequency of such monitoring.</p>	

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17	17	17-II-F.	D	<p><u>SNRHA Policy</u></p> <p>SNRHA will provide PBV assistance for excepted units.</p> <p>Supportive services include services such as employment and training, counseling, case management, financial, and social services, or other services as deemed appropriate for the population served, provided by SNRHA or other public or private agencies. At least one member of each family must participate in at least one session of a provided service.</p>	
17	18	17-II.F.	C	<p><u>SNRHA Policy:</u></p> <p><u>Excepted units will be limited to units for elderly families.</u></p> <p>SNRHA will provide assistance for excepted units. Beyond that, SNRHA will not impose any further cap on the number of PBV units assisted per project.</p> <p>Supportive services include services such as employment and training, counseling, case management, financial, and social services, or other services as deemed appropriate for the population served, provided by SNRHA or other public or private agencies. At least one member of each family must participate in at least one session of a provided service.</p>	

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17	18	17-II.G.	A	<p><u>17-II.G. SITE SELECTION STANDARDS</u> [Notice PIH 2019-23, Notice PIH 2016-17]</p> <p>Compliance with PBV Goals, Civil Rights Requirements, and HQS Site Standards [24 CFR 983.57(b)]</p> <p style="color: red;"><u>Site selection requirements set forth in 24 CFR 983.57 apply to RAD PBV, with the exception of 983.57(b)(1) and (c)(2). HUD waives the provisions regarding deconcentration of poverty and expanding housing and economic opportunity for existing housing sites.</u></p> <p style="color: red;"><u>To facilitate the uniform treatment of residents and units, any non-RAD PBV units located in the same project are subject to the terms of this provision.</u></p> <p style="color: red;"><u>HUD will conduct a front-end civil rights review of the PHA's proposed site in certain circumstances. For RAD PBV conversions that involve new construction located in an area of minority concentration (whether on the existing public housing site or on a new site) HUD will determine whether it meets one of the exceptions that would allow for new construction in an area of minority concentration.</u></p> <p style="color: red;"><u>The PHA must ensure that its RAD PBV conversion, including any associated new construction, is consistent with its certification to affirmatively further fair housing and complies with civil rights laws.</u></p>	
17	21	17-III.B.	A	<p>Lead-Based Paint [24 CFR 983.101(c), Notice PIH 2019-23]</p>	
17	21	17-III.C.	A	<p>17-III.C. HOUSING ACCESSIBILITY FOR PERSONS WITH DISABILITIES</p> <p style="color: red;"><u>Federal accessibility requirements apply to all conversions, whether they entail new construction, alternations, or existing facilities.</u> The housing must comply with program accessibility requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. SNRHA must ensure that the percentage of accessible dwelling units complies with the requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by HUD's regulations at 24 CFR 8, subpart C.</p>	

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17	21	17-III.D.	A	<u>Initial Inspection [RAD Quick Reference Guide; Notice PIH 2012-32, REV-32019-23]</u> <u>Under standard PBV regulations at 24 CFR 983.103(b), a PHA may not enter into a HAP contract until the PHA has determined all units comply with HQS. It is the responsibility of the contract administrator to perform this initial inspection (unless units are PHA-owned). In order to accommodate projects in which repairs are conducted, however, HUD has waived this requirement when units are undergoing rehabilitation. In this case, units must meet HQS by the date indicated in the RAD Conversion Commitment (RCC).</u>	
17	22	17-III.D.	C	<u>Pre-HAP Contract Inspections [24 CFR 983.103(b), FR Notice 1/18/17, and Notice PIH 2017-20]</u> SNRHA must inspect each contract unit before execution of the HAP contract. SNRHA may not enter into a HAP contract covering a unit until the unit fully complies with HQS. The PHA may not provide assistance on behalf of the family until the unit fully complies with HQS.	
17	22	17-III.D.	C	<u>Inspecting SNRHA-owned Units [24 CFR 983.103(f), Notice PIH 2017-21]</u> In the case of SNRHA-owned units, the <u>all required</u> inspections must be performed by an independent <u>agency entity</u> designated by SNRHA and approved by HUD. The independent entity must furnish a copy of each inspection report to SNRHA and to the HUD field office where the project is located. SNRHA must take all necessary actions in response to inspection reports from the independent <u>agency entity</u> , including exercise of contractual remedies for violation of the HAP contract by the SNRHA-owner.	
17	25	17-V.A.	A	<u>17-V.A. OVERVIEW [PBV Quick Reference Guide 10/14]</u>	

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Chapter	Page	Section	Add (A) Delete (D) Change (C)	Proposed Language	(x) if proposed change requires training
17	25 & 26	17-V.B.	A	<p>17-V.B. HAP CONTRACT REQUIREMENTS</p> <p>Contract Information [24 CFR 983.203, <u>PBV Quick Reference Guide 10/14, Notice PIH 2019-23</u>]</p> <p><u>The RAD PBV program uses the PBV HAP contract for new construction or rehabilitated housing (Form HUD-52530A), as modified by the RAD rider (Form HUD-52621). For closings on or after January 1, 2018, HUD incorporated the RAD rider directly into the standard PBV HAP contract. For closing that occurred prior to January 1, 2018, the RAD rider must be attached to the PBV HAP contract.</u></p> <p><u>The distinction between “existing housing” and “rehabilitated and newly constructed housing” is overridden by RAD requirements. The project must also have an initial RAD use agreement. All</u></p> <hr/> <p><u>public housing RAD conversion properties financed with LIHTC are also required to include an LIHTC rider.</u></p>	
17	26	17-V.B.	A	<p>Term of HAP Contract [24 CFR 983.205, FR Notice 1/18/17, and Notice PIH 2017-21, <u>Notice PIH 2019-23</u>]</p>	
17	29	17-V.E.	A	<p>17-V.E. OWNER RESPONSIBILITIES UNDER THE HAP <u>CONTRACT</u>[24 CFR 983.209]</p>	

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17	34	17-VI.F.	C	<p>Reduction in HAP Contract Units Due to Vacancies [24 CFR 983.254(b) <u>Notice PIH 2019-23</u>]</p> <p>If any contract units have been vacant for 120 or more calendar days since owner notice of the vacancy, SNRHA may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (according to the bedroom size) that have been vacant for this period.</p> <p style="text-align: center;"><u>SNRHA Policy</u></p> <p>If any contract units have been vacant for 120 calendar days, SNRHA will give notice to the owner that the HAP contract will be amended to reduce the number of contract units that have been vacant for this period. SNRHA will provide the notice to the owner within 10 business days of the 120th day of the vacancy. The amendment to the HAP contract will be effective the first day of the month following the date of SNRHA's notice.</p> <p><u>Project owners are required to make available for occupancy by eligible tenants the number of assisted units under the terms of the HAP contract.</u></p> <p><u>The PHA may not reduce the number of assisted units without written HUD approval. Any HUD approval of a PHA's request to reduce the number of assisted units under contract is subject to conditions that HUD may impose. MTW agencies may not alter this requirement.</u></p> <p><u>If units are removed from the HAP contract because a new admission's TTP comes to equal or exceed the gross rent for the unit and if the project is fully assisted, the PHA must reinstate the unit after the family has vacated the property. If the project is partially assisted, the PHA may substitute a different unit for the unit on the HAP contract in accordance with 24 CFR 983.207, or where the development has "floating" units.</u></p>	
All	All	All	C	Changed 'tenant' to 'participant' throughout the Housing Choice Voucher Administrative Plan (where appropriate)	

ADMINISTRATIVE PLAN

FOR THE

**Southern Nevada Regional Housing Authority
(SNRHA)**

HOUSING CHOICE VOUCHER PROGRAM

Approved by the SNRHA Board of Commissioners: August 19, 2021

Submitted to HUD: August 2021

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Chapter 18

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GLOSSARY

APPENDIX A.	Reasonable Accommodation Policy
APPENDIX B.	Limited English Proficient Policy
APPENDIX C.	Civil Rights and Disability Rights
APPENDIX D.	Effective Communication Policy
APPENDIX E.	Affirmative Furthering Fair Marketing Policy
APPENDIX F.	Ethics Policy
APPENDIX G.	HUD-5380, Notice of Occupancy Rights Under the Violence Against Women Act
APPENDIX H.	HUD-5381, SNRHA's Emergency Transfer Plan
APPENDIX I.	HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documents

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Introduction

ABOUT THE REFERENCES CITED IN THE ADMINISTRATIVE PLAN

AUTHORITIES IN THE ADMINISTRATIVE PLAN

Authority for Public Housing Agency (PHA) policies is derived from many sources. Primary among these sources are regulations and guidance issued by HUD. State law also directs PHA policy. State law must be followed where such law exists and does not conflict with federal regulations. In the absence of legal requirements or HUD guidance, industry practice may lead to PHA policy.

HUD

HUD provides the primary source of PHA policy through federal regulations, HUD Notices, and handbooks. Compliance with federal regulations, current HUD Notices, and HUD handbooks is mandatory.

HUD provides non-mandatory guidance to PHAs through HUD published guidebooks. Expired HUD Notices and handbooks also provide guidance for PHA policy. Following HUD guidance is optional, as long as PHA policies comply with federal law, federal regulations, and mandatory policy. Because HUD has already determined the guidance it provides is consistent with mandatory policies, PHA reliance on HUD guidance provides the PHA with a "safe harbor."

Content contained on the HUD website can provide further clarification of HUD policies. For example, FAQs on the HUD website can provide direction on the application of federal regulations to a specific pattern.

State Law

Where there is no mandatory federal guidance, PHAs must comply with state law, if it exists. Where state law is more restrictive than federal law, but does not conflict with it, the PHA should follow the state law.

Industry Practice

Where no law or HUD authority exists on a particular subject, industry practice may support PHA policy. An industry practice is a way of doing things that is followed by most housing authorities.

RESOURCES CITED IN THE ADMINISTRATIVE PLAN

The administrative plan cites several documents. Where a document or resource is cited frequently, it may be abbreviated. Where it is cited only once or twice, the administrative plan may contain the entire name of the document or resource. Following is a key to abbreviations used for various sources that are frequently cited in the administrative plan and a list of references and document locations that are referenced in the administrative plan or that may be helpful to you.

Abbreviations

Throughout the administrative plan, abbreviations are used to designate certain documents in citations. The following is a table of abbreviations of documents cited in the administrative plan.

Abbreviation	Document
CFR	Code of Federal Regulations
HCVGB	Housing Choice Voucher Program Guidebook (7420.10G), April
HUD-50058 IB	HUD-50058 Instruction Booklet
RHIIP FAQs	Rental Housing Integrity Improvement Program (RHIIP) Frequently Asked Questions.
VG	PIH Notice 2004-01 Verification Guidance, March 9, 2004.
HB 4350.3	Occupancy Requirements of Subsidized Multifamily Housing Programs

Resources and Where to Find Them

Following is a list of resources helpful to the PHA or referenced in the administrative plan, and the online location of each.

Document and Location
Code of Federal Regulations https://www.ecfr.gov
Earned Income Disregard FAQ https://www.hud.gov/program_offices/public_indian_housing/phr/about/ao_faq_eid
Eligibility of Students for Assisted Housing Under Section 8 of the U.S. Housing Act of 1937; Final Rule http://edocket.access.gpo.gov/2008/pdf/E8-19435.pdf
Enterprise Income Verification (EIV) System, Security Procedures for Upfront Income Verification data https://www.hud.gov/sites/documents/EIVSECGUIDEPHA.PDF
Executive Order 11063 https://www.archives.gov/federal-register/codification/executive-order/11063.html
Federal Register https://www.federalregister.gov/
Housing Choice Voucher Program Guidebook (7420.10G), Updated Chapters https://www.hud.gov/program_offices/public_indian_housing/programs/hcv/guidebook
HUD-50058 Instruction Booklet http://portal.hud.gov/hudportal/documents/huddoc?id=50058i.pdf

<p>HUD Final Rule, Streamlining Administrative Regulations https://www.gpo.gov/fdsys/pkg/FR-2016-03-08/pdf/2016-04901.pdf</p>
<p>Joint Statement of the Department of Housing and Urban Development and the Department of Justice, issued May 17, 2004 https://www.justice.gov/sites/default/files/crt/legacy/2010/12/14/joint_statement_ra.pdf</p>
<p>Notice of Guidance to Federal Assistance Recipients Regarding Title VI Prohibition Affecting Limited English Proficient Persons, published January 22, 2007 https://www.lep.gov/guidance/HUD_guidance_Jan07.pdf</p>
<p>Notice PIH 2010-26 (HA), Nondiscrimination and Accessibility Notice https://www.hud.gov/sites/documents/DOC_8993.PDF</p>
<p>Notice PIH 2017-12, Administrative Guidance for Effective and Mandated Use of the Enterprise Income Verification (EIV) System https://www.hud.gov/sites/documents/PIH2017-12EIVNOTICE.PDF</p>
<p>Notice PIH 2018-24, Verification of Social Security Numbers (SSNs) and Supplemental Security Income (SSI) Benefits; and Effective Use of the Enterprise Income Verification (EIV) System’s Identity Verification Report https://www.hud.gov/sites/dfiles/PIH/documents/PIH-2018-24_EIV_SSN_Notice_FINAL.pdf</p>
<p>Notice PIH 2010-19, Administrative Guidance for Effective and Mandated Use of the Enterprise Income Verification (EIV) System http://www.hud.gov/offices/pih/publications/notices/10/pih2010-19.pdf</p>
<p>OMB Circular A-133 https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/circulars/A133/a133.pdf</p>
<p>Project-Based Voucher Program; Final Rule http://www.gpo.gov/fdsys/pkg/FR-2005-10-13/pdf/05-20035.pdf</p>
<p> </p>
<p>VAWA Final Rule http://www.gpo.gov/fdsys/pkg/FR-2010-10-27/pdf/2010-26914.pdf</p>
<p>Violence Against Women Reauthorization Act of 2013 https://www.gpo.gov/fdsys/pkg/BILLS-113s47enr/pdf/BILLS-113s47enr.pdf</p>
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The HUD website is. <https://www.hud.gov/>.

Guidebooks, handbooks and other HUD resources may be found at the HUDClips website: https://www.hud.gov/program_offices/administration/hudclips.



Chapter 1

OVERVIEW OF THE PROGRAM AND PLAN

INTRODUCTION

The Southern Nevada Regional Housing Authority (SNRHA) receives its funding for the Housing Choice Voucher (HCV) program from the Department of Housing and Urban Development (HUD). SNRHA is not a federal department or agency. SNRHA is a Public Housing Agency (PHA) which is a governmental entity, created and authorized by state law to develop and operate housing and housing programs for low-income families. SNRHA enters into an Annual Contributions Contract (ACC) with HUD to administer the program requirements on behalf of HUD. SNRHA must ensure compliance with federal laws, regulations, and notices and must establish policies and procedures to clarify federal requirements and to ensure consistency in program operations.

Administration of the HCV Program and its functions are the responsibilities of SNRHA staff and shall be in compliance with SNRHA's Personnel Policies and HUD Section 8 HCV Regulations as well as all Federal, State, and local Fair Housing Laws and Regulations. This Administrative Plan has been prepared by SNRHA in conformance with the requirements of 24 CFR 982.54. Certain procedural elements of the HCV Program process are described as administrative procedures referenced in the Plan.

This chapter contains information about SNRHA and its programs with emphasis on the HCV program. It also contains information about the purpose, intent, and use of the plan and guide.

There are three parts to this chapter:

Part I: SNRHA. This part includes a description of the PHA, its jurisdiction, its programs, and its mission and intent.

Part II: The HCV Program. This part contains information about the Housing Choice Voucher program operation, roles, responsibilities, and partnerships.

Part III: The HCV Administrative Plan. This part discusses the purpose and organization of the plan and its revision requirements.



PART I: THE SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY (SNRHA)

1-I.A. OVERVIEW

This part explains the origin of SNRHA's creation, authorization, the general structure of the organization, and the relationship between SNRHA Board of Commissioners and staff.

1-I.B. ORGANIZATION AND STRUCTURE OF SNRHA

The Section 8 tenant-based Housing Choice Voucher (HCV) assistance program is funded by the federal government and administered by SNRHA for the jurisdiction defined as all incorporated and unincorporated areas of Clark County, Nevada. This area includes; Las Vegas, North Las Vegas, Henderson, Boulder City, and Mesquite. The unincorporated area includes the towns of Paradise, Winchester, Sunrise Manor, Whitney, Laughlin, Enterprise, Goodsprings, Searchlight, Moapa Valley, and Spring Valley. The communities of Jean, Blue Diamond, Sandy Valley, Nelson, Glendale, Moapa, Mt. Charleston, Bunkerville, Sloan, Arden, Spring Mountain Summit, and all other unincorporated areas of Clark County, Nevada. The officials of SNRHA are known as Commissioners or, collectively, as the Board of Commissioners. Commissioners are appointed in accordance with state housing law and generally serve in the same capacity as the directors of a corporation, establishing policies under which SNRHA conducts business, ensuring policies are followed by SNRHA staff, and ensuring SNRHA is successful in its mission, vision, and goals. The Board of Commissioners is responsible for preserving and expanding the agency's resources and assuring the agency's continued viability.

Formal actions of SNRHA are taken through written resolutions, adopted by the Board of Commissioners, and entered into the official records of SNRHA.

The principal staff member of SNRHA is the Executive Director (ED), hired and appointed by the Board of Commissioners. The Executive Director is directly responsible for carrying out the policies established by the Board of Commissioners and is delegated the responsibility for hiring, training, and supervising the remainder of SNRHA's staff in order to manage the day-to-day operations of SNRHA to ensure compliance with federal and state laws and directives for the programs managed. In addition, the Executive Director's duties include budgeting and financial planning for the agency.

1-I.C. SNRHA MISSION

The intent of a mission statement is to communicate the purpose of the agency to people inside and outside of the agency. It provides guiding direction for developing strategy, defining critical success factors, searching out key opportunities, making resource allocation choices, satisfying clients and stakeholders, and making decisions.

SNRHA Policy

We will conduct business fairly and in transparency and create partnerships in the community, which exemplify the same values. We will maintain high standards, be sensitive to cultural diversity, and work to provide quality and sustainable housing options and opportunities that promote empowerment and self-sufficiency. We will



provide quality products and professional service and be good stewards of the public trust.

SNRHA's mission is to provide safe, decent, and sanitary housing conditions for low and very low-income families and to manage resources efficiently. SNRHA is to promote personal, economic, and social upward mobility to provide families the opportunity to make the transition from subsidized to non-subsidized housing.

LOCAL GOALS [24 CFR 982.1]

The Housing Authority's goals and objectives enable SNRHA to serve the needs of low and very low-income families as identified by SNRHA.

Part I

HUD Strategic Goal:	<i>Increase the availability of decent, safe, and affordable housing</i>
Housing Choice Voucher Goal:	Expand the supply of assisted housing
Housing Choice Voucher Objectives:	Apply for additional rental vouchers Promote Homeownership Opportunities via the Housing Choice Voucher Homeownership Option
Housing Choice Voucher Goal:	Improve the quality of assisted housing
Housing Choice Voucher Objectives:	Maintain voucher management High Performance Increase customer satisfaction
Housing Choice Voucher Goal:	Increase assisted housing choices
Housing Choice Voucher Objectives:	Conduct outreach efforts to potential voucher landlords Expand voucher homeownership program
HUD Strategic Goal:	<i>Promote self-sufficiency and asset development of families and individuals</i>
Housing Choice Voucher Goal:	Promote self-sufficiency and asset development of assisted households
Housing Choice Voucher Objectives:	Increase the number and percentage of employed persons in assisted families Provide or attract supportive services to improve assistance recipients' employability Provide or attract supportive services to increase independence for the elderly or families with disabilities.
HUD Strategic Goal:	<i>Ensure Equal Opportunity in Housing for all Americans</i>



Housing Choice Voucher Goal:

Ensure equal opportunity and Affirmatively Further Fair Housing

Housing Choice Voucher Objectives:

Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, disability, sexual orientation, and/or marital status.

Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, disability, sexual orientation, and/or marital status.

Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required.

Develop and implement a Limited English Proficiency (LEP) Plan to ensure persons who are LEP have full access to all programs and services of SNRHA.

SNRHA has the following goals for the program:

To encourage self-sufficiency of participant families and assist in the expansion of family opportunities, which address educational, socio-economic, recreational, and other human service needs.

To create positive public awareness and expand the level of family, owner, and community support in accomplishing SNRHA's mission.

To attain and maintain a high level of standards and professionalism in day-to-day management of all program components.

To administer an efficient, high-performing agency through continuous improvement of SNRHA's support systems and commitment to employees and their development.

To provide decent, safe, and sanitary housing for very low income families while maintaining their rent payments at an affordable level.

To ensure all units meet Housing Quality Standards and other SNRHA standards identified in this



Administrative Plan and families pay fair and reasonable rents.

To promote fair housing and the opportunity for very low-income families of all ethnic backgrounds to experience freedom of housing choice.

To promote a housing program which maintains quality service and integrity while providing an incentive to private property owners to rent to low and very low-income families.

To promote a market-driven housing program that will help qualified low-income families be successful in obtaining affordable housing and increase the supply of housing choices for such families.

To provide housing counseling to increase homeownership goals.

1-I.D. ADMINISTRATIVE FEE RESERVE [24 CFR 982.54(d)(22)]

Expenditures from the Administrative Reserve (Operating Reserve) shall not exceed \$25,000 per occurrence nor more than \$100,000 in the aggregate for each fiscal year without the prior approval of SNRHA Board of Commissioners. Payments to participants due to staff error in rent calculations will be paid from the Administrative fee reserve with the written approval of the Director of Housing Programs or their designee. Housing Choice Voucher Administrative Fee can only be utilized for the Administration of the Housing Choice Voucher Program or development related directly to the Housing Choice Voucher Program.

RULES AND REGULATIONS [24 CFR 982.52]

This Administrative Plan is set forth to define SNRHA's local policies for operation of the housing programs in the context of Federal Laws and Regulations. All issues related to Housing Choice Voucher Program not addressed in this document are governed by such Federal Regulations, HUD Memos, Notices and Guidelines, or other applicable law.

TERMINOLOGY

The Southern Nevada Regional Housing Authority is referred to as "PHA" or "Housing Authority" or "SNRHA" throughout this document.

"Family" is used interchangeably with "Applicant" or "Participant" and can refer to a single person family.

"Tenant" is used to refer to participants in terms of their relationship to landlords.

"Landlord" and "owner" are used interchangeably.

"Disability" is used where "handicap" was formerly used.



"Non-citizens Rule" refers to the regulation effective June 19, 1995 restricting assistance to U.S. citizens and eligible immigrants.

"HQS" means the Housing Quality Standards required by regulations as enhanced by the PHA.

"Failure to Provide" refers to all requirements in the first Family Obligation. See Chapter 12, "Denial or Termination of Assistance."

"Merger date" refers to October 1, 1999, which is the effective date of the merging of the Section 8 Certificate and Voucher program into the Housing Choice Voucher Program.

"Days" mean calendar days unless noted, not working days.

See Glossary for other terminology.

1-I.E. SNRHA'S PROGRAMS

The following programs are included under this Administrative Plan:

SNRHA Policy

SNRHA's Administrative Plan is applicable to the operation of the Housing Choice Voucher (HCV) program including its HCV Project-Based Program.

1-I.F. SNRHA'S COMMITMENT TO ETHICS AND SERVICE

As a public service agency, SNRHA is committed to providing excellent service to HCV program participants – families and owners – in the community. SNRHA's standards include:

- Administer applicable federal and state laws and regulations to achieve the highest ratings in compliance measurement indicators while maintaining efficiency in program operation to ensure fair and consistent treatment of participants served.
- Provide decent, safe, and sanitary housing – in compliance with program housing quality standards – for very low income families while ensuring that family rents are fair, reasonable, and affordable.
- Encourage self-sufficiency of participant families and assist in the expansion of family/individuals opportunities which address educational, socio-economic, recreational, and other human service's needs.
- Promote fair housing and the opportunity for families of all ethnic backgrounds to experience freedom of housing choice.
- Promote a housing program which maintains quality service and integrity while providing an incentive to private property owners to rent to low and very low-income families.
- Promote a market-driven housing program that will help qualified low-income families be successful in obtaining affordable housing and increase the supply of housing choices for such families.
- Create positive public awareness and expand the level of family, owner, and community support in accomplishing SNRHA's mission.



- Attain and maintain a high level of standards and professionalism in day-to-day management of all program components.
- Administer an efficient high-performing agency through continuous improvement of SNRHA's support systems and commitment to our employees and their development.
- SNRHA will make every effort to keep program participants informed of HCV program rules and regulations and to advise participants of how the program rules affect them.

PART II: THE HOUSING CHOICE VOUCHER (HCV) PROGRAM

1-II.A. OVERVIEW AND HISTORY OF THE PROGRAM

The intent of this section is to provide the public and staff with information related to the overall operation of the program. There have been many changes to the program since its inception in 1974 and a brief history of the program will assist the audience in understanding the program.

The United States Housing Act of 1937 (the "Act") is responsible for the birth of federal housing program initiatives. The Act was intended to provide financial assistance to states and cities for public works projects, slum clearance, and the development of affordable housing developments for low-income residents.

The Housing and Community Development (HCD) Act of 1974 created a new federally assisted housing program – the Section 8 Existing program (also known as the Section 8 Certificate program). The HCD Act represented a significant shift in federal housing strategy from locally owned public housing to privately owned rental housing.

Under the Certificate program, federal housing assistance payments were made directly to private owners of rental housing, where this housing was made available to low-income families. Eligible families were able to select housing in the private rental market. Assuming that the housing met certain basic physical standards of quality ("housing quality standards") and was within certain HUD-established rent limitations ("fair market rents"), the family would be able to receive rental assistance in the housing unit. Family contribution to rent was generally set at 30 percent of the family's adjusted income, with the remainder of the rent paid by the program.

Another unique feature of the Certificate program was the rental assistance remained with the eligible family, if the family chose to move to another privately-owned rental unit that met program requirements (in contrast to the public housing program where the rental assistance remains with the unit, should the family decide to move). Consequently, the Certificate program was characterized as tenant-based assistance, rather than unit-based assistance.

The Housing and Community Development (HCD) Act of 1987 authorized a new version of tenant-based assistance – the Section 8 Voucher program. The Voucher program was very similar to the Certificate program in that eligible families were able to select housing in the private rental market and receive assistance in that housing unit.

However, the Voucher program permitted families additional options in their selection of housing opportunities. Rental housing still had to meet the basic housing quality standards, but there was no fair market rent limitation on rent. In addition, the family's contribution to rent was



not set at a limit of 30 percent of their adjusted income. Consequently, depending on the actual rental cost of the unit selected, a family might pay more or less than 30 percent of their adjusted income for rent.

From 1987 through 1999, public housing agencies managed both the Certificate and Voucher tenant-based assistance programs, with separate rules and requirements for each. From 1994 through 1998, HUD published a series of new rules, known as “conforming” rules, to more closely combine and align the two similar housing programs, to the extent permitted by the law.

In 1998, the Quality Housing and Work Responsibility Act (QHWRA) – also known as the Public Housing Reform Act – was signed into law. QHWRA eliminated all statutory difference between the Certificate and Voucher tenant-based programs and required that the two programs be merged into a single tenant-based assistance program, now known as the Housing Choice Voucher (HCV) program.

The HCV program was modeled closely on the pre-merger Voucher program. However, unlike the pre-merger Voucher program, the HCV program requires an assisted family to pay a minimal of 30 percent of their adjusted income for rent.

The transition of assistance from the Certificate and Voucher programs to the new HCV program began in October 1999. By October 2001, all families receiving tenant-based assistance were converted to the HCV program.

1-II.B. HCV PROGRAM BASICS

The purpose of the HCV program is to provide rental assistance to eligible families. The rules and regulations of the HCV program are determined by the U.S. Department of Housing and Urban Development. SNRHA is afforded choices in the operation of the program which are included in SNRHA’s Administrative Plan, a document approved by the Board of Commissioners of SNRHA.

The HCV program offers mobility to eligible families because they may search for suitable housing anywhere in SNRHA’s jurisdiction and may also be eligible to move under portability to other PHA’s jurisdictions.

When a family is determined to be eligible for the program and funding is available, SNRHA issues the family a housing voucher. When the family finds a suitable housing unit and funding is available, SNRHA will enter into a contract with the owner and the family will enter into a lease with the owner. Each party makes their respective payment to the owner so that the owner receives full rent. Even though the family is determined to be eligible for the program, the owner has the responsibility of approving the family as a suitable renter. SNRHA continues to make payments to the owner as long as the family is eligible and the housing unit continues to qualify under the program.

1-II.C. THE HCV PARTNERSHIPS

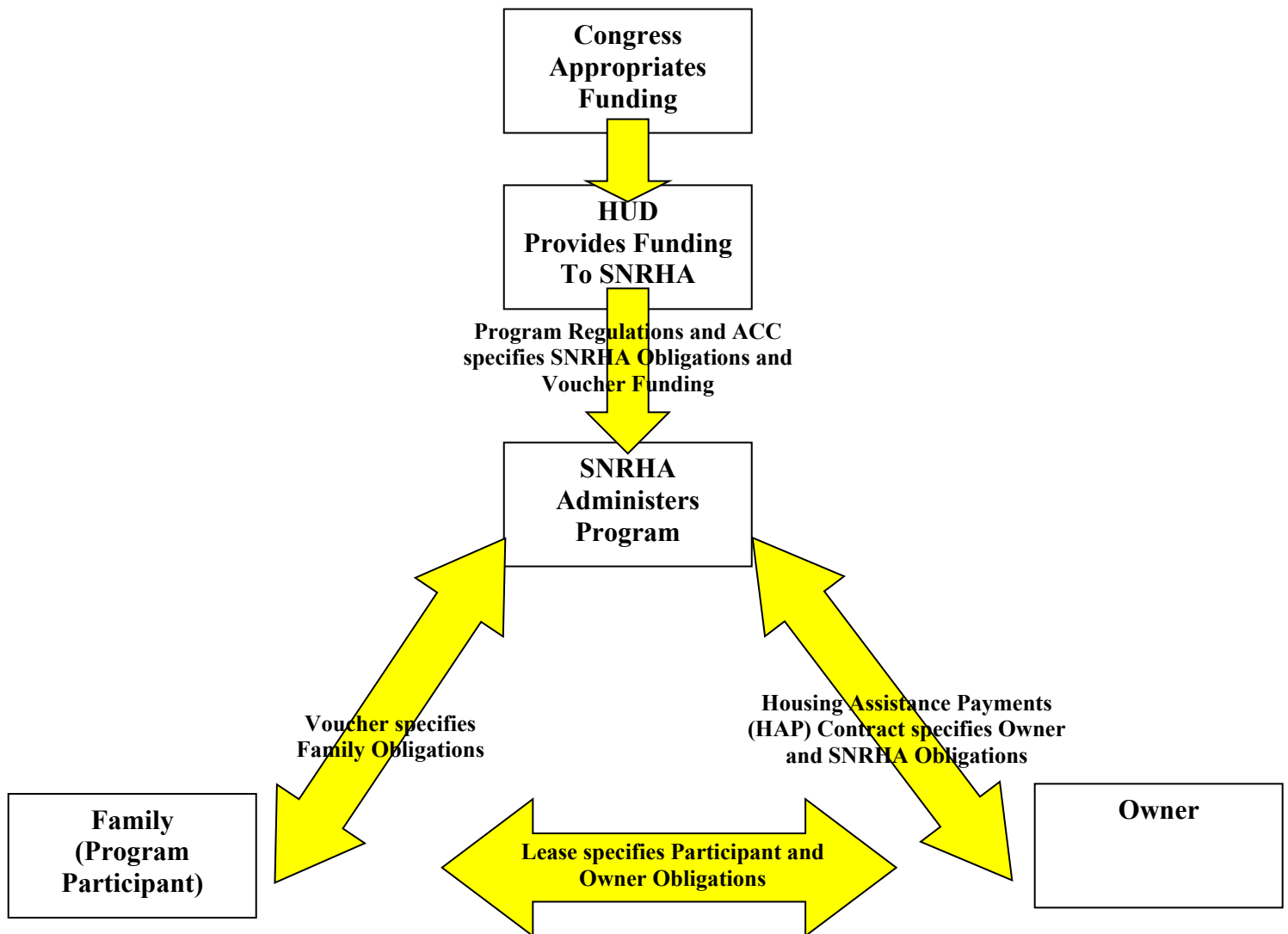
To administer the HCV program, SNRHA enters into a contractual relationship with HUD. SNRHA also enters into contractual relationships with the assisted family and the owner or landlord of the housing unit.



For the HCV program to work and be successful, all parties involved – HUD, SNRHA, the owner, and the family – have important roles to play. The roles and responsibilities of all parties are defined in federal regulations and in legal documents that parties execute in order to participate in the program.

The chart below illustrates key aspects of these relationships.

The HCV Relationships:



What does HUD do?

HUD has the following major responsibilities:

- Develop regulations, requirements, handbooks, notices, and other guidance to implement HCV housing program legislation passed by Congress
- Allocate HCV program funds to SNRHA



- Provide technical assistance to SNRHA on interpreting and applying HCV program requirements
- Monitor SNRHA compliance with HCV program requirements and SNRHA performance in program administration.

What does SNRHA do?

SNRHA administers the HCV program under contract with HUD and has the following major responsibilities:

- Establish local policies
- Review applications from interested applicant families to determine whether applicants are eligible for the program
- Maintain waiting list and select families for admission based on waitlist status
- Issue voucher to selected family.
- Conduct outreach to owners, with special attention to owners outside areas of poverty or minority concentration
- Approve the rental unit (including assuring compliance with housing quality standards and rent reasonableness), the owner, and the tenancy
- Make housing assistance payments to the owner in a timely manner
- Ensure families and their rental units continue to qualify under the program
- Ensure owners and families comply with program rules
- Provide families and owners with prompt professional service
- Comply with all fair housing and equal opportunity requirements, HUD regulations and requirements, the Annual Contributions Contract, HUD-approved applications for funding, SNRHA's Administrative Plan, and other applicable federal, state, and local laws.

What does the Owner do?

The owner has the following major responsibilities:

- Screen families who apply for tenancy, to determine if they will be good renters
 - SNRHA can provide some information to the owner, but the primary responsibility for tenant screening rests with the owner.
 - The owner should consider family background factors such as rent and bill-paying history, history of caring for property, respecting the rights of others to peaceful enjoyment of the property, compliance with essential conditions of tenancy, whether the family is engaging in drug-related criminal activity or other criminal activity that might threaten others.
- Comply with the terms of the Housing Assistance Payments (HAP) contract, executed with SNRHA



- Comply with all applicable fair housing laws and discriminate against no one
- Maintain the housing unit by making necessary repairs in a timely manner, as required by the Housing Assistance Contract (HAP) and SNRHA policies and procedures
- Collect rent due from the assisted family and otherwise comply with and enforce provisions of the dwelling lease.

What does the Family do?

The family has the following responsibilities:

- Provide SNRHA with required, complete, and accurate information for continued eligibility.
- Make their best and most timely efforts to find suitable housing qualifying them for the program
- Attend all appointments scheduled by SNRHA
- Allow SNRHA to inspect the unit at reasonable times and after reasonable notice
- Take responsibility for care of the housing unit, including any violations of housing quality standards caused by the family
- Comply with the terms of the lease with the owner
- Comply with the family obligations of the voucher
- Not commit serious or repeated violations of the lease
- Not engage in drug-related or violent criminal activity
- Notify SNRHA and the owner before moving or terminating the lease
- Use the assisted unit only as the sole residence of the family. Not sublet the unit, assign the lease, or have any interest in the unit
- Promptly notify SNRHA of any changes in family composition
- Not commit fraud, bribery, or any other corrupt or criminal act in connection with any housing programs.

If all parties fulfill their obligations in a professional and timely manner, the program responsibilities will be fulfilled effectively.



1-II.D. APPLICABLE REGULATIONS

Applicable regulations include:

- 24 CFR Part 5: General Program Requirements
- 24 CFR Part 8: Nondiscrimination
- 24 CFR Part 35: Lead-Based Paint
- 24 CFR Part 100: The Fair Housing Act
- 24 CFR Part 982: Section 8 Tenant-Based Assistance: Housing Choice Voucher Program
- 24 CFR Part 100: Fair Housing

Local rules made part of this Plan are intended to promote local housing objectives consistent with the intent of the federal housing legislation.

PART III: THE HCV ADMINISTRATIVE PLAN

1-III.A. OVERVIEW AND PURPOSE OF THE PLAN

The Administrative Plan is required by HUD. The purpose of the Administrative Plan is to establish policies for carrying out the program operations in a manner consistent with HUD requirements as well as local goals and objectives contained in SNRHA's agency plan. This Administrative Plan is a supporting document to the SNRHA agency plan, and is available for public review as required by CFR 24 Part 903.

This Administrative Plan is set forth to define SNRHA's local policies for operation of the housing programs in the context of federal laws and regulations. All issues related to Section 8-HCV Program not addressed in this document are governed by such federal regulations, HUD handbooks and guidebooks, notices, and other applicable law. The policies in this Administrative Plan have been designed to ensure compliance with the consolidated ACC and all HUD-approved applications for program funding.

SNRHA is responsible for complying with all changes in HUD regulations pertaining to the HCV program. If such changes conflict with this plan, HUD regulations will have precedence.

Administration of the HCV program and the functions and responsibilities of SNRHA staff shall be in compliance with SNRHA's personnel policy and HUD's Section 8-HCV regulations as well as all federal, state, and local fair housing laws and regulations.

1-III.B. CONTENTS OF THE PLAN [24 CFR 982.54]

HUD regulations contain a list of what must be included in the Administrative Plan. SNRHA Administrative Plan must cover SNRHA policies on these subjects:

- Selection and admission of applicants from the SNRHA waiting list, including any SNRHA admission preferences, procedures for removing applicant names from the waiting list, and procedures for closing and reopening the SNRHA waiting list (Chapter 4)



- The issuing or the denying of vouchers, including SNRHA policy governing the voucher term and any extensions or suspensions of the voucher term. 'Suspension' means stopping the clock on the term of a family's voucher after the family submits a request for approval of the tenancy. If SNRHA decides to allow extensions or suspensions of the voucher term, SNRHA Administrative Plan must describe how SNRHA determines whether to grant extensions or suspensions and how SNRHA determines the length of any extension or suspension (Chapter 7).
- Any special rules for use of available funds when HUD provides funding to SNRHA for a special purpose (e.g., desegregation), including funding for specified families or a specified category of families (Chapter 4)
- Occupancy policies, including definition of what group of persons may qualify as a 'family'; definition of when a family is considered to be 'continuously assisted'; standards for denying admission or terminating assistance based on criminal activity or alcohol abuse in accordance with 982.553 (Chapters 3 and 12)
- Encouraging the participation by owners of suitable units located outside areas of low income or minority concentration (Chapter 7)
- Assisting a family that claims illegal discrimination has prevented the family from leasing a suitable unit (Chapter 2)
- Providing information about a family to prospective owners (Chapters 3 and 9)
- Disapproval of owners (Chapter 13)
- Subsidy standards (Chapter 5)
- Family absence from the dwelling unit (Chapter 12)
- How to determine who remains in the program if a family breaks up (Chapter 3)
- Informal review procedures for applicants (Chapter 14)
- Informal hearing procedures for participants (Chapter 14)
- The process for establishing and revising voucher payment standards (Chapter 16)
- The method of determining that rent to owner is a reasonable rent (initially and during the term of a HAP contract) (Chapter 8)
- Special policies concerning special housing types in the program (e.g., use of shared housing) (Chapter 15)
- Policies concerning payment by a family to SNRHA of amounts the family owes SNRHA (Chapter 16)
- Interim redeterminations of family income and composition (Chapter 11)
- Restrictions, if any, on the number of moves by a participant family (Chapter 10)
- Approval by the Board of Commissioners or other authorized officials to charge the administrative fee reserve (Chapter 1)



- Procedural guidelines and performance standards for conducting required housing quality standards inspections (Chapter 8)
- SNRHA screening of applicants for family behavior or suitability for participation (Chapter 3) and
- Conducting business in accordance with Core Values (Appendix F)

New Approach to Policy Development

HUD has developed an approach to monitoring and policy development that requires PHAs to establish policies for these purposes.

A primary focus of HUD's Rental Integrity Monitoring (RIM) program was consistency. Consistency in how SNRHA conducts their business and is how HUD monitors SNRHA's activities.

HUD expects all staff will be consistent in the procedures they follow, the calculations they make, and their actions will be consistent with SNRHA's Administrative Plan.

Mandatory vs. Discretionary Policy

HUD makes a distinction between:

- Mandatory policies: those driven by legislation, regulations, current handbooks, notices, and legal opinions and
- Optional, non-binding guidance, including guidebooks, notices that have expired and recommendations from individual HUD staff.

HUD expects PHAs to develop policies and procedures that are consistent with mandatory policies and to make clear the optional policies SNRHA has adopted. SNRHA's Administrative Plan is the foundation of those policies and procedures. HUD's directions require SNRHA to make policy choices that provide guidance to staff and consistency to program applicants and participants.

Following HUD guidance, even though it is not mandatory, provides a PHA with a "safe harbor." HUD has already determined that the recommendations and suggestions it makes are consistent with mandatory policies. If a PHA adopts an alternative strategy, it must make its own determination that the alternative approach is consistent with legislation, regulations, and other mandatory requirements. There may be very good reasons for adopting a policy or procedure that is different than HUD's safe harbor, but PHAs should carefully think through those decisions.

1-III.C. ORGANIZATION OF THE PLAN

The Plan is organized to provide information to users in particular areas of operation.

1-III.D. UPDATING AND REVISING THE PLAN

SNRHA will revise this Administrative Plan as needed to comply with changes in HUD regulations. The original plan and any changes must be approved by the Board of Commissioners of the agency, the pertinent sections included in the Agency Plan, and a copy provided to HUD.



SNRHA Policy

SNRHA will review and update the plan as needed, to reflect changes in regulations, SNRHA operations, or when needed to ensure staff consistency in operation.

1-III.E. HCV NEEDS ASSESSMENT

The mission of SNRHA's HCV Program is to provide safe, decent, and sanitary affordable housing choices to the very low income and extremely low income families in its program. The Quality Housing and Work Responsibility Act (QHWRA) of 1998, requires 75 percent of all new admissions into the Section 8 Tenant Based Program be extremely low-income families. SNRHA in developing its needs assessment, considered the future needs of families who will be issued vouchers when funding is available, or special allocation of funding is received from HUD.

To this end, SNRHA evaluates its current program participants on a regular basis. The majority of participants are leased in two (2) bedroom units and the average time of lease-up (from date voucher was issued to leased up) has an estimated 45-60 calendar days. Any new allocations such as Welfare to Work, Family Unification Program, or Mainstream Vouchers, will require additional resources and community partnership efforts. SNRHA staff will also assist in explaining the program to new landlords and assist, as required, in rent negotiations to ensure all requests for lease-approval are reasonable, as required by HUD.

This effort, along with the dissemination of our Deconcentration Maps to all participants at briefings, will afford each client the opportunity to make informed housing choices. This map will have area amenities such as schools, hospitals, libraries, transportation routes, and other information identified on said map to assist families in making informed housing choices when selecting their unit. The Deconcentration Map will also have the poverty impacted census tracts highlighted for informational purposes. These strategies will provide the added benefit to SNRHA participants by making parts of the city/county with better schools and more jobs available to these families. Partnerships with other community organizations will play a valid role in providing childcare assistance, transportation to work, job and life skills training, and other support services.

SNRHA will conduct outreach efforts to attract new landlords throughout Clark County to ensure units are available when families are issued vouchers.

1-III. F. RECORDS FOR MONITORING SNRHA'S PERFORMANCE

In order to demonstrate compliance with HUD and other pertinent regulations, SNRHA will maintain records, reports, and other documentation for a time that is in accordance with HUD requirements and in a manner that will allow an auditor, housing professional, or other interested party to follow, monitor, and or assess SNRHA's operational procedures objectively and with accuracy and in accordance with Section 8 Management Assessment Program (SEMAP) requirements with internal supervisory audits.

In addition to the required SEMAP documentation, supervisory staff or their designee audit the following functions:

- Not less than 75% of reexaminations



- Not less than 75% of new applications

1-III. G. PRIVACY RIGHTS [24 CFR 982.551]

Applicants and participants, including all adults in their households, are required to sign the HUD 9886 Authorization for Release of Information annually. This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD/SNRHA will release family information. SNRHA shall require additional authorizations not covered by the HUD 9886 form as required for verifications.

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

Any and all information which discloses the nature and/or severity of a person's disability must be redacted or removed from a client's file.

SNRHA's practices and procedures are designed to safeguard the privacy of applicants and program participants. All applicant and participant files will be stored in a secure location which is only accessible by authorized staff.

SNRHA staff will not discuss family information contained in files unless there is a business reason to do so. Inappropriate discussion of family information or improper disclosure of family information by staff will result in severe disciplinary action.

1-III.H. FAMILY OUTREACH [24 CFR 982.153(b) (1)]

SNRHA will publicize and disseminate information to make known the availability of housing assistance and related services for very low-income families on a regular basis. When SNRHA's waiting list is open, SNRHA will publicize the availability and nature of housing assistance for very low-income families in a newspaper of general circulation, minority media, and by other suitable means, including outreach to organizations that provide services to the disabled and Limited English Proficiency persons.

To reach persons who cannot read newspapers, SNRHA will distribute fact sheets to the broadcasting media, and initiate personal contacts with members of the news media and community service personnel. SNRHA will also utilize public service announcements. SNRHA shall advertise in the following location(s) and publications when opening its Waiting list. However, the list of vendors below may be altered without Board approval based on results of outreach and other factors such as vendors no longer being available. The Director of Housing Programs or their designee will make this determination.

- Las Vegas Review Journal/Sun
- El Mundo
- Latin American Press
- Asian Journal
- The Israelite
- Indian Voice



- The Challenger
- SNRHA's website @ www.snrha.org

Additionally to reach persons with disabilities, SNRHA will provide separate notice to local organizations representing the interests of needs of the disabled. This will include but are not limited to notice to the following organizations:

- Opportunity Village
- Southern Nevada Advocacy and Law Center
- Nevada Legal Services
- Help Them Walk Again
- Nevada Association for the Handicapped
- United Cerebral Palsy of Nevada
- Department of Human Services
- Southern Nevada Center for Independent Living
- Nevada Disability Advocacy and Law Center
- St Vincent's
- Salvation Army Family Services
- Shade Tree
- Helping Hands
- Veterans Administration
- Nevada Association of Latin Americans
- Nevada Children Center
- Nevada Client Assistance Program
- Nevada Community Outreach Medical
- Nevada Equal Rights Commission
- Nevada Fair Housing Center
- Blind Center of Nevada
- Assistive Technology Center at Nevada Community Enrichment Program
- Clark County Legal Services
- Multiple Sclerosis National Society
- Southern Nevada Adult Mental Health District
- Women Development Center



- Lutheran Social Services
- AEGIS of Las Vegas –Alzheimer Memory Care
- NSW –Owens
- NSW –Belrose
- NSW-Henderson
- Southern Nevada Health Center
- Las Vegas Indian Center
- Salvation Army
- Catholic Charities of SN
- Safe Nest
- Shade Tree
- United Cerebral Palsy of NV/Easter Seals
- Department of Children and Family Services

1-III.I. OWNER OUTREACH [24 CFR 982.54(d) (5), 982.153(b) (1)]

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

SNRHA encourages owners of qualified, decent, safe, and sanitary housing units to lease to Section 8-HCV families.

SNRHA maintains a list of units via GoSection8.com software available for the Section 8-HCV Program.

SNRHA will maintain a database using GoSection8.com, of available housing submitted by owners in all neighborhoods within the Housing Authority's jurisdiction to ensure greater mobility and housing choice to eligible very low and low-income households. Instructional cards for listing and accessing listing will be provided in its lobby, available on its website, and mailed on request as a reasonable accommodation for a person with a disability. The information will also be included in all briefing packets.

SNRHA staff initiates personal contact with private property owners and managers by conducting formal and informal discussions and meetings.

Printed material is offered to acquaint owners and managers with the opportunities available under the program.

SNRHA has active participation in a community-based organization(s) comprised of private property and apartment owners and managers.



SNRHA will actively recruit property owners with property located outside areas of minority and poverty concentration and apply for exception payment standards if SNRHA determines it is necessary to make the program more accessible in SNRHA's jurisdiction.

SNRHA encourages program participation by owners of units located outside areas of poverty or minority concentration. SNRHA periodically evaluates the demographic distribution of assisted families to identify areas within the jurisdiction where owner outreach should be targeted. The purpose of these activities is to provide more choices and better housing opportunities to families. Voucher holders are informed of a broad range of areas where they may lease units inside SNRHA's jurisdiction and given a list of landlords or other parties who are willing to lease units or help families who desire to live outside areas of poverty or minority concentration.

SNRHA conducts meetings with participating owners to improve owner relations and to recruit new owners.

SNRHA shall periodically:

- Request the HUD Field Office to furnish a list of HUD-held properties available for rent
- Develop working relationships with owners and real estate broker associations
- Establish contact with civic, charitable, or neighborhood organizations which have an interest in housing for low-income families and public agencies concerned with obtaining housing for displacements
- Explain the program, including equal opportunity requirements, nondiscrimination requirements, and Fair Housing Amendments Act of 1988 and Americans with Disabilities Act to real estate agents, landlords, and other groups that have dealings with low-income families or are interested in housing such families.



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FAIR HOUSING AND EQUAL OPPORTUNITY

INTRODUCTION

This chapter explains the laws and HUD regulations requiring SNRHA to affirmatively further civil rights and fair housing in all federally-assisted housing programs. The letter and spirit of these laws are implemented through consistent policy and processes. The responsibility to further nondiscrimination pertains to all areas of SNRHA's Housing Choice Voucher (HCV) operations.

This chapter describes HUD regulations and SNRHA policies related to these topics in three parts:

Part I: Nondiscrimination. This part presents the body of laws and regulations governing the responsibilities of SNRHA regarding nondiscrimination.

Part II: Policies Related to Persons with Disabilities. This part discusses the rules and policies of the Housing Choice Voucher program related to reasonable accommodation for persons with disabilities. These rules and policies are based on the Fair Housing Act (42.U.S.C.) and Section 504 of the Rehabilitation Act of 1973, and incorporate guidance from the Joint Statement of The Department of Housing and Urban Development and the Department of Justice (DOJ), issued May 17, 2004.

Part III: Prohibition of Discrimination Against Limited English Proficiency Persons. This part details the obligations of the PHA to ensure meaningful access to the HCV program and its activities by persons with Limited English Proficiency (LEP.) This part incorporates HUD and DOJ's Notice of Guidance, published January 22, 2007 in the *Federal Register*.

PART I: NONDISCRIMINATION

2-I.A. OVERVIEW

Federal laws require PHAs to treat all applicants / participants equally, providing the same quality of service, regardless of family characteristics and background. Federal law prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, age, familial status, and disability. In addition, HUD regulations provide for additional protections regarding sexual orientation, gender identity, and marital status. SNRHA will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

- Title VI of the Civil Rights Act of 1964
- Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)
- Executive Order 11063
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975



- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)
- Violence Against Women Reauthorization Act of 2005 (VAWA)
- The Equal Access to Housing in HUD Program Regardless of Sexual Orientation or Gender Identify Final Rule, published in the Federal register February 3, 2012
- When more than one civil rights law applies to a situation, the laws will be read and applied together.
- Any applicable state laws or local ordinances and any legislation protecting individual rights of tenants, participants, applicants, or staff that may subsequently be enacted
- The US Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity in housing and employment.

SNRHA also complies with Executive Order 13166-Limited English Proficiency (LEP) Plan for all LEP eligible clients. (See Appendix B; 2:II.E and 2III.A)

SNRHA Policy

SNRHA shall not deny any family or individual the equal opportunity to apply for or receive assistance under the Housing Choice Voucher Programs on the basis of race, color, sex, religion, creed, national or ethnic origin, age, familial, marital status, disability, sexual orientation, gender identity and/or marital status. No state or local nondiscrimination laws or ordinances apply above the federal directives, except as noted.

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

If a family believes they have been the victims of illegal discrimination, SNRHA will provide:

- HUD's Fair Housing brochure
- Assistance in completing HUD Form 903
- Referral to the Regional HUD Office of Fair Housing
- Referral to State or local fair housing organizations

All Housing Authority staff will be required to attend fair housing training and shall be informed of the importance of affirmatively furthering fair housing and providing equal opportunity to all families, including providing reasonable accommodations to persons with disabilities and Limited English Proficiency persons with translation and interpretation assistances, as a part of the overall commitment to quality customer service.



Fair Housing posters are posted throughout the Housing Authority office/s, including in the lobby and interview rooms and the equal opportunity logo will be used on all outreach materials. Staff will attend local fair housing update training sponsored by HUD and other local organizations to keep current with new developments.

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

The Southern Nevada Regional Housing Authority's office(s) are accessible to persons with disabilities. Accessibility for the hearing impaired is provided by a TDD or RELAY services.

2.I.B. NONDISCRIMINATION

Federal regulations prohibit discrimination against certain protected classes and other groups of people. State and local requirements, as well as SNRHA policies, can prohibit discrimination against additional classes of people.

SNRHA shall not discriminate because of race, color, sex, religion, familial status, age, disability or national origin (called "protected classes".)

Familial status includes children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18.

The PHA will not discriminate on the basis of marital status, gender identity or sexual orientation (FR Notice 02/03/12.)

SNRHA Policy:

SNRHA does not identify any additional protected classes.

SNRHA will not use any of these factors to:

- Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in the Housing Choice Voucher program
- Provide housing that is different from that provided to others
- Subject anyone to segregation or disparate treatment
- Subject anyone to sexual harassment
- Restrict anyone's access to any benefit enjoyed by others in connection with the housing program
- Treat a person differently in determining eligibility or other requirements for admission
- Steer an applicant / participant toward or away from a particular area based on any of these factors
- Deny anyone access to the same level of services
- Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program
- Discriminate in the provision of residential real estate transactions



THE FAIR HOUSING ACT [24 CFR PART 100]

Illegal Inquiries [24 CFR 100.202]

The Fair Housing Act makes it unlawful for a housing provider to:

- Ask if an applicant/participant for a dwelling has a disability or if a person intending to reside in a dwelling or anyone associated with an applicant / participant has a disability; or
- Ask about the nature or severity of a disability of such persons.

SNRHA may make the following inquiries, provided these inquiries are made of all applicants, regardless of whether the applicant appears to have a disability or says he or she has a disability;

- An inquiry into an applicant's ability to meet the requirements of tenancy;
- An inquiry to determine if an applicant is involved in current, illegal use of drugs;
- An inquiry to determine if an applicant qualifies for a dwelling legally available only to persons with a disability or to persons with a particular type of disability. SNRHA may inquire whether an applicant has a disability for determining if that person is eligible to live in mixed population (elderly/disabled) housing or housing designated for persons with disabilities;
- An inquiry to determine if an applicant qualifies for housing that is legally available on a priority basis to persons with disabilities or to persons with a particular disability. This means SNRHA may ask applicants if they need units with accessible features, including units designed to be accessible for persons with hearing and/or visual impairments, or if they qualify for a housing choice voucher designated for persons with disabilities only.

Verification of eligibility for SNRHA programs and benefits for persons with disabilities:

SNRHA is required to verify an applicant qualifies as a person with a disability before permitting them to move to housing designated for persons with disabilities, or granting the \$400 deduction.

Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class.

Applicants / participants cannot be compelled to reveal they have a disability; however, if they do not, they may not receive any of the benefits that such status confers.

SNRHA's policy is to ask all applicants whether they wish to claim disability status or need any special unit features or methods of communication for persons with disabilities.

SNRHA will explain the consequences of the disclosure of one's disability as having possible benefits in rent calculation or an accessible unit, and required verification of disability prior to receipt of the particular benefit at issue.

Verification of disability and need for requested reasonable accommodation(s):

- To verify an applicant is a person with a disability, SNRHA staff can first check to see whether the applicant is under age 62 and receives either Social Security Disability Income (SSDI) or Supplemental Security Income (SSI) income. Receipt of such disability income is



sufficient verification that an individual qualifies as a person with a disability. However, individuals with disabilities who do not receive SSI or SSDI may still qualify as a person with a disability under the statutory definitions of disability. In these cases, the individual with a disability may need to provide supporting documentation. If a person requests a reasonable accommodation, then SNRHA may need to verify the person is a qualified individual with a disability and whether a requested accommodation is necessary to provide the individual with an equal opportunity to use or enjoy a dwelling unit, including the public and common areas. In doing so, SNRHA should only ask for information actually necessary to verify the person has a disability and there is a reasonable nexus between the individual's disability and the requested accommodation(s.)

SNRHA is not permitted to inquire about the nature or severity of the person's disability. Further, SNRHA staff may never inquire about an individual's specific diagnosis or details of treatment. If SNRHA receives documentation from a verification source containing the individual's specific diagnosis, information regarding the individual's treatment and/or information regarding the nature or severity of the person's disability, SNRHA should immediately dispose of this confidential information. This information should never be maintained in the individual's file.

Under no circumstances should SNRHA request an applicant's / participant's medical records, nor should SNRHA require applicants / participants submit to physical examinations or medical tests such as TB testing, or AIDS testing as a condition of occupancy.

Note: It is a violation of Section 504 and the Fair Housing Act for a PHA to inquire whether an applicant / participant is capable of "living independently." Courts have consistently held that this is not a legitimate inquiry to make of applicants / participants in HUD-assisted housing and PHAs should ensure their screening materials do not include questions related to such an inquiry.

Reasonable Modification to Existing Premises [24 CFR 100.203]

Reasonable Modifications to existing premises applies to private owners participating in Housing Choice Voucher programs or other tenant-based programs, as well as to PHA owners of existing public housing units.

Under the Fair Housing Act, it is unlawful for an owner to refuse to permit a person with a disability, at their own expense, to make reasonable modifications of existing premises occupied or about to be occupied by a person with a disability if such modification may be necessary to afford the person with a disability full enjoyment of the premises. Under certain circumstances, the owner may require the tenant to pay funds (into an escrow account) necessary to restore the interior of the unit to its original condition if the modification would interfere with the owner or next resident's full enjoyment of the premises (see regulation for further requirements and guidance.) An owner may require that a resident restore modifications to the interior of the unit.

Reasonable Accommodation [24 CFR 100.204]

Reasonable Accommodations apply to private owners participating in Housing Choice Voucher programs, PHAs, and all housing providers that are recipients of Federal financial assistance. PHAs are also covered under Section 504. The Fair Housing Act makes it unlawful for any person to refuse to make reasonable accommodations in rules, policies, practices, or services when such accommodations may be necessary to afford persons with disabilities equal



opportunity to use and enjoy a dwelling unit, including public and common use areas (see regulation for further requirements and guidance.)

Providing Information to Families and Owners

SNRHA must take steps to ensure families and owners are fully aware of all applicable civil rights laws. As part of the briefing process, SNRHA must provide information to HCV applicant families about civil rights requirements and the opportunity to rent in a broad range of neighborhoods [24 CFR 982.301.] The Housing Assistance Payments (HAP) contract informs owners of the requirement not to discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the contract.

Discrimination Complaints

If an applicant / participant believes any family member has been discriminated against by SNRHA or an owner, the family should advise SNRHA. SNRHA should make every reasonable attempt to determine whether the applicant's / participant's assertions have merit and take any warranted corrective action. In addition, SNRHA is required to provide the applicant / participant with information about how to file a discrimination complaint [24 CFR 982.304].

Upon receipt of a housing discrimination complaint, the PHA is required to:

- Provide written notice of the complaint to those alleged and inform the complainant that such notice was made
- Investigate the allegations and provide the complainant and those alleged with findings and either a proposed corrective action or an explanation of why corrective action is not warranted
- Keep records of all complaints, investigations, notices, and corrective actions [Notice PIH 2014-20]

SNRHA Policy

Applicants / participants who believe they have been subject to unlawful discrimination may notify SNRHA either orally or in writing.

SNRHA will attempt to remedy discrimination complaints made against SNRHA.

SNRHA will provide a copy of a discrimination complaint form to the complainant and provide them with information on how to complete and submit the form to HUD's Office of Fair Housing and Equal Opportunity (FHEO.)

PART II: POLICIES RELATED TO PERSONS WITH DISABILITIES

2-II.A. OVERVIEW

One type of disability discrimination prohibited by the Fair Housing Act is the refusal to make reasonable accommodation in rules, policies, practices, or services when such accommodation may be necessary to afford a person with a disability the equal opportunity to use and enjoy a program or dwelling under the program.



SNRHA must ensure persons with disabilities have full access to SNRHA's programs and services. This responsibility begins with the first inquiry of an interested family and continues through every programmatic area of the HCV program.

SNRHA Policy

SNRHA will ask all applicants / participants if they require any type of accommodations, in writing, on the intake application, reexamination documents, and notices of adverse action by SNRHA, by including the following language:

“If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please contact the housing authority.”

The 504 Officer's contact phone number will be indicated as the contact for requests for accommodation for persons with disabilities.

2-II.B. DEFINITION OF REASONABLE ACCOMMODATION

A reasonable accommodation is an adjustment made to a rule, policy, practice, or service that allows a person with a disability to have equal access to the HCV program. For example, reasonable accommodations may include making home visits, extending the voucher term, or approving an exception payment standard in order for a participant to lease an accessible dwelling unit.

Federal regulations stipulate that requests for accommodations will be considered reasonable if they do not create an "undue financial and administrative burden" for SNRHA, or result in a "fundamental alteration" in the nature of the program or service offered. A fundamental alteration is a modification that alters the essential nature of a provider's operations.

Types of Reasonable Accommodations

When needed, SNRHA must modify normal procedures to accommodate the needs of a person with disabilities. Examples include:

- Permitting applications and reexaminations to be completed by mail
- Conducting home visits
- Using higher payment standards (either within the acceptable range or with HUD approval of a payment standard outside SNRHA range) if SNRHA determines this is necessary to enable a person with disabilities to obtain a suitable housing unit
- Providing time extensions for locating a unit when necessary because of lack of availability of accessible units or special challenges of the family in seeking a unit
- Permitting an authorized designee or advocate to participate in the application or certification process and any other meetings with SNRHA staff
- Displaying posters and other housing information in locations throughout SNRHA's office in such a manner as to be easily readable from a wheelchair
- A utility allowance that is higher than the applicable amount on the utility allowance schedule. SNRHA will consider requests to approve a utility allowance because of additional equipment that uses an allowable consumption verified by engineering studies and will allow



up to twenty-percent (20%) over the published and approved utility allowance.

2-II.C. REQUEST FOR AN ACCOMMODATION

If an applicant / participant indicates an exception, change, or adjustment to a rule, policy, practice, or service is needed because of a disability, HUD requires that SNRHA treat the information as a request for a reasonable accommodation, even if no formal request is made [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act.]

The family must explain what type of accommodation is needed to provide the person with the disability full access to SNRHA's programs and services.

If the need for the accommodation is not readily apparent or known to SNRHA, the family must explain the relationship between the requested accommodation and the disability. There must be an identifiable relationship, or nexus, between the requested accommodation and the individual's disability.

2.II.D. REASONABLE ACCOMMODATIONS POLICY

SNRHA, as a public agency that provides low rent housing to eligible families, has a legal obligation to provide "reasonable accommodations" to applicants / participants if they or any family member have a disability as defined at 24 CFR 8.4. See Glossary for definition of disability. Applicants, participants, or employees who are individuals with disabilities should contact the Authority's 504/ADA Coordinator to seek reasonable accommodations.

SNRHA's policy is to be service-directed in the administration of our housing programs, and to exercise and demonstrate a high level of professionalism while providing housing services to families.

A participant with a disability must first ask for a specific change to a policy or practice as an accommodation of their disability. SNRHA's policies and practices will be designed to provide assurances that persons with disabilities will be given reasonable accommodations, upon request, so that they may fully access and utilize the housing program and related services.

This policy is intended to afford persons with disabilities an equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as those who do not have disabilities and is applicable to all situations described in this Administrative Plan including when a family initiates contact with SNRHA, when SNRHA initiates contact with a family (including when a family applies) and when SNRHA schedules or reschedules appointments of any kind.

To be eligible to request a reasonable accommodation, the requester must first certify (if apparent) or verify (if not apparent) they are a person with a disability under the following ADA definition:

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



Rehabilitated former drug users and alcoholics are covered under the ADA. However, a current drug user is not covered. In accordance with 5.403(a), individuals are not considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence. An individual whose drug or alcohol addiction is a material factor to their disability is excluded from the definition. Individuals are considered disabled if disabling mental and physical limitations would persist if drug or alcohol abuse discontinued.

Once the person's status as a qualified person with a disability is confirmed, SNRHA will require a professional third party (competent to make the assessment) provide written verification the person needs the specific accommodation due to their disability, and the change is required for them to have equal access to the housing program.

If SNRHA finds the requested accommodation creates an undue administrative or financial burden, or would violate a federal regulation or statute, SNRHA will either deny the request and/or present an alternate accommodation that will still meet the need of the person. An undue administrative burden is one that requires a fundamental alteration of the essential functions of SNRHA (i.e. waiving a family obligation.)

An undue financial burden is one that when considering the available resources of the agency as a whole, the requested accommodation would pose a severe financial hardship on SNRHA.

Requests for reasonable accommodations not requiring monetary assistance from SNRHA to implement or require staff to provide services over-and-above their duties (home visits would be considered within said duties) would not require SNRHA's 504 Officer's Approval. All other requests will be reviewed and approved by SNRHA's 504 Officer and/or the Housing Program Director or their designee.

If a request is denied, SNRHA will provide a written decision to the person requesting the accommodation within 14 business days. In addition, if a person is denied the accommodation or feels the alternative suggestions are inadequate, they may request an informal review (for applicants) or informal hearing (for participants) to review SNRHA's decision. Copies of all reasonable accommodation requests and their outcome shall be forwarded to the 504 Coordinator for tracking purposes and additional follow-up, if required.

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

All SNRHA mailings will be made available in an accessible format upon request, as a reasonable accommodation. Subject to the undue burdens and fundamental alterations tests described below, SNRHA will correct physical situations or procedures that create a barrier to equal housing opportunity for all. To permit people with disabilities to take full advantage of SNRHA's housing programs and non-housing programs, in accordance with Section 504 and the Fair Housing Amendment Act of 1968, SNRHA shall comply with all requirements and prohibitions in applicable law. Facilities and programs used by applicants / participants shall be accessible to persons in wheelchairs, persons with sensory impairments, and other persons with disabilities. Application offices, management offices, and hearing rooms, (to the extent SNRHA has such facilities) will be usable by participants with a full range of disabilities. If SNRHA offers such facilities, and none is accessible, some will be made so, subject to the undue financial and administrative burden test [24 CFR 8.21.]



Documents and procedures used by applicants / participants shall be accessible to persons in wheelchairs, persons with sensory impairments, and other persons with disabilities. Also, all documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. Methods used to ensure communication is understandable by persons with disabilities are described in SNRHA's Procedure on Civil Rights and Disability Rights [24 CFR 8.6.]

A reasonable accommodation is some modification or change SNRHA can make (at SNRHA's expenses) to its policies, practices, or procedures that will assist an otherwise eligible applicant / participants with a disability to take full advantage of and use all SNRHA's programs, including those that are operated by other agencies in SNRHA-owned public space [24 CFR § 8.20.]

An accommodation is not reasonable if it: [24 CFR § 8.21(b) and 24 CFR § 8.24(a)(2)]

- Causes an undue financial and administrative burden; or
- Represents a fundamental alteration in the nature of SNRHA's program.

Examples of reasonable accommodations in the Housing Choice Voucher program include, but are not limited to: [24 CFR § 8.4]

- Making sure SNRHA's program offices are fully accessible
- Conducting interviews, meetings, and conferences at some site other than the Authority at the request of an individual with disabilities who cannot come to SNRHA's offices
- Granting a family with disabilities more time than usually granted to find a unit and meeting the family's needs
- Approving a family that includes an individual with disabilities for a larger than normal unit to accommodate the individual's disability-related needs for a separate bedroom, a live-in aide, or room to store disability-related equipment or supplies
- When financially feasible and permitted by HUD, granting an exception rent to a landlord who makes accessibility improvements on behalf of a program participant who is an individual with disabilities

1) Ensuring all communications with disabled individuals are fully intelligible to all parties, including those with sensory or cognitive impairments. Examples of ways effective communication would be carried out include, but are not limited to:

- Making large type documents, Braille documents, cassettes or a reader available to an applicant / participant with a vision impairment during interviews or meetings with SNRHA staff
- Making a sign language interpreter available to an applicant / participant with a hearing impairment during interviews or meetings with SNRHA staff
- Providing Telecommunications Devices for the Deaf (TDDs) to permit persons with hearing impairments to communicate with SNRHA by telephone
- Permitting an applicant / participant to be accompanied or represented by a family member, friend, or advocate at all meetings and interviews with SNRHA if the individual desires such representation, or



- Permitting an outside agency or individual to assist an applicant / participant with a disability to meet SNRHA's applicant screening criteria.
- 2) An applicant / participant family with a disabled member must still be able to meet essential obligations of the Housing Choice Voucher program. They must be able (with or without assistance) [24 CFR § 8.3]
 - a) To carry out their obligations under the voucher;
 - b) To carry out their obligations under the lease; and
 - c) To comply with necessary and reasonable rules and program requirements of HUD and SNRHA.
 - 3) If applicant / participant family members needs assistance with one of the essential obligations of tenancy, as a reasonable accommodation, SNRHA will permit a friend, family member, or advocate provide such assistance or make a referral to an individual or agency that can provide such assistance [24 CFR § 8.20.]
 - 4) If an applicant / participant receives a referral to an agency or individual who can assist the applicant / participant in complying with the essential obligations of tenancy, the applicant / participant is not obligated to accept the service. But if refusing service results in a lease violation or violation of family obligations under the Housing Choice Voucher Program, SNRHA may terminate the lease [24 CFR § 8.2.]
 - 5) At any time an applicant / participant family has a disability and needs / wants a reasonable accommodation, it may be requested [24 CFR § 8.20.]
 - 6) If an applicant / participant would prefer not to discuss the situation with SNRHA, that is his/her right.

See Addendum "A" for Additional RA Guidance

2.II.E. PROVIDING INFORMATION IN LANGUAGES OTHER THAN ENGLISH

1. SNRHA makes all written materials (establish as LEP vital documents in the agency's LEP Plan) to be used by or sent to applicants / participants available in a language other than English if at least five percent of the program eligible people in the Authority's jurisdiction speak that language and have Limited English Proficiency. When the group of people needing translation equals at least five percent of the program eligible population:
 - a. In some cases, materials will be printed with an English version on one side of the paper and in an alternate language version on the reverse
 - b. Complex documents, such as the Applications, Continued Occupancy Forms, and Grievance Procedures will be available in both English and other languages
 - c. Persons who are fluent in the alternate language are available for interviews, meetings, and other forms of face-to-face communication with families whose first language is something other than English.
2. To assist persons with Limited English Proficiency who are not a large enough group to warrant full translation, staff will arrange for another appointment and SNRHA shall pay for the services of a professional interpreter at no charge to the applicant/participant.



3. All vital forms, written materials, and recorded voice-mail messages used to communicate with prospective applicants / participants shall be available in all languages used by a significant proportion of SNRHA's eligible population or tagged. This includes the following documents related to registration, intake, marketing, outreach, certification, re-examination, and inspections as needed:

- Pre-Applications
- Full Applications
- Posters, or
- Notices

Other letters and forms shall have a "tag" written in Spanish advising that SNRHA provides free translation and interpreter services for its clients and instructing them how to contact our bi-lingual staff for assistance. *Under Addendum B, is SNRHA LEP Full Plan.*

SNRHA Policy

SNRHA will encourage the family to make its request in writing using a SNRHA provided request form.

2-II.F. VERIFICATION OF DISABILITY

The regulatory civil rights definition for persons with disabilities is provided in Exhibit 2-1 at the end of this chapter. The definition of a person with a disability for the purpose of obtaining a reasonable accommodation is much broader than the HUD definition of disability which is used for waiting list preferences and income allowances. Verification policies are contained in Chapter 7.

Before providing an accommodation, SNRHA must determine if the person meets the definition of a person with a disability for purposes of reasonable accommodation, and the accommodation will enhance the family's access to SNRHA's programs and services.

If a person's disability is obvious or otherwise known to SNRHA, and if the need for the requested accommodation is also readily apparent or known, no further verification will be required [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act.]

If a family indicates an accommodation is required for a disability that is not obvious or otherwise known to SNRHA, SNRHA must verify the person meets the definition of a person with a disability, and the limitations imposed by the disability require the requested accommodation.

When verifying a disability, SNRHA will follow the verification policies provided in Chapter 6. All information related to a person's disability will be treated in accordance with the confidentiality policies provided in Chapter 16. In addition to the general requirements governing all verification efforts, the following requirements apply when verifying a disability:

- Third-party verification must be obtained from an individual identified by the family who is competent to make the determination. A doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability may provide verification of a disability [Joint Statement of



the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act.]

- SNRHA must only request information necessary to evaluate the disability-related need for the accommodation. SNRHA will not inquire about the nature or extent of any disability.
- Medical records will not be retained in the participant's file.

2-II.G. APPROVAL/DENIAL OF A REQUESTED ACCOMMODATION [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act]

SNRHA must approve a request for an accommodation if all the following three conditions are met:

1. The request was made by or on behalf of a person with a disability.
2. There is a disability-related need for the accommodation.
3. The requested accommodation is reasonable, meaning it would not impose an undue financial and administrative burden on SNRHA, or fundamentally alter the nature of the PHA's HCV operations (including the obligation to comply with HUD requirements and regulations.)

Requests for accommodations must be assessed on a case-by-case basis, taking into account factors such as the cost of the requested accommodation, the financial resources of SNRHA at the time of the request, the benefits that the accommodation would provide to the family, and the availability of alternative accommodations that would effectively meet the family's disability-related needs.

Before making a determination whether to approve the request, SNRHA may enter into discussion and negotiation with the family, request more information from the family, or may require the family to sign a consent form so SNRHA may verify the need for the requested accommodation.

SNRHA Policy

After a request for an accommodation is presented, SNRHA will respond, in writing, within 14 business days of receiving verifications.

If SNRHA denies a request for an accommodation because it is not reasonable (it would impose an undue financial and administrative burden or fundamentally alter the nature of SNRHA's operations,) SNRHA will discuss with the family whether an alternative accommodation could effectively address the family's disability-related needs without a fundamental alteration to the HCV program and without imposing an undue financial and administrative burden.

If SNRHA believes the family has failed to identify a reasonable alternative accommodation after interactive discussion and negotiation, SNRHA will notify the family, in writing, of its determination within 14 business days from the date of the most recent discussion or communication with the family.

2-II.H. PROGRAM ACCESSIBILITY FOR PERSONS WITH HEARING OR VISION IMPAIRMENTS



HUD regulations (24CFR 8.6 (a) (1) states the PHA shall take appropriate steps to ensure effective communication with applicants, beneficiaries, and members of the public and shall furnish appropriate auxiliary aids when necessary to afford an individual with disabilities an equal opportunity to appreciate and enjoy the benefits of a program or activity receiving Federal financial assistance and require SNRHA to ensure persons with disabilities related to hearing and vision have reasonable access to SNRHA's programs and services [24 CFR 8.6.]

At the initial point of contact with each applicant, the PHA shall inform all applicants of alternative forms of communication that can be used other than plain language paperwork.

SNRHA Policy

To meet the needs of persons with hearing impairments, TTD/TTY (text telephone display / teletype) communication will be available. SNRHA shall also utilize RELAY systems.

To meet the needs of persons with vision impairments, large-print and audio versions of key program documents will be made available upon request. When visual aids are used in public meetings or presentations, or in meetings with SNRHA staff, one-on-one assistance will be provided upon request.

Additional examples of alternative forms of communication are sign language interpretation, having material explained orally by staff or having a third party representative (a friend, relative or advocate, named by the applicant) to receive, interpret, and explain housing materials and be present at all meetings.

2-II.I. PHYSICAL ACCESSIBILITY

SNRHA must comply with a variety of regulations pertaining to physical accessibility, including the following:

- PIH 2002-01 (HA), Accessibility Notice
- Section 504 of the Rehabilitation Act of 1973
- The Americans with Disabilities Act of 1990
- The Architectural Barriers Act of 1968
- The Fair Housing Act of 1988.

SNRHA's policies concerning physical accessibility must be readily available to applicants and participants. They can be found in three key documents:

- This plan describes the key policies governing SNRHA's responsibilities with regard to physical accessibility.
- Notice PIH 2002-01(HA) Accessibility Notice (which must be posted in the HCV offices in a conspicuous place) summarizes information about pertinent laws and implementing regulations related to non-discrimination and accessibility in federally-funded housing programs.
- SNRHA Plan provides information about self-evaluation, needs assessment, and transition plans.

The design, construction, or alteration of SNRHA facilities must conform to the Uniform Federal Accessibility Standards (UFAS.) Newly-constructed facilities must be designed to be readily



accessible to and usable by persons with disabilities. Alterations to existing facilities must be accessible to the maximum extent feasible, defined as not imposing an undue financial and administrative burden on the operations of the HCV program.

When issuing a voucher to a family that includes an individual with disabilities, SNRHA will include a current list of available accessible units known to SNRHA and will assist the family in locating an available accessible unit, if necessary.

In general, owners must permit the family to make reasonable modifications to the unit. However, the owner is not required to pay for the modification and may require the unit be restored to its original state at the family's expense when the family moves.

2-II.J. DENIAL OR TERMINATION OF ASSISTANCE

A SNRHA's decision to deny or terminate the assistance of a family that includes a person with disabilities is subject to consideration of reasonable accommodation [24 CFR 982.552 (2)(iv).]

When applicants/participants with disabilities are denied assistance or terminated, the notice of denial/termination must inform them of SNRHA's informal review process and their right to request an informal review. In addition, the notice must inform applicants with disabilities of their right to request reasonable accommodations to participate in the informal review process.

When reviewing reasonable accommodation requests, SNRHA must consider whether any mitigating circumstances can be verified to explain and overcome the problem that led to SNRHA's decision to deny or terminate assistance. If a reasonable accommodation will allow the family to meet the requirements, SNRHA must make the accommodation.

PART III: IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)

2-III.A. OVERVIEW

Language for Limited English Proficiency Persons (LEP) can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the HCV program. In certain circumstances, failure to ensure LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin. This part incorporates the Notice of Guidance to Federal Assistance Recipients Regarding Title VI Prohibition Affecting Limited English Proficient Persons, published January 22, 2007 in the *Federal Register*.

SNRHA will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency (LEP.)

LEP is defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English. For the purposes of this Administrative Plan, LEP persons are HCV applicants / participants parents, and family members of applicants / participants.



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

- (1) the number or proportion of LEP persons eligible to be served or likely to be encountered by the Housing Choice Voucher program
- (2) the frequency with which LEP persons come into contact with the program
- (3) the nature and importance of the program, activity, or service provided by the program to people's lives, and
- (4) the resources available to the PHA and costs.

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

2-III.B. ORAL INTERPRETATION

In a courtroom, a hearing, or situations in which health, safety, or access to important benefits and services are at stake, SNRHA will generally offer or ensure the family is offered (through other sources) competent services free-of-charge to the LEP person.

SNRHA Policy

SNRHA will analyze the various kinds of contacts it has with the public to assess language needs and decide what reasonable steps should be taken. "Reasonable steps" may not be reasonable where the costs imposed substantially exceed the benefits.

Where feasible, SNRHA will train and hire bilingual staff to be available to act as interpreters and translators, will contract with vendors to provide translation services at no fee to the clients, and will standardize documents. Where feasible and possible, SNRHA will encourage the use of qualified community volunteers.

Where LEP persons desire, they will be permitted to use, at their own expense, an interpreter of their own choosing, in place of or as a supplement to the free language services offered by SNRHA. The interpreter may be a family member or friend. (See Addendum B for full LEP Plan)

2-III.C. WRITTEN TRANSLATION

Translation is the replacement of a written text from one language into an equivalent written text to another language.

SNRHA Policy

In order to comply with written-translation obligations, SNRHA will take the following steps:

SNRHA will provide written translations of vital documents for each eligible LEP language group that constitutes five percent or 1,000 persons, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally; or

If there are fewer than 50 persons in a language group that reaches the five percent trigger, SNRHA does not translate vital written materials, but provides



written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials, free of cost.

These “safe harbor” provisions apply to the translation of written documents only. They do not affect the requirement to provide meaningful access to LEP persons through competent oral interpreters where oral language services are needed and reasonable.

SNRHA will use the written documents supplied by HUD, whenever possible. All documents will be clearly marked “For Informational Purposes Only”. All documents that will be executed for the files and program requirements will be in English.

2-III.D. IMPLEMENTATION PLAN

After completing the four-factor analysis and deciding what language assistance services are appropriate, SNRHA shall determine whether it is necessary to develop a written implementation plan to address the identified needs of the LEP populations it serves.

If SNRHA determines it is not necessary to develop a written implementation plan, the absence of a written plan does not obviate the underlying obligation to ensure meaningful access by LEP persons to the PHA’s Housing Choice Voucher program and services.

SNRHA Policy

If it is determined SNRHA serves very few LEP persons, and SNRHA has very limited resources, SNRHA will not develop a written LEP plan, but will consider alternative ways to articulate in a reasonable manner a plan for providing meaningful access. Entities having significant contact with LEP persons, such as schools, grassroots and faith-based organizations, community groups, and groups working with new immigrants will be contacted for input into the process.

If SNRHA determines it is appropriate to develop a written LEP plan, the following five steps will be taken:

- (1) identifying LEP individuals who need language assistance
- (2) identifying language assistance measures
- (3) training staff
- (4) providing notice to LEP persons, and
- (5) monitoring and updating the LEP Plan.

See Addendum B for full LEP Plan

2-III. E. AFFIRMATIVE MARKETING [CFR 960.103]

SNRHA will conduct affirmative marketing as needed to ensure services are accessible to all applicants regardless of races, ethnic backgrounds, ages and disabilities. The wait list shall include a mix of applicants reflecting a proportion to the mix of those groups in the eligible population of the community to the extent possible. The marketing plan will take into



consideration the number and distribution of vacant units, units that can be expected to become vacant because of move-outs, and characteristics of families on the wait list. SNRHA will review these factors regularly to determine the need for and scope of marketing efforts.

All marketing efforts will include outreach to those least likely to apply. See Appendix E. Affirmatively Furthering Fair Marketing Policy.

EXHIBIT 2-1: DEFINITION OF A PERSON WITH A DISABILITY UNDER FEDERAL CIVIL RIGHTS LAWS [24 CFR Parts 8.3 and 100.201]

A person with a disability, as defined under federal civil rights laws, is any person who:

- Has a physical or mental impairment that substantially limits one or more of the major life activities of an individual, or
- Has a record of such impairment, or
- Is regarded as having such impairment

The phrase “physical or mental impairment” includes:

- Any physiological disorder or condition, cosmetic or disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
- Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term “physical or mental impairment” includes, but is not limited to: such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

“Major life activities” is inclusive of, but not limited to, caring for oneself, performing manual tasks, walking, seeing, hearing, breathing, learning, and/or working.

“Has a record of such impairment” means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

“Is regarded as having an impairment” is defined as having a physical or mental impairment that does not substantially limit one or more major life activities but is treated by a public entity (such as the PHA) as constituting such a limitation; has none of the impairments defined in this section but is treated by a public entity as having such an impairment; or has a physical or mental impairment that substantially limits one or more major life activities, only as a result of the attitudes of others toward that impairment.

The definition of a person with disabilities does not include:

- Current illegal drug users
- People whose alcohol use interferes with the rights of others
- Persons who objectively pose a direct threat or substantial risk of harm to others that cannot be controlled with a reasonable accommodation under the HCV program.

The above definition of disability determines whether an applicant / participant is entitled to any of the protections of federal disability civil rights laws. Thus, a person who does not meet this



disability is not entitled to a reasonable accommodation under federal civil rights and fair housing laws and regulations.

The HUD definition of a person with a disability is much narrower than the civil rights definition of disability. The HUD definition of a person with a disability is used for purposes of receiving the disabled family preference, the \$400 elderly/disabled household deduction, the \$480 dependent deduction, the allowance for medical expenses, or the allowance for disability assistance expenses.

The definition of a person with a disability for purposes of granting a reasonable accommodation request is much broader than the HUD definition of disability. Many people will not qualify as a disabled person under the HCV program, yet an accommodation is needed to provide equal opportunity.



Chapter 3

ELIGIBILITY

INTRODUCTION

SNRHA is responsible for ensuring every individual and family admitted to the HCV program meets all program eligibility requirements. This includes any individual approved to join the family after the family has been admitted to the program. The family must provide any information needed by the Public Housing Agency (PHA) to confirm eligibility and determine the level of the family's assistance. This Chapter defines both criteria for admission and denial of admission to the program. Applications are taken to compile a waiting list. The policy of this PHA is to strive for objectivity and consistency in applying these criteria to evaluate the eligibility of families who apply to ensure compliance with HUD criteria.

SNRHA staff will review all information provided by the family carefully and without regard to factors other than those defined in this Chapter. Families will be provided the opportunity to explain their circumstances, to furnish additional information (if needed,) and to receive an explanation of the basis for any decision made by SNRHA pertaining to their eligibility.

In the case of disputes on eligibility/ineligibility criteria pending the outcome of legal proceedings (i.e., currently under appeal in a court of law,) SNRHA will determine the family to be ineligible at that time. If the legal decision is rendered that the person did meet the eligible factors, SNRHA shall restore the application to the original date and time, and reinstate the applicant to any other preference factors SNRHA has adopted. If the legal decision is rendered that the person did not meet the eligibility factors, SNRHA shall provide the applicant with access to the grievance process in accordance with applicable requirements.

To be eligible for the HCV program, the applicant family must:

1. Qualify as a family as defined by HUD and SNRHA,
2. Have income at or below HUD-specified income limits,
3. Qualify on the basis of citizenship or the eligible immigrant status of family members,
4. Contain at least one family member who is either a U.S. citizen or has eligible immigration status before SNRHA may provide any financial assistance,
5. Provide social security numbers for all family members in compliance with HUD's Rent Reform Notice effective January 2010, unless the family member is 62 or older as of January 2010 and already under the program,
6. SNRHA shall require social security numbers for all family members regardless of age in compliance with the federally mandated criminal record requirements for all adult family members,
7. Consent to SNRHA's collection and use of family information as provided for in SNRHA-provided consent forms,



8. Be represented by a head of household who is 18 or older or an emancipated youth at the time of application submission, and
9. Be eligible for assistance in accordance with the restrictions on assistance to students enrolled in an institution of higher education (24 CFR 5.612.)

SNRHA must determine the current or past behavior of household members does not include activities prohibited by HUD or SNRHA.

- Reasons for denial of admission are addressed in Chapter 12 under Denials/Termination of Assistance. These reasons for denial constitute additional admission criteria.
- Evidence of Citizenship/Eligible Immigrant Status will not be verified until the family is selected from the waiting list for final eligibility processing for issuance of a Voucher.

This chapter contains three parts:

Part I: Definitions of Family and Household Members. This part contains HUD and SNRHA definitions of family and household members and explains initial and ongoing eligibility issues related to these members.

Part II: Basic Eligibility Criteria. This part discusses income eligibility, and rules regarding citizenship, social security numbers, and family consent.

Part III: Denial of Assistance. This part covers factors related to an applicant's past or current conduct (e.g. criminal activity) causing SNRHA to deny assistance.

PART I: DEFINITIONS OF FAMILY AND HOUSEHOLD MEMBERS

3-I.A. OVERVIEW

Some eligibility criteria and program rules vary depending upon the composition of the family requesting assistance. In addition, some requirements apply to the family as a whole and others apply to individual persons who will live in the assisted unit. This part provides information needed to correctly identify family and household members, and to apply HUD's eligibility rules.

3-I.B. FAMILY AND HOUSEHOLD [24 CFR 982.201(c),] FR Notice 02/03/12; Notice PIH 2014-20

The terms *family* and *household* have different meanings in the HCV program.

Family

To be eligible for assistance, an applicant must qualify as a family. *Family* as defined by HUD includes, but not limited to the following, regardless of actual or perceived sexual orientation, gender identify, or marital status, a single person, who may be an elderly person, a disabled person, non-elderly person, or any other single person; or group of persons residing together. Such group includes, but is not limited to a family with or without children (a child who is temporarily away from the family,) a non-elderly family, a disabled family, a displaced family, or the remaining member of a participant family. SNRHA has the discretion to determine if any other group of persons qualifies as a family. Equal access final rule requires all eligible individuals; regardless of sexual orientation, gender, or marital status; be considered a *Family*.



SNRHA Policy

A family also includes two or more individuals who are not related by blood, marriage, adoption, or other operation of law; but who either can demonstrate they have lived together previously or certify each individual income and other resources will be available to meet the needs of the family. Each family must identify the individuals to be included in the family at the time of application, and must update this information in writing (within 10 calendar days of the change) if the family composition changes.

Household

Household is a broader term that includes additional people who, with SNRHA's permission, live in an assisted unit, such as live-in aides, foster children, and foster adults.

HEAD OF HOUSEHOLD [24 CFR 5.504(b)]

Head of household means the adult member of the family who is considered the head for purposes of determining income eligibility and rent. The head of household is responsible for ensuring the family fulfills all of its responsibilities under the program - alone or in conjunction with a co-head or spouse.

SNRHA Policy

The family may designate any qualified family member as the head of household. The head of household must have the legal capacity to enter into a lease under state and local law. A minor who is emancipated under state law may be designated as head of household. Head of household, for the purpose of determining who can remove a family member from the voucher or application, is defined as the person completing said field on the original application. The head of household cannot be switched after submission of an application prior to being housed, unless the head of household removes themselves; or as a result of VAWA after becoming a participant or the death of head of household (from page 3-5.)

Spouse of Head

Spouse means the husband or wife of the head of household.

For proper application of the Non-citizens Rule, the definition of spouse is: the married partner who, in order to dissolve the relationship, and would have to be divorced. It includes the partner in a common law marriage (or being recognized as in the State of Nevada according to Senate Bill 283 domestic partner.) The term "spouse" does not apply to boyfriends, girlfriends, significant others, or co-heads when used in connection with the non-citizen rule.

Co-Head

An individual in the household who is equally responsible for the lease with the Head of Household. A family may have a spouse or co-head, but not both. A co-head never qualifies as a dependent nor shall any family have more than one co-head.



3-I.C. FAMILY BREAK-UP AND REMAINING MEMBER OF PARTICIPANT FAMILY

Family Break-up [24 CFR 982.315] ; Notice PIH 2017-08]

SNRHA has discretion to determine which members of an assisted family continue to receive assistance if the family breaks up. However, if a court determines the disposition of property between members of the assisted family in a divorce or separation decree, SNRHA is bound by the court's determination of which family members continue to receive assistance.

SNRHA Policy

When a family on the waiting list breaks up into two otherwise eligible families, only one of the new families may retain the original application date. Other former family members may make a new application with a new application date if the waiting list is open.

If a family breaks up into two otherwise eligible families while receiving assistance, only one of the new families will continue to be assisted.

In the absence of a judicial decision, or an agreement among the original family members, the Eligibility Manager or their designee will determine which family retains their placement on the waiting list, or will continue to receive assistance taking into consideration the following factors:

- (1) which family member applied as head of household (this will be given primary consideration),
- (2) the interest of any minor children, including custody arrangements,
- (3) the interest of any ill, elderly, or disabled family members,
- (4) any possible risks to family members as a result of domestic violence or criminal activity, and
- (5) the recommendations of social service professionals.

Documentation of these factors is the responsibility of the applicant families. If the families do not provide the documentation, they may be denied placement on the waiting list.

If there is a family break up of participants, only one of the new families will continue to receive assistance and that will be the head of household on the original application; unless, as a result of domestic violence which is reported and VAWA rules apply or judicial decision is provided to SNRHA.

Multiple Families in the Same Household

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



Remaining Member of a Participant Family [24 CFR 5.403]

The HUD definition of family includes the *remaining member of a participant family*, which is a member of an assisted family who remains in the unit when other members of the family have left the unit. Household members such as live-in aides, foster children, and foster adults do not qualify as remaining members of a family.

If dependents are the only “remaining members of a participant family” and there is no family member able to assume the responsibilities of the head of household, see Chapter 5 for the policy on “Caretakers for a Child.”

3-I.D. HEAD OF HOUSEHOLD [24 CFR 5.504(b)]

Head of household means the adult member of the family who is considered the head for purposes of determining income eligibility and rent. The head of household is responsible for ensuring the family fulfills all of its responsibilities under the program, alone or in conjunction with a co-head or spouse.

SNRHA Policy

The family may designate any qualified family member as the head of household.

The head of household must have the legal capacity to enter into a lease under state and local law. A minor who is emancipated under state law may be designated as head of household. Head of household for purpose of determining who can remove a family member from the voucher or application is defined as the person completing said field on the original application. The head of household cannot be switched after submission of an application prior to being housed, unless the head of household removes themselves; or as a result of VAWA after becoming a participant or the death of head of household.

3-I.E. SPOUSE, CO-HEAD, AND OTHER ADULT

A family may have a spouse or co-head, but not both [HUD-50058 IB, p. 13.]

Spouse means the marriage partner of the head of household.

SNRHA Policy

A *marriage partner* includes the partner in a "common law" (or being recognized in the State of Nevada according to Senate Bill 283 domestic partner) marriage as defined in state law. The term “spouse” does not apply to friends, roommates, or significant others who are not married partners. A minor who is emancipated under state law may be designated as a spouse or co-head.

A *co-head* is an individual in the household who is equally responsible with the head of household for ensuring the family fulfills all of its responsibilities under the program, but who is not a spouse. A family can have only one co-head.

Other adult means a family member, other than the head, spouse, or co-head, who is 18 years of age or older. Foster adults and live-in aides are not considered other adults.



3-I.F. DEPENDENT [24 CFR 5.603]

A *dependent* is a family member who is under 18 years of age or a person of any age who is a person with a disability or a full-time student, except the following persons can never be dependents: the head of household, spouse, co-head, foster children/adults, and live-in aides. Identifying each dependent in the family is important because each dependent qualifies the family for a deduction from annual income as described in Chapter 6.

Joint Custody of Dependents

SNRHA Policy

Dependents are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant / participant family 51 percent of the time which shall be defined as 183 calendar days of the year, which does not have to run consecutively.

When more than one applicant / participant family is claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. SNRHA will make the determination based on available documents such as court orders.

Consideration may also be given to the person who receives the income for the care of the child.

3-I.G. FULL-TIME STUDENT [24 CFR 5.603; HCV GB, p. 5-29]

A *full-time student* (FTS) is a person who is attending school or vocational training on a full-time basis. The time commitment or subject load needed to be full-time is defined by the educational institution.

Identifying each FTS is important because:

- (1) each family member that is an FTS, other than the head, spouse, or co-head, qualifies the family for a dependent deduction, and
- (2) the wage income of such an FTS is treated differently from the income of other family members.

3-I.H. ELDERLY AND NON-ELDERLY PERSONS, AND ELDERLY FAMILY [24 CFR 5.100 and 5.403]

Elderly Persons

An *elderly person* is a person who is at least 62 years of age.

Non-Elderly Persons

A *non-elderly person* is a person who is 50-61 years of age.



Elderly Family

An *elderly family* is one in which the head, spouse, co-head, or sole member is an elderly person. Identifying elderly families is important because these families qualify for special deductions from income as described in Chapter 5.

3-I.I. PERSONS WITH DISABILITIES AND DISABLED FAMILY [24 CFR 5.403] FR Notice 02/02/12

Persons with Disabilities

Under the HCV program, special rules apply to persons with disabilities and to any family whose head, spouse, or co-head is a person with disabilities. The detailed definitions of persons with disabilities are provided in Exhibit 3-1 at the end of this chapter. These definitions are used for a number of purposes including ensuring persons with disabilities are not discriminated against based upon disability.

As discussed in Chapter 2, SNRHA must make all aspects of the HCV program accessible to persons with disabilities and consider reasonable accommodations requested based upon a person's disability.

Disabled Family

A *disabled family* is one in which the head, spouse, or co-head is a person with disabilities. Identifying disabled families is important because these families qualify for special deductions from income as described in Chapter 5.

Even though persons with drug or alcohol dependencies are considered persons with disabilities for the purpose of non-discrimination, this does not prevent SNRHA from denying assistance for reasons related to alcohol and drug abuse following policies found in Part III of this chapter, or from terminating assistance following the policies in Chapter 12.

3-I.J. GUESTS [24 CFR 5.100]

A *guest* is a person temporarily staying in the unit with the consent of a member of the household who has express or implied authority to so consent.

SNRHA Policy

A guest can remain in the assisted unit no longer than 30 consecutive calendar days or a total of 60 cumulative calendar days during any 12-month period. A minor with whom the family has shared custody shall be a guest up to 180 calendar days.

A family may request an exception to this policy for valid reasons (e.g., care of a relative recovering from a medical procedure is expected to last 40 consecutive calendar days.)

An exception will not be made unless the family can identify and provide documentation of the residence to which the guest will return. Approvals must be done, in writing prior to the guest remaining in the unit past 30 consecutive calendar days. The exception will be when guardianship is being processed and SNRHA has documents from the courts to verify the process has begun.



3-I.K. FOSTER CHILDREN AND FOSTER ADULTS

Foster adults are usually persons with disabilities, unrelated to the participant family, who are unable to live alone [24 CFR 5.609.]

The term *foster child* is not specifically defined by the regulations.

Foster children and foster adults living with an applicant or assisted family are considered household members but not family members. The income of foster children/adults is not counted in family annual income, and foster children/adults do not qualify for a dependent deduction [24 CFR 5.603; HUD-50058 IB, p. 13.]

SNRHA Policy

A foster child is a child in the legal guardianship or custody of a state, county, or private adoption or foster care agency, yet is cared for by foster parents in their own homes, under some kind of short-term or long-term foster care arrangement with the custodial agency.

A foster child or foster adult may be allowed to reside in the unit if their presence would not result in a violation of HQS space standards according to 24 CFR 982.401.

Children temporarily absent from the home as a result of placement in foster care are discussed in Section 3-I.L.

3-I.L. ABSENT FAMILY MEMBERS

Individuals may be absent from the family, either temporarily or permanently, for a variety of reasons including educational activities, placement in foster care, employment, illness, incarceration, and court order.

Definitions of Temporarily and Permanently Absent

SNRHA Policy

Generally an individual who is or is expected to be absent from the assisted unit for 180 consecutive calendar days or less is considered temporarily absent and continues to be considered a family member. Generally an individual who is or is-expected-to-be absent from the assisted unit for more than 180 consecutive calendar days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below.

Absent Students

SNRHA Policy

When someone who has been considered a family member attends school for higher education away from home, the person will continue to be considered a family member unless information becomes available to SNRHA indicating the student has established a separate household or the family declares the student has established a separate household.



Absences Due to Placement in Foster Care [24 CFR 5.403]

Children temporarily absent from the home as a result of placement in foster care are considered members of the family.

SNRHA Policy

If a child has been placed in foster care, SNRHA will verify with the appropriate agency if and when the child is expected to be returned to the home. Unless the agency confirms the child has been permanently removed from the home, the child will be counted as a family member. 'Permanently removed' is defined as more than 365 calendar days.

Failure, by the family, to report the absence of the children may result in termination from the program. The head of household is responsible for reporting this change in household composition in writing within 10 calendar days of the child(ren) being removed from the home.

Absent Head, Spouse, or Co-head § 982.312: If a family is going to be away from their unit for more than 30 calendar days they “must” report this information to SNRHA with an anticipated date of return.

SNRHA Policy

An absent head, spouse, or co-head from the unit will continue to be considered a family member, unless:

- a legal separation or divorce has been applied for, or
- SNRHA’s “Certification of Absent Spouse” form has been completed, or
- the individual has been removed from the household as covered in VAWA.

When any family member is absent for more than 30 calendar days, the head of household must notify SNRHA in writing of their departure and notify in writing when they return. An extended period is defined as any period greater than 30 calendar days.

Family members absent for more than 180 consecutive calendar days due to employment, student status (higher education,) or active duty in the military shall be considered a family member and income will be considered.

Family Members Permanently Confined for Medical Reasons [HCV GB, p. 5-22]

If a family member is confined to a nursing home or hospital on a permanent basis, that person is no longer considered a family member and the income of that person is not counted [HCV GB, p. 5-22.]



SNRHA Policy

SNRHA will request verification from a responsible medical professional and will use this determination. If the responsible medical professional cannot provide a determination, the person generally will be considered temporarily absent. The family may present evidence that the family member is confined on a permanent basis and request the person not be considered a family member. 'Permanent' for this purpose is defined as 180 consecutive calendar days or more.

Return of Permanently Absent Family Members

SNRHA Policy

The family must request SNRHA's approval for the return of any adult family members SNRHA has determined to be permanently absent. The individual is subject to the eligibility and screening requirements discussed elsewhere in this chapter.

3-I.M. LIVE-IN AIDE CFR (982.316)

Live-in aide means a person who resides with one or more elderly persons, or non-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 unit except to provide the necessary supportive services [24 CFR 5.403] and must be 18 years of age.

SNRHA must approve a live-in aide (if needed as a reasonable accommodation) in accordance with 24 CFR 8, to make the program accessible to and usable by the family member with disabilities.

A live-in aide is a member of the household, not the family, and the income of the aide is not considered in income calculations [24 CFR 5.609(b).] Relatives may be approved as live-in aides if they meet all of the criteria defining a live-in aide. However, a relative who serves as a live-in aide is not considered a family member and would not be considered a remaining member of a participant family. In addition, an existing family member cannot become a live-in-aide for any household member.

SNRHA Policy

A Live-in Aide may only reside in the unit with the approval of SNRHA. A family's request for a live-in aide must be made in writing or as an accommodation and can request staff assistance in completing a request as needed. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or case worker, that the live-in aide is essential for the care and well-being of the elderly, non-elderly (50-61), or disabled family member.

For continued approval, the family and live-in aide will be required to submit a certification stating the live-in aide is (1) not obligated for the support of the person(s)



needing the care, and (2) would not be living in the unit except to provide the necessary supportive services.

Income of the live-in aide will not be counted in the family's income.

The approval of a live-in aide shall increase the maximum permitted voucher size by 1-bedroom to accommodate the need for a live-in aide regardless if the live-in-aide has children or not. The voucher will not be increased prior to the Live-In-Aide being identified and approved.

Live-in aides are not subject to Non-Citizen Rule requirements.

Live-in aides may not be considered as a remaining member of the participant family.

Live-in aides must submit social security number verifications.

SNRHA will not approve a particular person as a live-in aide, and may withdraw such approval if [24 CFR 982.316(b)]:

The person commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program, or

The person commits a drug-related criminal activity or violent criminal activity, or

The person currently owes rent or other amounts to SNRHA or to another PHA in connection with Section 8, Project-Based Section 8 or public housing assistance under the 1937 Act, or

The person has violated any family obligations under the program as published under CFR 982.551, or

The person has been convicted of manufacturing or producing methamphetamine on the premises of an assisted housing unit, or

The person has been evicted from any federally subsidized housing program for any reason, or

The person has been identified as someone who has to register as a sex offender, or

The person is not qualified to provide the needed care.

Within 14 business days of receiving a request for a live-in aide, including all required documentation/verification related to the request, SNRHA will notify the family of its decision in writing.

PART II: BASIC ELIGIBILITY CRITERIA

3-II.A. INCOME ELIGIBILITY AND TARGETING

Income Limits

HUD is required by law to set income limits that determine the eligibility of applicants for HUD's assisted housing programs, including the Housing Choice Voucher program. The income



limits are published annually and are based on HUD estimates of median family income in a particular area or county, with adjustments for family size.

Types of Low-Income Families [24 CFR 5.603(b)]

Low-income family. A family whose annual income does not exceed 80 percent of the median income for the area, adjusted for family size.

Very low-income family. A family whose annual income does not exceed 50 percent of the median income for the area, adjusted for family size.

Extremely low-income family. A family whose annual income does not exceed 30 percent of the median income for the area, adjusted for family size.

HUD may establish income ceilings higher or lower than 30, 50, or 80 percent of the median income for an area if HUD finds that such variations are necessary because of unusually high or low family incomes.

Using Income Limits for Eligibility [24 CFR 982.201(b)]

Income limits are used for eligibility only at admission. Eligibility is established by comparing a family's annual income with HUD's published income limits. To be income-eligible, a family must be one of the following:

- An *extremely low-income* family
- A *very low-income* family
- A *low-income* family that has been "continuously assisted" under the 1937 Housing Act. A family is considered to be continuously assisted if the family is already receiving assistance under any 1937 Housing Act program at the time the family is admitted to the HCV program [24 CFR 982.4]

SNRHA Policy

SNRHA will consider a family to be continuously assisted if the family was leasing a unit under any 1937 Housing Act program at the time they were selected from SNRHA's waiting list.

- A *low-income* family that qualifies for voucher assistance as a non-purchasing household living in HOPE 1 (public housing homeownership,) HOPE 2 (multifamily housing homeownership) developments, or other HUD-assisted multifamily homeownership programs covered by 24 CFR 248.173.
- A *low-income* or *moderate-income* family displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract on eligible low-income housing as defined in 24 CFR 248.101.

HUD permits SNRHA to establish additional categories of low-income families that may be determined eligible. The additional categories must be consistent with SNRHA plan and the consolidated plans for local governments within SNRHA's jurisdiction.



SNRHA Policy

SNRHA has not established any additional categories of eligible low-income families.

Using Income Limits for Targeting [24 CFR 982.201]

At least 75 percent of the families admitted to SNRHA's program during a SNRHA fiscal year must be extremely low-income families. HUD may approve exceptions to this requirement if SNRHA demonstrates it has made all required efforts, but has been unable to attract an adequate number of qualified extremely low-income families.

Families continuously assisted under the 1937 Housing Act and families living in eligible low-income housing displaced as a result of prepayment of a mortgage or voluntary termination of a mortgage insurance contract are not subject to the 75 percent restriction.

3-II.B. CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS [24 CFR 5, Subpart E]

Housing assistance is available only to individuals who are U.S. citizens, U.S. nationals (herein referred to as citizens and nationals,) or noncitizens that have eligible immigration status. At least one family member must be a citizen, national, or noncitizen with eligible immigration status in order for the family to qualify for any level of assistance.

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

Declaration [24 CFR 5.508]

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

U.S. Citizens and Nationals

In general, citizens and nationals are required to submit only a signed declaration claiming their status. However, HUD regulations permit SNRHA to request additional documentation of their status, such as a passport.

SNRHA Policy

Family members who declare citizenship or national status will not be required to provide additional documentation unless SNRHA receives information indicating an individual's declaration may not be accurate. SNRHA shall not provide assistance to any family prior



to the verification of eligibility for the individual or at least one member of the family pursuant to this section.

Eligible Noncitizens

In addition to providing a signed declaration, those declaring eligible noncitizen status must sign a verification consent form and cooperate with SNRHA efforts to verify their immigration status as described in Chapter 6. The documentation required for establishing eligible noncitizen status varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, the person's age, and the date on which the family began receiving HUD-funded assistance.

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

Ineligible Noncitizens

Those noncitizens who do not wish to contend their immigration status are required to have their names listed on a non-contending family members listing (signed by the head, spouse, or co-head) indicating their ineligible immigration status - regardless of citizenship status.

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

Mixed Families

A family is eligible for assistance as long as at least one member is a citizen, national, or eligible noncitizen. Families that include eligible and ineligible individuals are considered *mixed families*. Such families will be given notice that their assistance will be prorated and they may request a hearing if they contest this determination. See Chapter 5 for a discussion of how rents are prorated, and Chapter 14 for a discussion of informal hearing procedures.

Ineligible Families [24 CFR 5.514(d), (e), and (f)]

A PHA may elect to provide assistance to a family before the verification of the eligibility of the individual or one family member [24 CFR 5.512(b)]. Otherwise, no individual or family may be assisted prior to the affirmative establishment by SNRHA that the individual or at least one family member is eligible. Verification of eligibility for this purpose occurs when the individual or family members have submitted documentation to SNRHA in accordance with program requirements [24 CFR 5.512(a).]

SNRHA is not required to verify a family member's ineligible status and is not required to report an individual's unlawful presence in the U.S. to the United States Citizenship and Immigration Services (USCIS).



SNRHA Policy

SNRHA will not provide assistance to a family before the verification of the eligible citizenship status of at least one family member. The eligible member does not have to be an adult in order for SNRHA to assist the family.

When SNRHA determines an applicant family does not include any citizens, nationals, or eligible noncitizens upon completion of the verification process, the family will be sent a written notice within 14 business days of the determination.

The notice will explain the reasons for the denial of assistance, that the family may be eligible for proration of assistance, and will advise the family of its right to request an appeal to the United States Citizenship and Immigration Services (USCIS,) or to request an informal hearing with SNRHA. The informal hearing with SNRHA may be requested in lieu of the USCIS appeal, or at the conclusion of the USCIS appeal process. The notice must also inform the applicant family that assistance may not be delayed until the conclusion of the USCIS appeal process, but that it may be delayed pending the completion of the informal hearing process.

Informal hearing procedures are contained in Chapter 14.

Timeframe for Determination of Citizenship Status [24 CFR 5.508(g)]

For new occupants joining the assisted family, SNRHA must verify status at the first interim or regular reexamination following the person's occupancy, whichever comes first.

If an individual qualifies for a time extension for the submission of required documents, SNRHA must grant such an extension for no more than 30 calendar days [24 CFR 5.508(h)].

SNRHA Policy

SNRHA will verify the status of applicants at the time other eligibility factors are determined.

3-II.C. SOCIAL SECURITY NUMBERS [24 CFR 5.216 and 5.218] Notice PIH 2018-24

SNRHA will require the disclosure of the SSN of all family members regardless of age if they have declared citizenship or eligible immigration status.

SNRHA Policy

SNRHA will follow this requirement.

Assistance cannot be provided to a family until all SSN documentation requirements are met. A detailed discussion of acceptable documentation is provided in Chapter 6.

If a new adult member is added to the family, the new member's SSN documentation must be submitted by the family at the time they are added to the household. If any member of the family obtains a previously undisclosed SSN, or has been assigned a new SSN, the documentation must be submitted within 90 calendar days.

According to HUD's Final Rule dated March 8, 2016, entitled "Streamlining Administrative Regulations for Public Housing, Housing Choice Voucher Final Rule," participants adding



children under the age of six (6), SNRHA shall require a social security card be provided within 90 days from the date of move in.

SNRHA must deny assistance to an applicant family if they do not meet the SSN disclosure, documentation and verification, and certification requirements contained in 24 CFR 5.216. SNRHA must terminate assistance of the entire family even if only one member of the family fails to provide required documentation for a social security number. Note: These requirements do not apply to noncitizens who do not content eligible immigration status.

3-II.D. FAMILY CONSENT TO RELEASE OF INFORMATION [24 CFR 5.230, HCV GB, p. 5-13]

HUD requires each adult family member, and the head of household, spouse, or co-head, regardless of age, to sign form HUD-9886, Authorization for the Release of Information/Privacy Act Notice, and other consent forms as needed to collect information relevant to the family's eligibility and level of assistance. Chapter 6 provides detailed information concerning the consent forms and verification requirements.

SNRHA must deny admission to the program if any member of the applicant family fails to sign and submit the consent forms for obtaining information in accordance with 24 CFR 5, Subparts B and F [24 CFR 982.552(b)(3).]

3-II.E. STUDENTS ENROLLED IN INSTITUTIONS OF HIGHER EDUCATION [24 CFR 5.612 and FR Notice 4/10/06, FR Notice 9/21/16]

Section 327 of Public Law 109-115 and the implementing regulation at 24 CFR 5.612 established new restrictions related to 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, and does not have a dependent child, the student's eligibility must be examined along with the income eligibility of the student's parents. In these cases, both the student and the student's parents must be income eligible for the student to receive HCV assistance. If, however, a student in these circumstances is determined independent from his/her parents in accordance with SNRHA policy, the income of the student's parents will not be considered in determining the student's eligibility.

The new law does not apply to students who reside with parents who are applying to receive HCV assistance. It is limited to students who are seeking assistance on their own, separately from their parents.

Definitions

In determining whether and how the new eligibility restrictions apply to a student, SNRHA will rely on the following definitions [FR Notice 4/10/06, FR Notice 9/21/16.]

Dependent Child

In the context of the student eligibility restrictions, *dependent child* means a dependent child of a student enrolled in an institution of higher education. The dependent child must also meet the definition of *dependent* in 24 CFR 5.603, which states the dependent must be a member of the



assisted family, other than the head of household or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student. Foster children and foster adults are not considered dependents.

Independent Student

SNRHA Policy

SNRHA will consider a student “independent” from his or her parents and the parents’ income will not be considered when determining the student’s eligibility if the following four criteria are all met:

- The individual/student is of legal contract age under state law.
- The individual/student has established a household separate from his/her parents for at least one year prior to application for occupancy or the individual meets the U.S. Department of Education’s definition of independent student.
 - To be considered an *independent student* according to the Department of Education, a student must meet one or more of the following criteria:
 - The individual is at least 24 years old by December 31 of the award year for which aid is sought.
 - The individual is an orphan, in foster care, or a ward of the court at any time when the individual was 13 years of age or older.
 - The individual is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court or competent jurisdiction in the individual’s state of legal residence.
 - The individual is a veteran of the U.S. Armed Forces or is currently serving on active duty in the Armed Forces for other than training purposes.
 - The individual is a graduate or professional student.
 - The individual is married.
 - The individual has one or more legal dependents other than a spouse (for example, dependent children or an elderly dependent parent.)
 - The individual has been verified during the school year in which the application is submitted as either an unaccompanied youth who is a homeless child or youth, or as unaccompanied, at risk of homelessness, and self-supporting by:
 - A local educational agency homeless liaison
 - The director of a program funded under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act or a designee of the director
 - A financial aid administrator



- The individual is a student for whom a financial aid administrator makes a documented determination of independence by reason of other unusual circumstances
- The individual/student was not claimed as a dependent by his/her parents pursuant to IRS regulations, as demonstrated on the parents' most recent tax forms.
- The individual/student provides a certification of the amount of financial assistance that will be provided by his/her parents. This certification must be signed by the individual providing the support and must be submitted even if no assistance is being provided.

If SNRHA determines an individual meets the definition of a *vulnerable youth*; such a determination is all that is necessary to determine the person is an *independent student* for the purposes of using only the student's income for determining eligibility for assistance

SNRHA will verify a student meets the above criteria in accordance with the policies in Section 6.

Institution of Higher Education

SNRHA will use the statutory definition under section 102 of the Higher Education Act of 1965 to determine whether a student is attending an *institution of higher education* (see Exhibit 3-2.)

Parents

SNRHA Policy

For purposes of student eligibility restrictions, the definition of *parents* includes biological or adoptive parents, stepparents (as long as they are currently married to the biological or adoptive parent,) and guardians (e.g., grandparents, aunt/uncle, godparents, etc.)

Veteran

SNRHA Policy

A *veteran* is a person who served in the active military, naval, or air service and who was discharged or released from such service under conditions other than dishonorable.

Determining Student Eligibility

If a student is applying for assistance on his/her own, apart from his/her parents, SNRHA must determine whether the student is subject to the eligibility restrictions contained in 24 CFR 5.612. If the student is subject to those restrictions, SNRHA must ensure:

- (1) the student is individually eligible for the program
- (2) either the student is independent from his/her parents or the student's parents are income eligible for the program, and
- (3) the "family" with which the student is applying is collectively eligible for the program.



SNRHA Policy

For any student who is subject to the 5.612 restrictions, SNRHA will:

- Follow its usual policies in determining whether the student individually and the student’s “family” collectively are eligible for the program.
- Determine whether the student is independent from his/her parents in accordance with the definition of *independent student* in this section.
- Follow the policies below, if applicable, in determining whether the student’s parents are income eligible for the program.

If SNRHA determines the student, the student’s parents (if applicable,) or the student’s “family” is not eligible, SNRHA will send a notice of denial in accordance with the policies in Section 3-III.F, and the applicant family will have the right to request an informal review in accordance with the policies in Section 14.

Determining Parental Income Eligibility

SNRHA Policy

For any student who is subject to the 24 CFR 5.612 restrictions and who does not satisfy the definition of *independent student* in this section, SNRHA will determine the income eligibility of the student’s parents as follows:

If the student’s parents are married and living together, SNRHA will obtain a joint income declaration and certification of joint income from the parents.

If the student’s parent is widowed or single, SNRHA will obtain an income declaration and certification of income from that parent.

If the student’s parents are divorced or separated, SNRHA will obtain an income declaration and certification of income from each parent.

If the student has been living with one of his/her parents and has not had contact with or does not know where to contact his/her other parent, SNRHA will require the student to submit a certification under penalty of perjury describing the circumstances and stating the student does not receive financial assistance from the other parent. SNRHA will then obtain an income declaration and certification of income from the parent with whom the student has been living or had contact.

In determining the income eligibility of the student’s parents, SNRHA will use the income limits for the jurisdiction in which the parents live.

3.II.F. OTHER CRITERIA FOR ADMISSIONS [24 CFR 982.552(b)]

If any applicant deliberately misrepresents the information on which eligibility or tenant rent is established, SNRHA may deny assistance and may refer the family file/record to the proper authorities for appropriate disposition. (See Program Integrity Addendum)



3.II.G. CRIMINAL SCREENING [24 CFR 982.307]

SNRHA will take into consideration all of the criteria for admission in Chapters 3 and 12.

SNRHA will conduct criminal screening on all families at the time of admission (including port-in participants) and at any other time required to verify reported incidents.

All incoming portables will also have criminal screening conducted. SNRHA will not hold up on leasing a client while awaiting results of such screening for portable families, but may terminate assistance if leased or deny assistance if not leased.

SNRHA will screen families for drug-related or criminal activity (Chapter 12- Denial or Termination of Assistance.) SNRHA will not be liable or responsible to the owner or other persons for the family's behavior or the family's conduct in tenancy. FBI screenings shall be good for 12 months from date of approval.

Federal law states, notwithstanding any other provision of law, the National Crime Information Center (NCIC,) police departments, and other law enforcement agencies shall upon request, provide PHAs information regarding the criminal conviction records of adult applicants and adult participants.

This information is to be provided for persons 18 years of age or older or for those convicted of a crime as an adult.

These provisions of law pre-empt any contrary provision in State, local, or tribal laws, and prevail over any contrary federal requirements. These provisions do not pre-empt or limit any laws or authority that permits broader access to records.

SNRHA will utilize to the fullest extent of federal, state, and local laws all forms of criminal records for purposes of initial screening and/or participant termination.

The owner is responsible for screening and selection of the family to occupy the owner's unit. At or before SNRHA's approval of the tenancy, SNRHA will inform the owner that screening and selection for tenancy is the responsibility of the owner. SNRHA will require the owner or manager to sign an acknowledgement of screening responsibility form that must be returned with the Request for Tenancy Approval (RFTA.)

Owner Screening Factors Include: [24 CFR 982.307(a) (3)]

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

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



Organization. SNRHA will further advise landlords regarding fair housing issues (to be included with the RFTA packet) and SNRHA's responsibility to enforce the same.

3.II.H. CHANGES IN ELIGIBILITY PRIOR TO EFFECTIVE DATE OF THE CONTRACT

Changes that occur during the period between issuance of a voucher and lease up may affect the family's eligibility or share of the rental payment. Changes must be reported within 10 calendar days and verification cannot be more than 60 calendar days old on date of issuance of the voucher.

3.II.I. INELIGIBLE FAMILIES

Families determined to be ineligible will be notified in writing of the reason for denial and given an opportunity to request an informal review, or an informal hearing if they were denied due to noncitizen status. See Chapter 14, "Complaints and Appeals" for additional information about reviews and hearings.

SNRHA further ensures all applicant/participant files are maintained in a confidential manner to ensure privacy. All eligibility requirements and rent calculation reported via MTCS for which SNRHA receives errors, are corrected when identified and retransmits to HUD. The data reported on the 50058 is also checked against file records during SNRHA's quality control.

PART III: DENIAL OF ASSISTANCE

3-III.A. OVERVIEW

A family that does not meet the eligibility criteria discussed in Parts I and II, must be denied assistance. In addition, HUD requires or permits SNRHA to deny assistance based on certain types of current or past behaviors of family members.

While the regulations state that the PHA must prohibit admission for certain types of criminal activity and give the PHA the option to deny for other types of previous criminal history, more recent HUD rules and OGC guidance must also be taken into consideration when determining whether a particular individual's criminal history merits denial of admission.

When considering any denial of admission, PHAs may not use arrest records as the basis for the denial. Further, HUD does not require the adoption of "One Strike" policies and reminds PHAs of their obligation to safeguard the due process rights of applicants and participants [Notice PIH 2015-19].

HUD's Office of General Counsel issued a memo on April 4, 2016, regarding the application of Fair Housing Act standards to the use of criminal records. This memo states that a PHA violates the Fair Housing Act when their policy or practice has an unjustified discriminatory effect, even when the PHA had no intention to discriminate. Where a policy or practice that restricts admission based on criminal history has a disparate impact on a particular race, national origin, or other protected class, that policy or practice is in violation of the Fair Housing Act if it is not necessary to serve a substantial, legitimate, nondiscriminatory interest of the PHA, or if that



interest could be served by another practice that has a less discriminatory effect [OGC Memo 4/4/16].

Forms of Denial [24 CFR 982.552(a)(2); HCV GB, p. 5-35]

Denial of assistance includes any of the following:

- Not placing the family's name on the waiting list.
- Denying or withdrawing a voucher.
- Not approving a request for tenancy or refusing to enter into a HAP contract.
- Refusing to process a request for or to provide assistance under portability procedures.

Prohibited Reasons for Denial of Program Assistance [24 CFR 982.202(b), Pub.L. 109-162]

HUD rules prohibit denial of program assistance to the program based on any of the following criteria:

- Age, disability, race, color, religion, sex, or national origin. (See Chapter 2 for additional information about fair housing and equal opportunity requirements)
- Where a family lives prior to admission to the program.
- Where the family will live with assistance under the program. Although eligibility is not affected by where the family will live, there may be restrictions on the family's ability to move outside SNRHA's jurisdiction (See Chapter 10, Portability.)
- Whether members of the family are unwed parents, recipients of public assistance, or children born out of wedlock.
- Whether the family includes children.
- Whether a family decides to participate in a family self-sufficiency program.
- Whether or not a qualified applicant has been a victim of domestic violence, dating violence, sexual assault, or stalking

3-III.B. MANDATORY DENIAL OF ASSISTANCE [24 CFR 982.553(a)]

HUD requires SNRHA deny assistance in the following cases:

- Any member of the household has been evicted from federally-assisted housing in the last 3 years for drug-related criminal activity. HUD permits, but does not require, SNRHA to admit an otherwise-eligible family if the household member has completed a SNRHA-approved drug rehabilitation program or the circumstances which led to eviction no longer exist (e.g., the person involved in the criminal activity no longer lives in the household.)
- SNRHA determines any household member is currently engaged in the use of illegal drugs.

SNRHA Policy



Currently engaged in is defined as any use of illegal drugs during the previous three (3) months.

- SNRHA has reasonable cause to believe any household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol, may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.
 - PHA Policy
 - In determining reasonable cause, the PHA will consider all credible evidence, including but not limited to, any record of convictions, arrests, or evictions of household members related to the use of illegal drugs or the abuse of alcohol. A conviction will be given more weight than an arrest. A record or records of arrest will not be used as the sole basis of determining reasonable cause. The PHA will also consider evidence from treatment providers or community-based organizations providing services to household members.
- Any household member has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing (including Public Housing, Section 8 Tenant-Based, or Project-Based Units.)
- Any household member is subject to a lifetime registration requirement under a state sex offender registration program.
- Failure to provide verification of social security number as required by HUD via HUD's Rent Reform Notice effective January 2010.

SNRHA's policy as relates to mandatory denial of assistance is found in Chapter 12, Part I.

3-III.C. OTHER PERMITTED REASONS FOR DENIAL OF ASSISTANCE

HUD permits, but does not require, SNRHA to deny assistance for certain criminal activity.

SNRHA's policy as relates to permitted reasons for denial of assistance is found in Chapter 12, Part I.

3-III.D. SCREENING

Screening for Eligibility

SNRHA is authorized to obtain criminal conviction records from law enforcement agencies to screen applicants for admission to all SNRHA subsidized programs. This authority assists SNRHA in complying with HUD requirements and SNRHA policies to deny assistance to applicants who are engaging in or have engaged in certain criminal activities. In order to obtain access to the records, SNRHA must require every applicant family to submit a consent form signed by each adult household member [24 CFR 5.903.]

SNRHA Policy

SNRHA will perform a criminal background check through law enforcement for every adult household member except Veteran Affairs Supportive Housing (VASH) applicants.



For VASH, only sex offender information shall be considered. SNRHA shall use the DRU Sjodin National Sex Offender Public Website (NSOPW) database encouraged by HUD in PIH Notice 2012-28 at <http://www.nsopw.gov> .

SNRHA shall complete fingerprints and will request information from NCIC using a third party vendor for criminal background checks.

SNRHA will perform a check on the National Sex Offenders web site for every adult household member as well as a State Lifetime Sex Offender Registration check to determine whether any household member is subject to a lifetime registration requirement under a state sex offender program in the state where the housing is located, as well as in any other state where a household member is known to have resided [24 CFR 982.553(a) (2) (i).] SNRHA shall aggressively pursue termination or assistance for participants subject to a lifetime registration requirement to the extent currently under law.

If SNRHA proposes to deny assistance based on a criminal record or on lifetime sex offender registration information, SNRHA must notify the household of the proposed action and must provide the subject of the record and the applicant a copy of the record and an opportunity to dispute the accuracy and relevance of the information prior to a denial of admission [24 CFR 5.903(f) and 5.905(d).] If the family requests the report after 30 days of the notice, the record may not be available.

SNRHA will take into consideration all of the criteria for admission in Chapter 12.

SNRHA will conduct criminal screening on all adult members at the time of admission and annual recertification as required to verify reported incidents.

SNRHA Policy

All incoming portables will also have criminal screening conducted. SNRHA will not hold leasing-up a client while awaiting results of such screening for portable families, but may terminate assistance if leased, or deny assistance if not leased.

SNRHA will screen families for drug-related or violent criminal activity (See Chapter 12.)

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

SNRHA Policy

Criminal screenings will be good for 12 months.

Federal law states, notwithstanding any other provision of law, the National Crime Information Center, police departments, and other law enforcement agencies shall upon request, provide PHA's information regarding the criminal conviction records of adult applicants and adult participants.

This information is to be provided for persons 18 years of age or older, or for those convicted of a crime as an adult.



These provisions of law pre-empt any contrary provision in State, local, or tribal laws, and prevail over any contrary federal requirements. These provisions do not pre-empt or limit any laws or authority that permits broader access to records.

SNRHA will utilize to the fullest extent of federal, state, and local laws all forms of criminal records for purposes of initial screening and/or participant termination.

Screening for Suitability as a Tenant [24 CFR 982.307]

SNRHA has no liability or responsibility to the owner for the family's behavior or suitability for tenancy

The owner is responsible for screening and selection of the family to occupy the owner's unit. SNRHA must inform the owner that screening and selection for tenancy is the responsibility of the owner. An owner may consider a family's history with respect to factors such as: payment of rent and utilities, caring for a unit and premises, respecting the rights of other residents to the peaceful enjoyment of their housing, criminal activity that is a threat to the health, safety or property of others, and compliance with other essential conditions of tenancy.

HUD requires SNRHA provide prospective owners with the family's current and prior address (as shown in SNRHA records) and the name and address (if known) of the owner at the family's current and prior addresses. HUD permits SNRHA provide owners with additional information, as long as families are notified the information will be provided, and the same type of information is provided to all owners.

SNRHA Policy

SNRHA will inform owners of their responsibility to screen prospective tenants, and will provide owners, when requested, with the required known name and address information, at the time of the initial HQS inspection or before. SNRHA will not provide any additional information to the owner, such as tenancy history, criminal history, etc.

3-III.E. CRITERIA FOR DECIDING TO DENY ASSISTANCE

SNRHA's criteria for denial of assistance is found in Chapter 12.

3-III.F. NOTICE OF ELIGIBILITY OR DENIAL

If the family is eligible for assistance, SNRHA will notify the family when it extends the invitation to attend the voucher briefing appointment, as discussed in Chapter 7.

If SNRHA determines a family is not eligible for the program for any reason, the family must be notified promptly. The notice must describe: (1) the reasons for which assistance has been denied, (2) the family's right to an informal review, and (3) the process for obtaining the informal review [24 CFR 982.554 (a).] See Chapter 14, for informal review policies and procedures.

SNRHA Policy

The family will be notified of a decision to deny assistance in writing within 10 business days of the determination.



If SNRHA uses a criminal record or sex offender registration information obtained under 24 CFR 5, Subpart J, as the basis of a denial, a copy of the record must be provided to the subject of the record [24 CFR 5.903 (f) and 5.905 (d)] and SNRHA must give the family an opportunity to dispute the accuracy and relevance of that record, in the informal review process in accordance with program requirements [24 CFR 982.553(d).]

SNRHA Policy

If based on a criminal record or sex offender registration information, an applicant family appears to be ineligible, SNRHA will notify the family in writing of the denial and provide a copy of the record to the applicant upon their request. The letter will advise the applicant of their right to dispute the accuracy and relevance of the record and shall further advise the applicant of their rights to request an informal review of the intended denial action. The record will be provided to the applicant in person upon presentation of valid government-issued photo identification. The family will be given 10 business days to dispute the accuracy and relevance of the information. If the family does not contact SNRHA to dispute the information within that 10 business day period, SNRHA will proceed with issuing the notice of denial of admission. A family not exercising their right to dispute the accuracy of the information prior to issuance of the official denial letter will still be given the opportunity to do so as part of the informal review process.

Notice requirements related to denying assistance to noncitizens are contained in Section 3-II.B.

Notice policies related to denying admission to applicants who may be victims of domestic violence, dating violence, sexual assault, or stalking are contained in Section 3-III.G.

3-III.G. PROHIBITION AGAINST DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, AND STALKING [Pub.L. 109-162]

The Violence Against Women Reauthorization Act of 2013 (VAWA) and the HUD regulations at 24 CFR 5.2005(b) prohibits denial of admission to an otherwise qualified applicant on the basis or as a direct result of the fact the applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. Specifically, Section 606(1) of VAWA adds the following provision to Section 8 of the U.S. Housing Act of 1937, which lists contract provisions and requirements for the Housing Choice Voucher program:

- An applicant or participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking is not an appropriate reason for denial of program assistance or for denial of admission, if the applicant otherwise qualifies for assistance or admission.
- Additionally, VAWA 2013, extends housing protections to survivors of sexual assault and adds “intimate partner” to the list of eligible relations covered in the definition of *domestic violence*.

Notification

VAWA 2013 expanded notification requirements to include the obligation for SNRHA to provide applicants who are denied assistance with a VAWA Notice of Occupancy Rights (form



HUD-5380) and a Domestic Violence Certification Form (HUD-5382) at the time the applicant is denied.

Definitions

As used in VAWA:

- The term *bifurcate* means, with respect to a public housing or Section 8 lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.
- The term *domestic violence* includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
- The term *dating violence* means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - The length of the relationship
 - The type of relationship
 - The frequency of interaction between the persons involved in the relationship
- The term *stalking* means:
 - To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or
 - To place under surveillance with the intent to kill, injure, harass, or intimidate another person; and
 - In the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (1) that person, (2) a member of the immediate family of that person, or (3) the spouse or intimate partner of that person.
- The term *immediate family member* means, with respect to a person:
 - A spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in the position or place of a parent; or
 - Any other person living in the household of that person and related to that person by blood and marriage.
- The term *sexual assault* means:



- Any nonconsensual sexual act proscribed by federal, tribal, or state law, including when the victim lacks the capacity to consent

Notification and Victim Documentation

SNRHA Policy

SNRHA acknowledges a victim of domestic violence, dating violence, sexual assault, or stalking may have an unfavorable history (e.g., a poor credit history, poor rental history, a record of previous damage to an apartment, a prior arrest record) due to adverse factors warranting denial under SNRHA's policies.

While SNRHA is not required to identify whether adverse factors resulting in the applicant's denial are a result of domestic violence, dating violence, sexual assault, or stalking. The applicant may inform SNRHA that their status as a victim is directly related to the grounds for the denial. The SNRHA will request the applicant provide enough information to the PHA to allow SNRHA to make an objectively reasonable determination, based on all circumstances, whether the adverse factor is a direct result of their status as a victim.

SNRHA will include (in its notice of denial) a statement of the protection against denial provided by VAWA and will offer the applicant the opportunity to provide documentation affirming the cause of the unfavorable history is a member of the applicant family is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.

The documentation must include one of the following elements:

A signed statement by the victim providing the name of the perpetrator and certifies the incidents in question are bona fide incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking, or

One of the following:

- a. A police or court record documenting the actual or threatened abuse, or
- b. A statement signed by an employee, agent, or volunteer of a victim service provider; an attorney; a medical professional; or another knowledgeable professional from whom the victim has sought assistance in addressing the actual or threatened abuse. The professional must attest under penalty of perjury the incidents in question are bona fide incidents of abuse, and the victim must sign or attest to the statement.
- c. The HUD VAWA Certification form.

The applicant must submit the required documentation with her or his request for an informal review (see section 14) or must request an extension in writing at that time. If the applicant so requests, SNRHA will grant an extension of 10 business days, and will



postpone scheduling the applicant's informal review until after it has received the documentation or the extension period has elapsed. If, after reviewing the documentation provided by the applicant, SNRHA determines the family is eligible for assistance, no informal review will be scheduled and SNRHA will proceed with admission of the applicant family.

Perpetrator Removal or Documentation of Rehabilitation

SNRHA Policy

In cases where an applicant family includes the perpetrator as well as the victim of domestic violence, dating violence, sexual assault, or stalking, SNRHA will proceed as above but will require, in addition, either (a) the perpetrator be removed from the applicant household and not reside in the assisted housing unit or (b) the family provide documentation the perpetrator has successfully completed, or is successfully undergoing, rehabilitation or treatment.

If the family elects the second option, the documentation must be signed by an employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance in addressing the abuse. The signer must attest under penalty of perjury to his or her belief that the rehabilitation was successfully completed or is progressing successfully. The victim and perpetrator must also sign or attest to the documentation. This additional documentation must be submitted within the same time frame as the documentation required above from the victim.

SNRHA Confidentiality Requirements

All information provided to SNRHA regarding domestic violence, dating violence, sexual assault, or stalking, including the fact an individual is a victim of such abuse, must be retained in confidence and may neither be entered into any shared database nor provided to any related entity, except to the extent that the disclosure (a) is requested or consented by the individual in writing, (b) is required for use in an eviction proceeding, or (c) is otherwise required by applicable law.



EXHIBIT 3-1: DETAILED DEFINITIONS RELATED TO DISABILITIES

Person with Disabilities [24 CFR 5.403]

The term *person with disabilities* means a person who has any of the following types of conditions:

- Has a disability, as defined in 42 U.S.C. Section 423(d)(1)(A), which reads:

Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; *or*

In the case of an individual who has attained the age of 55 and is blind (within the meaning of “blindness” as defined in section 416(i)(1) of this title), inability by reason of such blindness to engage in substantial gainful activity, requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.
- Has a developmental disability as defined in the Developmental Disabilities Assistance and Bill of Rights Act [42 U.S.C.6001(8),] which defines developmental disability in functional terms as:

A severe, chronic disability of a person 5 years of age or older which:

 - Is attributable to a mental or physical impairment or combination of mental and physical impairments;
 - Is manifested before the person attains age twenty-two;
 - Is likely to continue indefinitely;
 - Results in substantial functional limitations in three or more of the following areas of major life activity: (i) self-care, (ii) receptive and responsive language, (iii) learning, (iv) mobility, (v) self-direction, (vi) capacity for independent living, and (vii) economic self-sufficiency; *and*
 - Reflects the person’s need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services which are of lifelong or extended duration and are 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.”
- Has a physical, mental, or emotional impairment expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions.



People with the acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic agent for AIDS are not excluded from this definition.

A person whose disability is based solely on any drug or alcohol dependence does not qualify as a person with disabilities for the purposes of this program.

For purposes of reasonable accommodation and program accessibility for persons with disabilities, the term person with disabilities refers to an individual with handicaps.

Individual with Handicaps [24 CFR 8.3]

Individual with handicaps means any person who has a physical or mental impairment substantially limiting one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment. The term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others. As used in this definition, the phrase:

(1) *Physical or mental impairment* includes:

- (a) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological, musculoskeletal, special sense organs, respiratory, including speech organs, cardiovascular, reproductive, digestive, genitor-urinary, hemic and lymphatic, skin, and endocrine; or
- (b) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

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

(3) *Has a record of such an impairment* means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

(4) *Is regarded as having an impairment* means:

- (a) Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation;
- (b) Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment; or
- (c) Has none of the impairments defined in paragraph (1) of this section but is treated by a recipient as having such an impairment.



EXHIBIT 3-2: DEFINITION OF INSTITUTION OF HIGHER EDUCATION
[20 U.S.C. 1001 and 1002]

Eligibility of Students for Assisted Housing Under Section 8 of the U.S. Housing Act of 1937; Supplementary Guidance; Notice [Federal Register, April 10, 2006]

Institution of Higher Education shall have the meaning given this term in the Higher Education Act of 1965 in 20 U.S.C. 1001 and 1002.

Definition of “Institution of Higher Education” From 20 U.S.C. 1001

- (a) Institution of higher education. For purposes of this chapter, other than subchapter IV and part C of subchapter I of chapter 34 of Title 42, the term “institution of higher education” means an educational institution in any State that:
- (1) Admits as regular students only persons having a certificate of graduation from a school providing secondary education, or the recognized equivalent of such a certificate;
 - (2) Is legally authorized within such State to provide a program of education beyond secondary education;
 - (3) Provides an educational program for which the institution awards a bachelor’s degree or provides not less than a 2-year program that is acceptable for full credit toward such a degree;
 - (4) Is a public or other nonprofit institution; and
 - (5) Is accredited by a nationally recognized accrediting agency or association, or if not so accredited, is an institution granted pre-accreditation status by such an agency or association recognized by the Secretary for the granting of pre-accreditation status, and the Secretary has determined there is satisfactory assurance the institution will meet the accreditation standards of such an agency or association within a reasonable time.
- (b) Additional institutions included. For purposes of this chapter, other than subchapter IV and part C of subchapter I of chapter 34 of Title 42, the term “institution of higher education” also includes—
- (1) Any school providing not less than a 1-year program of training to prepare students for gainful employment in a recognized occupation and meets the provision of paragraphs (1), (2), (4), and (5) of subsection (a) of this section; and
 - (2) A public or nonprofit private educational institution in any State that, in lieu of the requirement in subsection (a)(1) of this section, admits as regular students persons who are beyond the age of compulsory school attendance in the State in which the institution is located.
- (c) List of accrediting agencies. For purposes of this section and section 1002 of this title, the Secretary shall publish a list of nationally recognized accrediting agencies or associations the Secretary determines, pursuant to subpart 2 of part G of subchapter IV of this chapter, to be reliable authority as to the quality of the education or training offered.



Definition of “Institution of Higher Education” From 20 U.S.C. 1002

(a) Definition of institution of higher education for purposes of student assistance programs

(1) Inclusion of additional institutions. Subject to paragraphs (2) through (4) of this subsection, the term “institution of higher education” for purposes of subchapter IV of this chapter and part C of subchapter I of chapter 34 of title 42 includes, in addition to the institutions covered by the definition in section 1001 of this title:

(A) A proprietary institution of higher education (as defined in subsection (b) of this section);

(B) A postsecondary vocational institution (as defined in subsection (c) of this section); and

(C) Only for the purposes of part B of subchapter IV of this chapter, an institution outside the United States comparable to an institution of higher education as defined in section 1001 of this title and has been approved by the Secretary for the purpose of part B of subchapter IV of this chapter.

(2) Institutions outside the United States

(A) In general. For the purpose of qualifying as an institution under paragraph (1)(C), the Secretary shall establish criteria by regulation for the approval of institutions outside the United States and for the determination that such institutions are comparable to an institution of higher education as defined in section 1001 of this title (except a graduate medical school, or a veterinary school, located outside the United States shall not be required to meet the requirements of section 1001 (a)(4) of this title). Such criteria shall include a requirement that a student attending such school outside the United States is ineligible for loans made, insured, or guaranteed under part B of subchapter IV of this chapter unless—

(i) In the case of a graduate medical school located outside the United States—

(I)(aa) At least 60 percent of those enrolled (and at least 60 percent of the graduates) in the graduate medical school outside the United States were not persons described in section 1091(a) (5) of this title in the year preceding the year for which a student is seeking a loan under part B of subchapter IV of this chapter; and

(bb) At least 60 percent of the individuals who were students or graduates of the graduate medical school outside the United States or Canada (both nationals of the United States and others) taking the examinations administered by the Educational Commission for Foreign Medical Graduates received a passing score in the year preceding the year for which a student is seeking a loan under part B of subchapter IV of this chapter; or

(II) The institution has a clinical training program approved by a State as of January 1, 1992; or



- (ii) In the case of a veterinary school located outside the United States not meeting the requirements of section 1001(a)(4) of this title, the institution's students complete their clinical training at an approved veterinary school located in the United States.
 - (B) Advisory panel
 - (i) In general. For the purpose of qualifying as an institution under paragraph (1) (C) of this subsection, the Secretary shall establish an advisory panel of medical experts that shall:
 - (I) Evaluate the standards of accreditation applied to applicant foreign medical schools; and
 - (II) Determine the comparability of those standards to standards for accreditation applied to United States medical schools.
 - (ii) Special rule. If the accreditation standards described in clause (i) are determined not to be comparable, the foreign medical school shall be required to meet the requirements of section 1001 of this title.
 - (C) Failure to release information. The failure of an institution outside the United States to provide, release, or authorize release to the Secretary of such information as may be required by subparagraph (A) shall render such institution ineligible for the purpose of part B of subchapter IV of this chapter.
 - (D) Special rule. If, pursuant to this paragraph, an institution loses eligibility to participate in the programs under subchapter IV of this chapter and part C of subchapter I of chapter 34 of title 42, then a student enrolled at such institution may, notwithstanding such loss of eligibility, continue to be eligible to receive a loan under part B while attending such institution for the academic year succeeding the academic year in which such loss of eligibility occurred.
- (3) Limitations based on course of study or enrollment. An institution shall not be considered to meet the definition of an institution of higher education in paragraph (1) if such institution:
- (A) Offers more than 50 percent of such institution's courses by correspondence, unless the institution is an institution meeting the definition in section 2471 (4) (C) of this title;
 - (B) Enrolls 50 percent or more of the institution's students in correspondence courses, unless the institution is an institution meeting the definition in such section, except the Secretary, at the request of such institution, may waive the applicability of this subparagraph to such institution for good cause, as determined by the Secretary in the case of an institution of higher education that provides a 2-or 4-year program of instruction (or both) for which the institution awards an associate or baccalaureate degree, respectively;



- (C) Has a student enrollment in which more than 25 percent of the students are incarcerated, except the Secretary may waive the limitation contained in this subparagraph for a nonprofit institution that provides a 2-or 4-year program of instruction (or both) for which the institution awards a bachelor's degree, or an associate's degree or a postsecondary diploma, respectively; or
 - (D) Has a student enrollment in which more than 50 percent of the students do not have a secondary school diploma or its recognized equivalent, and does not provide a 2-or 4-year program of instruction (or both) for which the institution awards a bachelor's degree or an associate's degree, respectively, except the Secretary may waive the limitation contained in this subparagraph if a nonprofit institution demonstrates to the satisfaction of the Secretary that the institution exceeds such limitation because the institution serves, through contracts with Federal, State, or local government agencies, significant numbers of students who do not have a secondary school diploma or its recognized equivalent.
- (4) Limitations based on management. An institution shall not be considered to meet the definition of an institution of higher education in paragraph (1) if:
- (A) The institution, or an affiliate of the institution having the power, by contract or ownership interest, to direct or cause the direction of the management or policies of the institution, has filed for bankruptcy, except this paragraph shall not apply to a nonprofit institution, the primary function is to provide health care educational services (or an affiliate of such an institution having the power, by contract or ownership interest, to direct or cause the direction of the institution's management or policies) that files for bankruptcy under chapter 11 of title 11 between July 1, 1998, and December 1, 1998; or
 - (B) The institution, the institution's owner, or the institution's chief executive officer has been convicted of, or has pled nolo contendere or guilty to, a crime involving the acquisition, use, or expenditure of funds under subchapter IV of this chapter and part C of subchapter I of chapter 34 of title 42, or has been judicially determined to have committed fraud involving funds under subchapter IV of this chapter and part C of subchapter I of chapter 34 of title 42.
- (5) Certification. The Secretary shall certify an institution's qualification as an institution of higher education in accordance with the requirements of subpart 3 of part G of subchapter IV of this chapter.
- (6) Loss of eligibility. An institution of higher education shall not be considered to meet the definition of an institution of higher education in paragraph (1) if such institution is removed from eligibility for funds under subchapter IV of this chapter and part C of subchapter I of chapter 34 of title 42 as a result of an action pursuant to part G of subchapter IV of this chapter.



(b) Proprietary institution of higher education

(1) Principal criteria. For the purpose of this section, the term “proprietary institution of higher education” means a school that—

- (A) Provides an eligible program of training to prepare students for gainful employment in a recognized occupation;
- (B) Meets the requirements of paragraphs (1) and (2) of section 1001 (a) of this title;
- (C) Does not meet the requirement of paragraph (4) of section 1001 (a) of this title;
- (D) Is accredited by a nationally recognized accrediting agency or association recognized by the Secretary pursuant to part G of subchapter IV of this chapter;
- (E) Has been in existence for at least 2 years; and
- (F) Has at least 10 percent of the school’s revenues from sources not derived from funds provided under subchapter IV of this chapter and part C of subchapter I of chapter 34 of title 42, as determined in accordance with regulations prescribed by the Secretary.

(2) Additional institutions. The term “proprietary institution of higher education” also includes a proprietary educational institution in any State that, in lieu of the requirement in paragraph (1) of section 1001 (a) of this title, admits as regular students persons who are beyond the age of compulsory school attendance in the State in which the institution is located.

(c) Postsecondary vocational institution.

(1) Principal criteria. For the purpose of this section, the term “postsecondary vocational institution” means a school that”

- (A) Provides an eligible program of training to prepare students for gainful employment in a recognized occupation;
- (B) Meets the requirements of paragraphs (1), (2), (4), and (5) of section 1001 (a) of this title; and
- (C) Has been in existence for at least 2 years.

(2) Additional institutions. The term “postsecondary vocational institution” also includes an educational institution in any State that, in lieu of the requirement in paragraph (1) of section 1001 (a) of this title, admits as regular students persons who are beyond the age of compulsory school attendance in the State in which the institution is located.



EXHIBIT 3-3: HCV STUDENT ELIGIBILITY CRITERIA

Eligibility of Students for Assisted Housing under Section 8 of the U.S. Housing Act of 1937

Summary

On December 30, 2005, HUD published a final rule (FR-5036-F-01,) entitled, “Eligibility of Students for Assisted Housing under Section 8 of the U.S. Housing Act of 1937,” implementing section 327 of the Appropriations Act of Fiscal Year (FY) 2006.

The final rule became effective January 30, 2006. In brief, the law and final rule requires if a student is enrolled at an institution of higher education, is under the age of 24, is not a veteran, is unmarried, does not have a dependent child, is individually ineligible for section 8 assistance, or the student’s parents are, individually or jointly, ineligible for assistance, no section 8 assistance can be provided to the student.

To assist PHAs in implementing the new law and final rule, and to ensure section 8 assistance is provided to those truly in need of and eligible for assistance, the Department issued supplemental guidance on April 10, 2006, entitled, “Eligibility of Students for Assisted Housing Under Section 8 of the U.S. Housing Act of 1937; Supplemental Guidance.”

Following are two groups of questions and answers: Group I and Group II concerning Section 327 of the Act and the implementing final rule. Group III is definitions.

Group I:

- Section 8 eligibility
- Income determinations
- Rent

Group II:

- Applicability
- Agency policies
- Reexamination of Family Income
- Reexamination of Family Income and Termination of Assistance
- Pro-ration of Assistance

Group III:

- HCV Student Rule Definitions



Group I: Section 8 Eligibility, Income Determinations, and Rent

	Section 327 of the FY 2006 Appropriations Act	Final Rule, FR-5036-F-01	Question	Answer
1	Sections 327(a) and (b)	Section 5.612 and 5.609(b)(9)	Does the Act and final rule apply to the Public Housing program?	No. The Act and the implementing final rule (FR-5036-F-01) does not apply to the Public Housing program. The Act and final rule apply only to Section 8 programs.
2	Sections 327(a) and (b)	Section 5.612 and 5.609(b)(9)	Does the Act and final rule apply to students that currently reside with parents in a section 8 rental assisted unit or students applying for section 8 assistance with their parents?	No. The new law and final rule does not apply to these students. The law and final rule focus on students who are under the age of 24, are not veterans, are unmarried, or are without children who seek or receive Section 8 assistance separate from their parents.
3	Section 327(a)(1)	Section 5.612(a)	Does the student eligibility requirements apply to full and part-time students who are enrolled at an institution of higher education?	Yes. The eligibility requirements apply to both full and part-time students enrolled at an institution of higher education, as defined under 102 of the Higher Education Act of 1965 (20 U.S.C. 1002).
4	Section 327(a)(1)-(6)	Section 5.612(a)-(f)	Does the Act and final rule provisions mean a student enrolled at an institution of higher education who is under the age of 24, not a veteran, unmarried, and does not have any dependent children applying for Section 8 assistance in the Section 8 program is ineligible for Section 8 assistance?	Yes. The Act and final rule provisions mean a student enrolled at an institution of higher education who is under the age of 24, not a veteran, unmarried, and does not have any children IS NOT ELIGIBLE for Section 8 programs, jointly, are income eligible for Section 8 assistance.
5	Section 327(a)(6)	Section 5.612(f)	Concerning the eligibility of parents, individually or jointly, do parents have to meet all HUD program eligibility requirements in order for the student to be eligible for Section 8 housing assistance?	No. Since Section 327 is focused on income eligibility of a higher education student, the Department interprets the section's reference to the eligibility of the parents to also refer to income eligibility.



	Section 327 of the FY 2006 Appropriations Act	Final Rule, FR-5036-F-01	Question	Answer
6	Section 327(a)(6)	Section 5.612(f)	Also concerning the eligibility of parents, individually or jointly, how does the PHA know whether to determine the eligibility of the parents “individually” or “jointly”? Are there any established criteria a PHA may use in making this determination?	<p>PHAs may adopt and implement the following criteria for determining whether to obtain the declaration and certification of income from parents, individually or jointly. If the student’s parents are married and living with each other, obtain the declaration and certification of income from each parent.</p> <ul style="list-style-type: none"> • If the student’s parent is widowed or single, obtain the declaration and certification of income from that parent. • If the student’s parents are divorced or separated, obtain the declaration and certification of income from each parent. • If the student has been living with one of his or her parents and has not had contact with or does not know where to contact his or her other parent, obtain from the student a certification under penalty of perjury, addressing the circumstances (including a statement the student has not received financial assistance from the parent) and obtain from the parent whom the student has been living or has contact with the declaration and certification of income.



	Section 327 of the FY 2006 Appropriations Act	Final Rule, FR-5036-F-01	Question	Answer
7	Section 327(a)(6)	Section 5.612(f)	In determining the eligibility of the parent(s) to receive assistance, which HUD Income Limit area should the PHA use: the income limit for the area where the student intends to reside, or the income limit for the area where the parent(s) currently resides? For example, if the student is applying for Section 8 housing assistance in Johnson City, Tennessee, but the parent(s) lives in New York City, New York, which HUD Income Limit area should be used in determining the parent(s) program eligibility?	The PHA should use the Income Limit for the area where the parent(s) resides (24 CFR 982.201(b) (4).) In the example provided, the PHA should use the income limit for the area in New York where the parent(s) lives.
8	Section 327(a)(6)	Section 5.612(f)	Which income limit (i.e., extremely low income, very-low income, or low income) should a PHA use in determining the income eligibility of the parent(s)?	Both students and parents must meet the low-income limit.
9	Section 327(a)(6)	Section 5.612(f)	How should the PHA define parents? What if the student lives with a grandparent, aunt, uncle, guardian, etc.; do they have to meet the qualifications also?	For purposes of the student eligibility restrictions, and consistent with longstanding HUD policy regarding eligibility for the section 8 programs, the term “parents” means the biological or adoptive parents, or guardians (e.g., stepparents, grandparents, aunt/uncle, godparents, etc.), or such other definition as may be adopted by the PHA, Owner, or Manager through appropriate amendment to its admissions policies.



	Section 327 of the FY 2006 Appropriations Act	Final Rule, FR-5036-F-01	Question	Answer
10	Section 327(a)(6)	Section 5.612(f)	<p>In admitting college students to Section 8 rental programs, it appears the PHA will now have to determine the eligibility of the:</p> <ol style="list-style-type: none"> 1. Student 2. Parent(s), unless the income of the student is demonstrated to the absence of, or his/her independence from parent(s) 3. Student family household 	<p>Correct. The PHA will have to determine the eligibility of each student family member, parents (in cases where the student has not established independence from parents), and the student family household as a unit. For example, three college students applying for Section 8 rental housing assistance, as a family unit, would have to be income eligible for Section 8 assistance (24 CFR 982.201.) Also, under 5.612(f), each student individually would have to be eligible and the parent(s) of each student would have to be the student's parents is not relevant or the student can eligible for Section 8 rental assistance, unless the student can show the income of the student's parents is not relevant or the student can demonstrate to the absence of, no financial support from parent(s) or his or her independence from, parents.</p>



	Section 327 of the FY 2006 Appropriations Act	Final Rule, FR-5036-F-01	Question	Answer
11	Section 327(b)	Section 5.609(b)(9)	What exactly are the types of “financial assistance” under the Higher Education Act of 1965 that must be considered as income under Section 327?	Types of financial assistance under the Higher Education Act of 1965 would include: the Pell Grant, the Federal Supplemental Educational Opportunity Grant (FSEOG), and Academic Achievement Incentive Scholarships, State assistance under the Leveraging Educational Assistance Partnership Program, the Robert C. Byrd Honors Scholarship Program, and federal Work-Study (FWS) programs. Although considered “financial assistance” under the Higher Education Act of 1965, Perkins loans, Stafford loans, and Plus loans are not considered income for purposes of determining student eligibility for Section 8 housing assistance. For complete information, see Title IV, Part A, under the Higher Education Act of 1965, as amended, located at: http://www.ed.gov/policy/higher-ed/leg/hea98/index.html
12	Section 327(b)	Section 5.609(b)(9)	Is the income students receive from federal Work-Study (FWS) programs considered earned income for purposes of determining income eligibility?	Yes. It is considered financial assistance under the Higher Education Act of 1965. If its financial assistance under the Act, then it is counted as income under Section 327.



Group II: Applicability, Agency Policies, Verifications/Reexaminations, Continuation and Termination of Assistance (24 CFR 982.552(b) (5))

	Category	Question	Answer
13	Applicability	Will the students currently participating in HUD's Section 8 program be grandfathered into the program? Does the rule apply to existing Section 8 student participants?	No. Neither Section 327 nor the final rule provides for a grandfathering clause for current Section 8 student participants. Therefore, Section 327 and the final rule apply to existing Section 8 student participants. However, as previously stated, the law and final rule does not focus on students residing with their parents in a Section 8 assisted unit or students who reside with their parents who are applying to receive Section 8 assistance. Rather, it focuses on certain students who seek or receive Section 8 assistance separate from their parents.
14	Agency Policies	Do PHAs have to update their Administrative Policies (24 CFR 982.54) before implementing Section 327 and final rule?	Yes. PHAs must immediately update their Administrative Plans to reflect discretionary policies concerning the new income eligibility restrictions for students (24 CFR 982.54.)
15	Verifications	Will PHAs now be required to obtain income information on the parents, in determining the eligibility of parents for Section 8 rental assistance?	Yes. To satisfy this requirement, PHAs may accept from a parent(s) a declaration <and> certification of income, which includes a penalty of perjury. The PHA retains the right to request and review, supporting documentation at any time the PHA determines the declaration, certification, and eligibility are in question. Supporting documentation includes, but is not limited to: IRS tax returns, consecutive and original pay stubs, bank statements, pension benefit statements, Temporary Assistance to Needy Families (TANF) award letter, Social Security Administration (SSA) award letter, and other official and authentic documents from a federal, State, or local agency.



	Category	Question	Answer
16	Verifications	Since Section 8 assistance can no longer be provided to certain students (24 CFR 5.612,) and this may include a parent’s income reexamining eligibility test, does this mean PHAs will have to verify the parent’s income eligibility annually, during reexamination, to determine whether the student continues to be eligible for the program after admissions? Prior to the effective date of the final rule, PHAs administering Section 8 programs did not have to verify the income of eligibility (i.e., family meets income limits) of the family after admissions.	PHAs administering the Section 8 program will have to verify the income eligibility of the parent(s), at least annually, to determine whether the student remains eligible for the Section 8 program. In accordance with 24 CFR 982.552(b)(5,) if after the parent’s income, the student is determined to be ineligible for Section 8 assistance, as specified in 24 CFR 5.612, the PHA must terminate assistance to that family member (i.e., student.) Again, the family is entitled to an informal hearing to discuss the termination of assistance.
17	Reexamination of Family Income	The preamble of the final rule “strongly encourages PHAs, Owners, and Management Agents administering Section 8 programs to, as soon as it is practicable, recertify existing Section 8 participants having family members that may meet the requirements of Section 327 of the Act.” What does this mean? What happens if the PHA cannot recertify Section 8 participants until the family’s next annual recertification? Will the PHA be penalized?	HUD understands some PHAs may not have the resources or the capability to recertify participant family income until the family’s next annual recertification. However, in order to remedy the problem of ineligible college students participating in HUD’s Section 8 rental assistance programs, as quickly as possible, the Department recommends recertification sooner rather than later (i.e., as soon as it is practicable.) If a PHA is unable to recertify family income until the next annual reexamination, that PHA will not be penalized. The latest time, however, the eligibility and income requirements can be implemented is at the time of annual reexamination.
18	Reexamination of Family Income and Termination of Assistance	As it concerns 24 CFR 982.552(b)(5) of the final rule, if after reexamining a student household’s income (the student’s or parent(s) income,) the PHA determines the student is no longer eligible for Section 8 rental assistance, is the student family entitled to a grievance hearing?	Yes. Applicant and participant student households are entitled to request and receive an informal hearing to discuss the reasons for the denial or termination of assistance, in accordance with established program procedures and requirements (See 24 CFR 982.554 and 24 CFR 982.555, respectively.)



	Category	Question	Answer
19	Continuation and Termination of Assistance	Scenario I: Three full-time college students apply for Section 8 housing. Two are eligible under Section 327(a) of the Act and 24 CFR 5.612 of the final rule, and one student is ineligible. Does the PHA deny Section 8 rental housing assistance to the entire family—all three students—or can the student family choose to remove the ineligible student from the family application so the two eligible students can be admitted to the program?	In scenario I described, the PHA will notify the applicant student family of its decision to deny assistance to the student household because of one of the student's ineligibility for Section 8 assistance. The notice will state the student household may request an informal review of the PHA's decision and how to obtain the review (24 CFR 982.554.) During the informal review, the student family may choose to remove the ineligible student from the family application for assistance so the two eligible students may be admitted to the program. The PHA must notify the student household of the PHA's final decision after the informal review, including a brief statement of the reasons for the final decision.
20	Continuation and Termination of Assistance	Scenario II: Three full-time college students are residing in a Section 8 rental assistance unit. Two are eligible under Section 327(a) of the Act and 24 CFR 5.612 of the final rule, and one student is ineligible. Does the PHA terminate the Section 8 rental assistance to the entire family—all three students—or can the student family choose to remove the ineligible student from the student household so the two eligible students can continue to be assisted under the program.	In scenario II described, the PHA will notify the student household of its decision to terminate Section 8 rental assistance to the family. The notice will contain a brief reason for the PHA's decision (i.e., ineligibility of a college student 24 CFR 5.612) and inform the student household of its right to an informal hearing. For the Housing Choice Voucher (HCV) program, eligible students residing in households with ineligible students shall not have their assistance terminated, but shall be issued a voucher to move with continued assistance in accordance with program regulations or shall be given the opportunity to lease in place if the terminated ineligible student members elect to move out of the assisted unit. HUD will issue separate guidance for PHAs administering the Moderate Rehabilitation, Project-Based Certificate, and Project- Based Voucher programs.
21	Pro-ration of Assistance	Can the PHA prorate the student household's assistance, based on a percentage of the total number of members of the family household that are eligible for assistance?	No. PHAs may not prorate assistance to family households composed of eligible and ineligible students.



Group III: HCV Student Rule Definitions

	Section 327 of the FY 2006 Appropriations Act	Final Rule, FR-5036-F-01	Question	Answer
22	Section 327(a)(1)	Section 5.612(a)	What is the definition of an institution of higher education under section 102 of the Higher Education Act of 1965?	Also provided in Appendix A of the supplemental guidance, a complete definition of an institution of higher education under section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002) can be found on GPO Access, United States Code Main Page at: http://www.gpoaccess.gov/uscode/index.html .
23	Section 327(a)(3)	Section 5.612(c)	What is the definition of a “veteran”?	For purposes of administering the student eligibility restrictions, PHAs may find it useful to adopt the term “veteran” as used by the Department of Veterans Affairs (38 U.S.C. 101(2)): (2) the term “veterans” means a person who served in the active military, naval, or air service, and who was discharged or released there from under conditions other than dishonorable. A complete definition of veteran (38 U.S.C. 101) can be found on GPO Access, United States Code Main Page at: http://www.gpoaccess.gov/uscode/index.html .
24	Sections 327(a) and (b)	Sections 5.612(e) and 5.609(b)(9)	As used in the Act and final rule, how are the terms “dependent child” and “dependent children” defined?	“Dependent child” and “dependent children,” as used in the Act and final rule, have the same meaning as provided at 24 CFR 5.603: Dependent: A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or a person with a disability, or is a full-time student. To be sure, the child or children must reside in the student family household.



	Section 327 of the FY 2006 Appropriations Act	Final Rule, FR-5036-F-01	Question	Answer
25	Section 327(b)	Section 5.609(b)(9)	<p>Does financial assistance include federal, State, and local grants, scholarships, and loans?</p> <p>Section 327(b) states: “any financial assistance (in excess of amounts received for tuition) that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.), from private sources, or an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except for a person over the age of 23 with dependent children.”</p>	<p>Student financial assistance, as used in the Act and final rule, means any assistance (in excess of amounts received for tuition) that an individual receives:</p> <ol style="list-style-type: none"> 1. Under the Higher Education Act of 1965 2. From private sources 3. From an institute of higher education <p>Such financial assistance may include federal, State, and local grants and scholarships (athletic and academic,) fellowships and student educational financial assistance from parents, guardians, or other persons residing outside of the student family household. HUD has interpreted the term “financial assistance,” as used in Section 327(b) to not include loan proceeds for the purpose of determining income.</p>
26	Section 327(b)	Section 5.609(b)(9)	In the new law, how is ‘student’ defined?	Student means all students enrolled either full-time or part-time at an institution of higher education. The new law does not exempt part-time students.
27	Section 327(b)	Section 5.609(b)(9)	What is included in tuition? Does it include other fees charged by the educational institution?	Tuition shall have the meaning given this term by the institution of higher education in which the student is enrolled.



Chapter 4

APPLICATIONS, WAITING LIST, PREFERENCES; MAINTAINING THE WAITING LIST AND PARTICIPANT SELECTION

[24CFR Part 5, Subpart D; 982.54(d)(1); 982.204, 902.205, 982.206]

INTRODUCTION

When a family wishes to receive Section 8 HCV assistance, the family must submit an application providing SNRHA with the information needed to determine the family's eligibility. HUD requires SNRHA to place all families applying for assistance on a waiting list. When HCV assistance becomes available, SNRHA must select families from the waiting list in accordance with HUD requirements and SNRHA policies as stated in the Administrative Plan and the Annual Plan.

SNRHA is required to adopt a clear approach to accepting applications, placing families on the *waiting list*, *selecting families from the waiting list*, and *must follow this approach consistently*. The actual order in which families are selected from the waiting list can be affected if a family has certain characteristics designated by HUD or SNRHA to receive preferential treatment. Funding earmarked exclusively for families with particular characteristics may also alter the order in which families are served.

HUD regulations require all families have an equal opportunity to apply for and receive housing assistance, and SNRHA affirmatively furthers fair housing goals in the administration of the program [24 CFR 982.53, HCV GB p. 4-1.] Adherence to the selection policies described in this chapter ensures SNRHA will be in compliance with all relevant fair housing requirements, as described in Chapter 2.

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

This chapter describes HUD and SNRHA's policies for taking applications, managing the waiting list, and selecting families for HCV assistance. The policies outlined in this chapter are organized into three sections, as follows:

Part I: The Application Process. This part provides an overview of the application process and discusses how applicants can obtain and submit applications. It also specifies how SNRHA will handle the applications it receives.

Part II: Managing the Waiting List. This part presents the policies governing how SNRHA's waiting list is structured, when it is opened and closed, and how the public is notified of the opportunity to apply for assistance. It also discusses the process SNRHA will use to keep the waiting list current.

Part III: Selection for HCV Assistance. This part describes the policies guiding SNRHA in selecting families for HCV assistance as such assistance becomes available. It also specifies how in-person interviews will be used to ensure SNRHA has the information needed to make a final eligibility determination.



PART I: THE APPLICATION PROCESS

4-I.A. OVERVIEW

This part describes the policies guiding SNRHA's efforts to distribute and accept applications, and to make preliminary determinations of applicant family eligibility affecting placement of the family on the waiting list. This part also describes SNRHA's obligation to ensure the accessibility of the application process to elderly persons, people with disabilities, and people with limited English proficiency (LEP.) This chapter explains the local preferences which SNRHA has adopted to meet local housing needs, defines the eligibility criteria for the preferences, and explains SNRHA's system of applying them.

4-I.B. APPLYING FOR ASSISTANCE [HCV GB, pp. 4-11 – 4-16]

Any family wishing to receive HCV assistance must apply for admission to the program. HUD permits SNRHA to determine the format and content of HCV applications, as well how such applications will be made available to interested families and how applications will be accepted by SNRHA.

SNRHA Policy

SNRHA will use a pre-application process when it is expected that a family will not be selected from the waiting list for at least 60 calendar days from the date of application. Under the two-step application process, SNRHA initially will require families to provide only the information needed to make an initial assessment of the family's eligibility, and to determine the family's placement on the waiting list. The family will be required to provide all of the information necessary to establish family eligibility and level of assistance when the family is selected from the waiting list.

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

4.1.C. WAITING LIST [24 CFR 982.204]

SNRHA uses a single waiting list for admission to its Section 8 tenant-based assistance program. Except for Special Admissions and project-based participants who are eligible to now receive tenant-based assistance (a separate list is maintain for project-based relocations into tenant-based program when funding is not available,) applicants will be selected from SNRHA waiting list in accordance with policies, preferences, and income targeting requirements defined in this Administrative Plan.

4-I.D. ACCESSIBILITY OF THE APPLICATION PROCESS

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

SNRHA must take a variety of steps to ensure the application process is accessible to those people who might have difficulty complying with the normal, standard PHA application process. This could include people with disabilities, certain elderly individuals, as well as persons with



limited English proficiency (LEP.) SNRHA must provide reasonable accommodation to the needs of individuals with disabilities. The application-taking facility and the application process must be fully accessible, or SNRHA must provide an alternate approach providing full access to the application process. Chapter 2 and Addendum “A” provides a full discussion of SNRHA’s policies related to providing reasonable accommodations for people with disabilities.

Limited English Proficiency

SNRHA is required to take reasonable steps to ensure meaningful access to their programs and activities by persons with Limited English Proficiency (LEP) [24 CFR 1.] Chapter 2 and Addendum “B” provides a full discussion on SNRHA’s policies related to ensuring access to people with Limited English Proficiency.

4-I.E. PLACEMENT ON THE WAITING LIST

SNRHA must review each complete application received and make a preliminary assessment of the family’s eligibility. SNRHA must accept applications from families for whom the list is open unless there is good cause for not accepting the application (such as denial of assistance) for the grounds stated in the regulations [24 CFR 982.206(b)(2).] Where the family is determined to be ineligible, SNRHA must notify the family in writing [24 CFR 982.201(f).] Where the family is not determined to be ineligible, the family will be placed on a waiting list of applicants.

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

Ineligible for Placement on the Waiting List

SNRHA Policy

If SNRHA can determine a family is ineligible from the information provided, the family shall be withdrawn from the waiting list. When preliminary applications are received and the application is incomplete or the family is deemed ineligible, (i.e. over income limits,) the family’s preliminary application shall be withdrawn and a notice sent to the applicant. Where a family is determined to be ineligible, SNRHA will send written notification of the ineligibility determination within 10 business days of receiving a complete application or other items that verify ineligibility status. The notice will specify the reasons for ineligibility, and will inform the family of its right to request an informal review and explain the process for doing so (see Chapter 14.)

Eligible for Placement on the Waiting List

SNRHA Policy

SNRHA will send written notification of the preliminary eligibility determination within 10 business days of receiving a complete application.

Placement on the waiting list does not indicate the family is, in fact, eligible for assistance. A final determination of eligibility will be made when the family is selected from the waiting list and the eligibility process has been completed.

Applicants will be placed on the waiting list according to any preference(s) for which they qualify, and the date and time their complete application is received by SNRHA.



PART II: MANAGING THE WAITING LIST

4-II.A. OVERVIEW

SNRHA must have policies regarding various aspects of organizing and managing the waiting list of applicant families. This includes opening the list to new applicants, closing the list to new applicants, notifying the public of waiting list openings and closings, updating waiting list information, purging the list of families no longer interested in or eligible for assistance, as well as conducting outreach to ensure a sufficient number of applicants.

In addition, HUD imposes requirements on how SNRHA may structure its waiting list and how families must be treated if they apply for assistance from a PHA that administers more than one assisted housing program.

SNRHA Policy

In the case of disputes on eligibility/ineligibility criteria pending the outcome of legal proceedings (i.e., currently under appeal in a court of law,) SNRHA will determine the family to be ineligible at that time. If the legal decision is rendered that the person did meet the eligible factors, SNRHA shall restore the application to the original date and time, and reinstate the applicant to any other preference factors SNRHA has adopted. If the legal decision is rendered that the person did not meet the eligibility factors, SNRHA shall only provide the applicant with access to the grievance process in accordance with applicable requirements.

4-II.B. ORGANIZATION OF THE WAITING LIST [24 CFR 982.204 and 205]

SNRHA's HCV waiting list must be organized in such a manner to allow SNRHA to accurately identify and select families for assistance in the proper order, according to the admissions policies described in this plan.

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

- Applicant name
- Family unit size
- Date and time of application
- Qualification for any local preference
- Racial or ethnic designation of the head of household.

SNRHA Policy

SNRHA will maintain information permitting proper selection from the waiting list. The waiting list contains the following information for each applicant listed:

- Applicant Name
- Family Unit Size (number of bedrooms family qualifies for under SNRHA subsidy standards)
- Date and time of application



- Qualification for any local preference
- Racial or ethnic designation of the head of household
- Disabled Applicant (head of household/spouse/co-head)
- Applicable income limit

HUD requires SNRHA maintains a single waiting list for the HCV program unless it serves more than one county or municipality. Such PHAs are permitted, but not required, to maintain a separate waiting list for each county or municipality served.

SNRHA Policy

SNRHA will maintain a single waiting list for the HCV program. However, if the HCV waiting list is open when the applicant is placed on the public housing program waiting list or Section 8 project-based waiting list, SNRHA must offer to place the family on its tenant-based assistance list.

A family's decision to apply for, receive, or refuse other housing assistance must not affect the family's placement on the HCV waiting list, or any preferences for which the family may qualify.

SNRHA Policy

SNRHA will not merge the HCV waiting list with the waiting list for any other program SNRHA operates.

4-II.C. SPECIAL ADMISSIONS [24 CFR 982.203, 982.54(d)(3)]

SNRHA Policy

If HUD awards SNRHA program funding targeted for specifically named families, SNRHA will admit these families under a Special Admission procedure. SNRHA shall grant preferences to families of federally declared disasters who are Housing Choice Voucher holders, or of other eligible program as defined by HUD in another jurisdiction and other eligible disaster affected families who are income eligible up to the approved allocation. These persons will receive preferences over other waiting list placeholders and be treated as special admissions.

Special admissions families will be admitted outside of the regular waiting list process. They may not have to qualify for any preferences, unless required by HUD or the PHA, nor are they required to be on the program waiting list prior to the award of the funding. SNRHA maintains separate records of these admissions and shall code them on any waiting list if entered. The waiting list may or may not have to be opened to serve these families as directed by HUD.

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

- A family displaced because of demolition or disposition of a public or Indian housing project
- A family residing in a multifamily rental housing project when HUD sells, forecloses or demolishes the project



- For housing covered by the Low Income Housing Preservation and Resident Home-ownership Act of 1990
- A family residing in a project covered by a project-based Section 8 HAP contract at or near the end of the HAP contract term
- A non-purchasing family residing in a HOPE 1 or HOPE 2 project
- A family admitted due to a special funding allocation which does not require waiting list placement such as Mainstream Voucher, Welfare to Work or Designated, Family Unification Vouchers, and Relocation Vouchers.

Applicants, who are admitted under Special Admissions, rather than from the waiting list, are identified by codes in the automated system. Additionally, project based participants who are eligible to receive a tenant-based voucher after one year of tenancy shall be provided with a voucher without placement on SNRHA's waiting list, if funding is available and if they have provided proper notice to their management company and meet other eligibility requirements, including being in compliance with their lease and family obligations.

HUD directs a family applying for assistance from the HCV program must be offered the opportunity to be placed on the waiting list for any public housing, project-based voucher or moderate rehabilitation program SNRHA operates if 1) the other programs' waiting lists are open, and 2) the family is qualified for the other programs.

A family's decision to apply for, receive, or refuse other housing assistance must not affect the family's placement on the HCV waiting list, or any preferences for which the family may qualify.

4-II.D. OTHER HOUSING ASSISTANCE [24 CFR 982.205(b)]

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

SNRHA may not take any of the following actions because an applicant has applied for, received, or refused other housing: [24 CFR 982.205(b)]

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

4-II.E. OPENING AND CLOSING THE WAITING LIST [24 CFR 982.206]

Closing the Waiting List

SNRHA is permitted to close the waiting list if it has an adequate pool of families to use its available HCV assistance. Alternatively, SNRHA may elect to continue to accept applications only from certain categories of families meeting particular preferences or funding criteria.



SNRHA Policy

SNRHA will close the waiting list when the estimated waiting period for housing assistance for applicants on the list reaches an estimated 24 months for the most current applicants. Where SNRHA has particular preferences or funding criteria requiring a specific category of family, SNRHA may elect to continue to accept applications from these applicants while closing the waiting list to others.

All decisions to close the waiting list shall be made by the Director of Housing Programs or their designee, based on the number of applicants on the waiting list and projected future funding. Written notice shall be published when the waiting list is to be closed.

Reopening the Waiting List

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

SNRHA Policy

SNRHA will announce the reopening of the waiting list at least 15 calendar days prior to the date applications will first be accepted. If the list is only being reopened for certain categories of families, this information will be contained in the notice. SNRHA may also limit the number of applications accepted for a particular preference or total number of applications to be accepted as long as this is included in the public announcement.

4.II.F. APPLYING FOR ADMISSION

Applications are taken to compile a waiting list.

SNRHA Policy

SNRHA's waiting list for its Housing Choice Voucher Program will remain closed until it is determined the number of applicants on the list is insufficient to provide all the applicants needed for the next three (3) months in order to properly utilize funding. The number needed will be based on the number of vouchers available or expected to become available over the next 24 months, the experience of the Authority regarding the number of applicants who are expected to successfully complete the process of establishing their eligibility, and the number of eligible applicants who are expected to successfully lease units under the Housing Choice Voucher Program. The Authority's goal is to keep its utilization rate as high as possible.

All persons who wish to apply for any of SNRHA's programs must submit a pre-application via telephone or written format, or as otherwise advised in SNRHA's public notice. No other applications shall be accepted that are not submitted as required in the public notice. If SNRHA accepts written applications, they will be made available in an accessible format upon request from a person with a disability and it has been advertised that pre-applications shall be submitted in writing.



SNRHA may use a lottery system when opening its waitlist and may incorporate online applications. The method of application acceptance shall be included in the public announcement. If utilized, applicants shall be placed on the waitlist using a lottery system. Once each application has been randomly assigned a number, the applications will be placed on the waiting list in order of the assigned numbers. Lottery shall not be used for special admissions and/or when opening special funding HCV programs such as Non-Elderly Disabled (NED) or Mainstream.

To provide specific accommodation to persons with disabilities, upon request, the information may be mailed to the applicant and, if requested, it will be mailed in an accessible format. This only applies when it has been advertised that written pre-applications will be accepted. As a reasonable accommodation when pre-applications are taken only via telephone, another individual or agency may call into the designated phone line with the required information to get the applicant placed on our waiting list.

Bi-lingual staff is available and specific phone lines announced in the opening advertisement for Spanish speaking applicants who have LEP. Multiple social service agencies are sent (faxed) notices advising them of when SNRHA will open its waiting list and all requirements, including the lines for LEP persons and how they can assist disabled clients. Anyone can call in for another person as long as they have that person's basic information required for a pre-application. The information required is inclusive of the applicant's name, address, social security number, birthdates, income and source of income, and disability status.

The full application is completed at the eligibility appointment in the applicant's own handwriting, unless assistance is needed, or a request for accommodation is requested by a person with a disability. Staff shall provide such assistance or the family may elect to have another individual with power of attorney complete their documents. Applicants will then be interviewed by SNRHA's staff to review the information on the full application form. Verification of disability as it relates to 504, Fair Housing, or ADA reasonable accommodation will be requested at this time. The full application will also include questions asking all applicants whether reasonable accommodations are required and information shall be provided to instruct applicants on how to request this accommodation. These reasonable accommodation brochures are available in the Admissions lobby.

4.II.G. MANAGEMENT OF THE WAITING LIST

SNRHA will administer its waiting list as required by 24 CFR 982.204, 982.206, 982.207, and 982.158.

SNRHA Policy

The waiting list will be maintained in accordance with the following guidelines:

1. Records providing income, racial, ethnic, gender, and disability status data on program applicants will be maintained for three years.



2. An application from each ineligible family and a notice the applicant is not eligible will be maintained for three years.
3. All applicants on the waiting list will be maintained in order of selection, according to preference, and date and time of application receipt. All applicants with equal preference will be maintained by date and time sequence.
4. Disabled applicant families will be identified as such on the waiting lists.

4.II.H. TIME OF SELECTION

SNRHA Policy

When the Authority projects funding is available, families will be selected from the pre-application waiting list in their order of preference sequence and time and date of application. Selections made for income targeting or targeted funding will be made as appropriate. When required, staff may skip clients on its waiting list to achieve its income targeting requirements for admission.

SNRHA shall select applicants from its waiting list in such a way as to ensure 75% of the applicants admitted to the Housing Choice Voucher Program during any fiscal year are at or below the Extremely Low Income (ELI) limit—30% of the median income for the Metropolitan Statistical Area- at the time of admission. To ensure this requirement is met, SNRHA may skip non- Very Low-Income families on the waiting list in order to select ELI families.

Applicants are notified in writing of their scheduled eligibility appointment to certify the applicant for program participation. Applicants who have been selected from the waiting list based on preferences that cannot be verified as true shall be returned to their appropriate place on the waiting list without those preferences, unless without the preference they still would have been selected among the group pulled.

A pool of certified eligible applicant files will be maintained to minimize delays in admissions when voucher funding becomes available.

SNRHA will give public notice by publishing the relevant information in suitable media outlets including, but not limited to:

- Las Vegas Review Journal/Sun
- El Mundo
- Latin American Press
- Asian Journal
- The Israelite
- Indian Voice
- The Challenger
- Nevada Disability Advocacy and Law Center



- SNRHA's website @snvrha.org
- St Vincent's
- Salvation Army Family Services
- Shade Tree
- Helping Hands
- Veterans Administration
- Nevada Association of Latin Americans
- Nevada Children Center
- Nevada Client Assistance Program
- Nevada Community Enrichment Program
- Nevada Equal Rights Commission
- Nevada Fair Housing Center
- Active Blind & Visually Impaired of Nevada
- Assistive Technology Center at Nevada Community Enrichment Program
- Clark County Legal Services
- Multiple Sclerosis National Society
- Southern Nevada Adult Mental Health Services
- Women Development Center
- Lutheran Social Services
- Veteran Administrative Services

However, the list of vendors above may be altered without board approval based on results of outreach and other factors such as vendors no longer being available. The Director of Housing Programs or their designee will make this determination.

4-II.I. FAMILY OUTREACH [HCV GB, pp. 4-2 to 4-4]

SNRHA must conduct outreach as necessary to ensure SNRHA has a sufficient number of applicants on the waiting list to use the HCV resources it has been allotted. Because HUD requires SNRHA to serve a specified percentage of extremely low income families., SNRHA may need to conduct special outreach to ensure an adequate number of such families apply for assistance [HCV GB, p. 4-20 to 4-21.].

SNRHA outreach efforts must comply with fair housing requirements. This includes:



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

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

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

SNRHA Policy

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

4-II.J. REPORTING CHANGES IN FAMILY CIRCUMSTANCES

SNRHA Policy

While the family is on the waiting list, the family must inform SNRHA of changes in contact information, including current residence, mailing address, and phone number within 10 calendar days of said change. The changes must be submitted in writing.

4-II.K. UPDATING THE WAITING LIST (PURGE) [24 CFR 982.204]

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

Purging the Waiting List

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



SNRHA Policy

The waiting list will be updated as needed to ensure all applicants and applicant information is current and timely.

The Waiting List will be purged bi-annually by a mailing to all applicants to ensure the waiting list is current and accurate. The mailing will ask for confirmation of continued interest.

To update the waiting list, SNRHA will send an update request via first class mail to each family on the waiting list to determine whether the family continues to be interested in, and to qualify for, the program. This update request will be sent to the last address SNRHA has on record for the family. The update request will provide a deadline by which the family must respond and will state failure to respond will result in the applicant's name being removed from the waiting list.

The family's response must be in writing and may be delivered in person, by mail, electronically, or by fax. Responses should be postmarked or received by SNRHA not later than 14 calendar days from the date of SNRHA letter.

If an applicant fails to respond to a mailing from SNRHA within the indicated timeframe on said notice, the applicant will be withdrawn. An extension of 10 calendar days to respond will be granted, if requested and needed as a reasonable accommodation for a person with a disability. If the applicant did not respond to SNRHA's request for information or updates because of a family member's disability, SNRHA will reinstate the applicant in the family's former position on the waiting list.

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

If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless the Director of Housing Programs or designee determines there were circumstances beyond the person's control. The following exceptions, if determined to exist, will be acceptable to warrant reinstatement: hospitalization or out of town or disabled. Additionally, if for any reason when a family is removed in error from the waiting list the Director of Housing Programs or their designee may reinstate the applicant.

Removal from the Waiting List [24 CFR 982.204(c)]

SNRHA Policy

If at any time an applicant family is on the waiting list, and SNRHA determines the family is not eligible for assistance (see Chapter 3), the family will be removed from the waiting list.

If a family is removed from the waiting list because SNRHA has determined the family is not eligible for assistance, a notice will be sent to the family's address of record as well as to any alternate address provided on the initial application. The notice will state the reasons the family was removed from the waiting list and will inform the family how to request an informal review regarding SNRHA's decision (see Chapter 14) [24 CFR 982.201(f)].



PART III: SELECTION FOR HCV ASSISTANCE

4-III.A. OVERVIEW

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

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

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

4-III.B. SELECTION AND HCV FUNDING SOURCES

Special Admissions [24 CFR 982.203]

HUD may award funding for specifically-named families living in specified types of units (e.g., a family displaced by demolition of public housing; a non-purchasing family residing in a HOPE 1 or 2 projects; family admitted due to special funding allocation will be placed on the waitlist and coded for tracking and may go ahead of other non-eligible families as defined by HUD to receive these vouchers. Examples are Family Unification Vouchers, Welfare to Work, VASH, Relocation, and/or TBRA Certificates. In these cases, SNRHA may admit families not on the waiting list, or without considering the family's position on the waiting list. SNRHA must maintain records showing such families were admitted with special program funding. Applicants who are admitted by SNRHA who are admitted under Special Admissions, rather than from the waiting list, are identified by codes in the automated waiting list system. Additionally, projected-based participants who are eligible to receive a tenant-based voucher after one year of tenancy, shall be provided with a voucher without placement on our waiting list, if funding is available and they have provided proper notice to their management company.

Targeted Funding [24 CFR 982.204(e)]

HUD may award a PHA funding for a specified category of families on the waiting list. SNRHA must use this funding only to assist the families within the specified category. Within this category of families, the order in which such families are assisted is determined according to the policies provided in Section 4-III.C.

SNRHA Policy

SNRHA administers the following types of targeted funding:

When HUD awards special funding for certain family types, families who qualify are placed on the regular waiting list. When a specific type of funding becomes available, the waiting list is searched for the first available family meeting the targeted funding criteria.



Applicants who are admitted under targeted funding which are not identified as a Special Admission are identified by codes in the automated system. SNRHA received funding for the following "Targeted" Programs:

- Mainstream for Persons with Disabilities
- Family Unification Program
- Welfare to Work
- Housing Choice Voucher - Designated Housing for Non-Elderly Persons with Disabilities
- Fair Share Voucher – Medicaid 1915 (c)
- VASH
- Relocation/Replacement Vouchers due to disposition of PH or Opt Out Vouchers

OTHER ADMISSIONS TO SNRHA/SUPPORTIVE SERVICES VOUCHERS

SNRHA does not have special allocations for supportive service vouchers. However, if funding becomes available the following process shall be utilized:

Supportive Service Referral Process

Contingent upon funding availability, SNRHA will make vouchers available for tenant-based assistance through referrals from outside agencies providing supportive services for the disabled, veterans and special voucher allocations, including Mainstream and VASH eligible families. In addition, referrals can be entered into with other outside agencies to assist with housing services of the community. They will be identified as “Special Programs.”

When a family is referred to SNRHA through “Special Programs” they will receive a voucher if they meet all of the eligibility requirements enumerated in this plan, and a voucher is available for the program.

Only families residing in non-subsidized housing may be referred, unless the family has successfully completed housing counseling training, through a program recognized by SNRHA. If the referred family’s name is on the regular SNRHA waiting list, their name will be removed when they receive a voucher through the ‘Special Programs,’ and the family will be counted toward the Special Programs vouchers.

Special Programs are responsible for referring families to SNRHA in the order deemed acceptable by the participating agencies and may have a specific MOU. Though not required by SNRHA, the MOU will also specify the other responsibilities of the participating agencies.

Vouchers will be made available to families who are referred, regardless of whether the family is on the regular voucher waiting list, regardless of the family’s current waiting list position, and regardless of whether the waiting list is closed.

Regular HCV Funding

Regular HCV funding may be used to assist any eligible family on the waiting list. Families are selected from the waiting list according to the policies provided below.



4-III.C. SELECTION METHOD

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

4.III.D. LOCAL PREFERENCES [24 CFR 982.207; HCV p. 4-16]

SNRHA is permitted to establish local preferences, and to give priority to serving families meeting those criteria. HUD specifically authorizes and places restrictions on certain types of local preferences. HUD also permits SNRHA to establish other local preferences, at its discretion.

Any local preferences established must be consistent with SNRHA's plan and the consolidated plan, and must be based on local housing needs and priorities that can be documented by generally accepted data sources.

SNRHA Policy for the following Local Preferences: SNRHA shall use the following preference point system.

Foster Youth Preference: Youth aging out of the foster care system who are currently participating in the Funds to Assist Former Foster Youth (FAFFY) program and other HCV program requirements. This preference shall be limited to 10 youth per year as funding permits, via a referral system from Clark County Foster DFS and Family Services. **60 points.**

Previously Terminated for Insufficient Funding: SNRHA will offer a preference to any family that has been terminated from its HCV program due to insufficient program funding. **60 points**

Federally Declared Disasters: Victims who are holders of Section 8 Vouchers or other subsidized programs as defined as eligible units by HUD, in another jurisdiction within 120 calendar days of the President declaring a federal disaster. **55 points**

Working Preference will be given to Head, spouse, or co-head employed at least 20 hours per week, or who are active participants in accredited educational and training program designed to prepare the individual for the job market. This preference is extended equally to elderly families or disabled families, including but not limited to those whose head or spouse is receiving SSI, SSD, or who can be verified to be unable to work, if both the head of household and spouse is either elderly or disabled. .. **30 points**

Veteran preference for veteran as defined by the State of Nevada. A Veteran/Disabled Veteran may submit an admissions application at any time for any housing program, whether the waiting list is open or closed - with the exception of the Housing Choice Voucher Program. The Veteran/Disabled Veteran must be the head, spouse, or co-head member of the household. At the time of eligibility, the Veteran/Disabled Veteran must submit their DD214 (or other official discharge documents from the Official Military Personnel File) which shows enlistment date, discharge dates, branch of service, social security number, birthdate, net active service, and type of discharge. If the military documents are not submitted accordingly, the Veteran's/Disabled Veteran's name will be withdrawn from the waiting list.



The Veteran/Disabled Veteran is entitled to request and receive an informal review of that determination as described in this Administrative Plan, Chapter 14, Program Administration, Part III: Informal Reviews and Hearings.

The Veteran/Disabled Veteran may submit another admissions application **35 points**

Residency preferences for head, co-head or spouse, who live, work, have been hired to work, or are enrolled full time in an accredited school in Clark County. **5 points**

Disabled veteran or family (defined as son, daughter, and spouse) of a veteran with a service-connected disability. **5 points**

Family of (defined as spouse) a **deceased veteran** with a service-connected death. **33 points**

Non-Elderly Disabled (NED) persons transitioning out of institutional and other segregated settings, at serious risk of institutionalization, homeless, or at risk of becoming homeless..... **10 points**

FINAL VERIFICATION OF PREFERENCES [24 CFR 5.415]

Preference information on applications will be updated as applicants are selected from the waiting list. At that time, SNRHA will obtain necessary verifications of preference at the interview and by third party verification.

PREFERENCE DENIAL [24 CFR 5.415]

If SNRHA denies a preference, SNRHA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal meeting with the Director of Housing Programs or designee. 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.

4.III. E. INCOME TARGETING REQUIREMENT [24 CFR 982.201(b)(2)]

HUD requires Extremely Low-Income (ELI) families make up at least 75% of the families admitted to the HCV program during the PHA’s fiscal year. ELI families are those with annual incomes at or below federal poverty levels or 30% of the area median income, whichever number is higher. To ensure this requirement is met, SNRHA may skip non-ELI families on the waiting list in order to select an ELI family.

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



SNRHA Policy

In accordance with the Quality Housing and Work Responsibility Act of 1998, each fiscal year SNRHA will reserve a minimum of seventy-five percent of its Housing Choice Vouchers new admissions for families whose income does not exceed 30 percent of the area median income. HUD refers to these families as “extremely low-income families.” SNRHA will admit families who qualify under the Extremely Low-Income limit to meet the income-targeting requirement, regardless of preference. SNRHA may skip applicant on its waiting list to ensure it meets its goals of admitting at least 75% of applicants with incomes that do not exceed 30% of median income.

SNRHA will monitor progress in meeting the ELI requirement throughout the fiscal year. Extremely low-income families will be selected ahead of other eligible families on an as-needed basis to ensure the income targeting requirement is met.

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

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

4.III.F. ORDER OF SELECTION [24CFR 982.207(e)]

SNRHA system of preferences may select families either according to the date and time of application, or by a random selection process [24 CFR 982.207(c)]. When selecting families from the waiting list SNRHA is required to use targeted funding to assist only those families who meet the specified criteria, and SNRHA is not permitted to skip down the waiting list to a family who can afford to subsidize when there are not sufficient funds to subsidize the family at the top of the waiting list [24 CFR 982.204(d) and (e)].

SNRHA Policy

Families will be selected from the waiting list based on the targeted funding or selection preference(s) for which they qualify, and in accordance with SNRHA’s hierarchy of preferences. Within each targeted funding or preference category, families will be selected on a first-come, first-served basis according to the date and time their complete application is received by SNRHA. Documentation will be maintained by SNRHA as to whether families on the list qualify for and are interested in targeted funding. If a higher placed family on the waiting list is not qualified or not interested in targeted funding, there will be a notation maintained so SNRHA does not have to ask higher placed families each time targeted selections are made.

SNRHA’s method for selecting applicants from a preference category leaves a clear audit trail used to verify each applicant has been selected in accordance with the method specified in the Administrative Plan.

SNRHA will utilize the preferences and points identified in Section D of this chapter. Among applicants with equal preference status, the waiting list will be organized by date and time.



If preferences submitted by the family at the time of application are not verified to be true, the family shall be placed back on the waiting list according to time and date of application and any other preference points they may have. If they applied during an opening for new applications that was for a specific category of applicants or special funding source admissions, and do not meet those criteria, their application shall be withdrawn and a notice provided to the family.

Families will be selected to attend their briefing from the applicant pool verified as certified eligible to participate in the Housing Choice Voucher Program.

4-III.G. NOTIFICATION OF SELECTION

When a family has been selected from the waiting list, SNRHA must notify the family.

SNRHA Policy

SNRHA will notify the family by first class mail when it is selected from the waiting list. The notice will inform the family of the following:

- Date, time, and location of the scheduled application interview, including any procedures for rescheduling the interview

- Who is required to attend the interview

- Documents that must be provided at the interview to document the legal identity of household members, including information about what constitutes acceptable documentation

- Other documents and information that should be brought to the interview

If a notification letter is returned to SNRHA, the family will be removed from the waiting list. A notice of denial (see Chapters 3 and 12) will be sent to the family's address of record, as well as to any known alternate address.

4-III.H. THE APPLICATION INTERVIEW

HUD recommends SNRHA obtain the information and documentation needed to make an eligibility determination through a private interview [HCV GB, pg. 4-16]. Being invited to attend an interview does not constitute admission to the program.

Reasonable accommodation must be made for persons with disabilities who are unable to attend an interview due to their disability.

SNRHA Policy

Families selected from the waiting list are required to participate in an eligibility interview unless the applicant is currently living out of state.

The head of household, the spouse/co-head, and all adult members must attend the interview together. However, if either the head of household or the spouse/co-head or other adult misses the appointment, one additional appointment shall be scheduled. Verification of information pertaining to adult members of the household not present at the interview will not begin until signed release forms are signed.



The interview will be conducted only if the head of household or spouse/co-head provides appropriate documentation of legal identity. (Chapter 6 has a discussion of proper documentation of legal identity.) If the family representative does not provide the required documentation, the appointment may be rescheduled when the proper documents have been obtained (within 14 calendar days).

The family must provide the information necessary to establish the family's eligibility and determine the appropriate level of assistance, and must complete required forms, provide required signatures, and submit required documentation. If any materials are missing, SNRHA will provide the family with a written list of items that must be submitted within 14 calendar days.

Any required documents or information the family is unable to provide at the interview must be provided within 14 calendar days of the interview (Chapter 6 provides details about longer submission deadlines for particular items, including documentation of Social Security numbers and eligible non-citizen status.) If the family is unable to obtain the information or materials within the required time frame, the family may request an extension. If the required documents and information are not provided within the required time frame (plus any extensions), the family will be sent a notice of denial (See Chapter 3).

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

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

If the family is unable to attend a scheduled interview, the family should contact SNRHA in advance of the interview to schedule a new appointment. Applicants who fail to attend scheduled interviews without SNRHA approval will be denied assistance based on the family's failure to supply information needed to determine eligibility. The file may be reinstated if the family was out of town or hospitalized on the day of the interview and provides proof to SNRHA. A notice of denial will be issued in accordance with policies contained in Chapters 3 and 12.

4-III.I. COMPLETING THE APPLICATION PROCESS

SNRHA must verify all information provided by the family (see Chapter 6.) Based on verified information, SNRHA must make a final determination of eligibility (see Chapters 3 and 12) and must confirm the family qualifies for any special admission, targeted admission, or selection preference affecting the order in which the family was selected from the waiting list.

SNRHA Policy

If SNRHA determines the family is ineligible, SNRHA will send written notification of the ineligibility determination within 10 calendar days of the determination. The notice will specify the reasons for ineligibility, and will inform the family of its right to request an informal review (Chapter 14.)



If a family fails to qualify for any criteria affecting the order in which it was selected from the waiting list [e.g. targeted funding, extremely low-income; preference(s)], the family will be returned to its original position on the waiting list. SNRHA will notify the family in writing it has been returned to the waiting list, and will specify the reasons for it.

If SNRHA determines the family is eligible to receive assistance, SNRHA will invite the family to attend a briefing in accordance with the policies in Chapter 7.



Chapter 5

INCOME AND SUBSIDY DETERMINATIONS [24 CFR Part 5, Subparts E and F; 24 CFR 982]

INTRODUCTION

A family's income determines eligibility for assistance and is also used to calculate the family's share of rent and to determine the amount of SNRHA's subsidy. SNRHA will use the policies and methods described in this chapter to ensure only eligible families receive assistance and no family pays more or less than its obligation under the regulations.

SNRHA will use the methods as set forth in this Administrative Plan to verify and determine family income at admission and reexamination is correct.

This Chapter defines the allowable expenses and deductions to be subtracted from Annual Income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 5, Subparts E and F, and further instructions set forth in HUD Notices and Memoranda. The formula for the calculation of TTP is specific and not subject to interpretation. SNRHA's policies in this Chapter address those areas which allow SNRHA discretion to define terms and to develop standards in order to assure consistent application of the various factors relating to the determination of TTP.

This chapter describes HUD regulations and SNRHA policies related to these topics in three parts as follows:

- Part I: Annual Income. HUD regulations specify the sources of income to include and exclude to arrive at a family's annual income. These requirements and PHA policies for calculating annual income are found in Part I.
- Part II: Adjusted Income. Once annual income has been established HUD regulations require the PHA to subtract from annual income any of five mandatory deductions for which a family qualifies. These requirements and PHA policies for calculating adjusted income are found in Part II.
- Part III: Calculating Family Share and PHA Subsidy. This part describes the statutory formula for calculating TTP, the use of utility allowances, and the methodology for determining PHA subsidy and required family payment.

PART I: ANNUAL INCOME

5-I.A. OVERVIEW

Income: Includes all amounts monetary or not received on behalf of the family. For purposes of calculating the TTP, HUD defines what is to be included and what is to be excluded in the federal regulations. In accordance with this definition, all income that is not specifically excluded in the regulations is counted. This includes all earned income and regular monetary and non-monetary gifts and contributions.

The general regulatory definition of *annual income* shown below is from 24 CFR 5.609.



5.609 Annual income.

(a) Annual income means all amounts, monetary or not, which:

- (1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or
- (2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- (3) Which are not specifically excluded in paragraph [5.609(c)].
- (4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

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

In addition to this general definition, HUD regulations establish policies for treating specific types of income and assets. The full texts of those portions of the regulations are provided in exhibits at the end of this chapter as follows:

- Annual Income Inclusions (Exhibit 5-1)
- Annual Income Exclusions (Exhibit 5-2)
- Treatment of Family Assets (Exhibit 5-3)
- Earned Income Disallowance for Persons with Disabilities (Exhibit 5-4)
- The Effect of Welfare Benefit Reduction (Exhibit 5-5)

Sections 5-I.B and 5-I.C discuss general requirements and methods for calculating annual income. The rest of this section describes how each source of income is treated for the purposes of determining annual income. HUD regulations present income inclusions and exclusions separately [24 CFR 5.609(b) and 24 CFR 5.609(c).] In this plan, however, the discussions of income inclusions and exclusions are integrated by topic (e.g., all policies affecting earned income are discussed together in section 6-I.D). Verification requirements for annual income are discussed in Chapter 6.

5-I.B. HOUSEHOLD COMPOSITION AND INCOME

Income received by all family members must be counted unless specifically excluded by the regulations. It is the responsibility of the head of household to report changes in family composition. The rules on which sources of income are counted vary somewhat by family member. The chart below summarizes how family composition affects income determinations.



Summary of Income Included and Excluded by Person	
Live-in aides	Income from all sources is excluded [24 CFR 5.609(c)(5)].
Foster child or foster adult	Income from all sources is excluded [24 CFR 5.609(c)(2)].
Head, spouse, or co-head Other adult family members	All sources of income not specifically excluded by the regulations are included.
Children under 18 years of age	Employment income is excluded [24 CFR 5.609(c)(1)]. All other sources of income, except those specifically excluded by the regulations, are included.
Full-time students 18 years of age or older (not head, spouse, or co-head)	Employment income above \$480/year is excluded [24 CFR 5.609(c)(11)]. All other sources of income, except those specifically excluded by the regulations, are included.

5.I.C. TEMPORARY/PERMANENTLY ABSENT [24CFR 5.609(a)(1);982.551]

The income of family members approved to live in the unit will be counted, even if the family member is temporarily absent from the unit [HCV GB, p. 5-18].

SNRHA Policy

Generally an individual who is or is expected to be absent from the assisted unit for 180 consecutive calendar days or less is considered temporarily absent and continues to be considered a family member. Generally an individual who is or is expected to be absent from the assisted unit for more than 180 consecutive calendar days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below.

SNRHA must compute all applicable income of every family member on the lease, including those who are temporarily absent. In addition, SNRHA must count the income of the spouse or the head of the household if that person is temporarily absent, even if that person is not on the lease in compliance with 24 CFR 5.609 (a) (1).

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hostile fire pay and any other exceptions to military pay HUD may define) is counted as income.

It is the responsibility of the head of household to report changes in family composition in writing or other method as needed for disabled persons within ten (10) calendar days of the change, including marriages. SNRHA will evaluate absences from the unit using this policy. Permanently absent shall be defined as separated, divorced, placed in nursing home, or incarcerated for more than 180 calendar days.



Absence of Any Member

SNRHA Policy

Any member of the household will be considered permanently absent if he/she is away from the unit for more than six (6) consecutive months or as otherwise provided in this Chapter, except students or children with shared custody for which the head of household has notified SNRHA of their absence in writing.

Absent Students

SNRHA Policy

When someone who has been considered a family member attends school for higher education away from home, the person will continue to be considered a family member unless information becomes available to SNRHA indicating the student has established a separate household or the family declares the student has established a separate household.

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

A student (other than head of household or spouse) who attends school for higher education away from home but lives with the family during school recesses may, at the family's choice, be considered either temporarily or permanently absent. If the family decides the member is permanently absent, income of that member will not be included in total household income, not be included on the lease, and will not be included for determination of Voucher size.

Absences Due to Placement in Foster Care

Children temporarily absent from the home as a result of placement in foster care are considered members of the family [24 CFR 5.403].

SNRHA Policy

If a child has been placed in foster care, and not returned to the biological family, by the next annual reexamination or move, the voucher size will be changed accordingly. If a participant's family gains custody of the foster child, the foster child will be added to the participant's family composition.

Absent Head, Spouse, or Co-head

SNRHA Policy

An absent head, spouse, or co-head will be considered as part of the family and their income will count "unless" the head of household certifies the head/spouse/co-head permanently absent.



SNRHA's "Certification of Absent Spouse" form certifies the spouse is not a member of the household and will not reside in the assisted unit.

Family Members Permanently Confined for Medical Reasons

If a family member is confined to a nursing home or hospital on a permanent basis, that person is no longer considered a family member and the income of that person is not counted [HCV GB, p. 5-22].

SNRHA Policy

SNRHA will request verification from a responsible medical professional and will use this determination. If the responsible medical professional cannot provide a determination, the person generally will be considered temporarily absent. The family may present evidence that the family member is confined on a permanent basis (180 days or more) and request the person not be considered a family member.

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

Absence Due to Incarceration

SNRHA Policy

If the sole member is incarcerated for more than 90 calendar days, he/she will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if he/she is incarcerated for 90 calendar days.

SNRHA will determine if the reason for incarceration is for drug-related or violent criminal activity and, if so, will terminate assistance to the family (see Chapter 12: Denial and Termination of Assistance.)

Joint Custody of Dependents

SNRHA Policy

Dependents subject to a joint custody arrangement will be considered a member of the family if they live with the applicant or participant family 51 percent or more of the time. Consideration may also be given to the person who receives the income for the care of the child.

When more than one applicant or participant family is claiming the same dependent(s) as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependent(s.) If there is a dispute about which family should claim them, SNRHA will make the determination based on available documents such as court orders.



Caretakers for a Child

SNRHA Policy

If neither a parent nor a designated guardian remains in a household receiving HCV assistance, SNRHA will take the following actions.

- (1) If a responsible agency has determined another adult is to be brought into the assisted unit to care for a child for an indefinite period, the designated caretaker will not be considered a family member until a determination of custody or legal guardianship is made.
- (2) If a caretaker has assumed responsibility for a child without the involvement of a responsible agency or formal assignment of custody or legal guardianship, the caretaker will be treated as a visitor for up to 120 calendar days. After the time has elapsed, the caretaker will be considered a family member unless information is provided confirming the caretaker's role is temporary. In such cases SNRHA will extend the caretaker's status as an eligible visitor.
- (3) At any time custody or guardianship legally has been awarded to a caretaker, the housing choice voucher will be transferred to the caretaker.
- (4) During any period a caretaker is considered a visitor, the income of the caretaker is not counted in annual income and the caretaker does not qualify the family for any deductions from income.

If the appropriate agency cannot confirm the guardianship status of the caretaker, SNRHA will review the status at 30 calendar day intervals.

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

If custody is awarded for a limited time in excess of stated period, SNRHA will state in writing the transfer of the Voucher is for that limited time or as long as they have custody of the children. SNRHA will use discretion as deemed appropriate in determining any further assignation of the Voucher on behalf of the children.

When SNRHA approves a person to reside in the unit as caretaker for the child(ren), the income should not be counted pending a final disposition. SNRHA will work with the appropriate service agencies and the landlord to provide a smooth transition in these cases.

Unauthorized Residents [24 CFR 551(h)(2)]

Only household members listed on the HUD 50058 are permitted to reside in the assisted unit.

SNRHA Policy

Adults who reside in the assisted unit, for more than thirty (30) consecutive calendar days or for a minimum period of sixty (60) cumulative calendar days during a twelve (12) month period and are not listed on the HUD 50058 form, will be deemed unauthorized residents (unless SNRHA has provided prior approval and is in the process of said resident being evaluated for eligibility.)



In those cases where SNRHA has reason to believe the family has an unauthorized resident(s) in the assisted unit, a family must demonstrate the person is not an unauthorized resident by submitting at least two (2) verifiable items of information, for example:

1. A written notarized statement from the landlord
2. A legible copy of the person's current driver's license, State identification, or vehicle registration which is current
3. A lease in their name at another address shall be the most prudent choice of evidence
4. Verification of residence from another government entity
5. Most recent IRS tax transcript
6. Current pay-stub (dated within the last 60 days)
7. Auto Insurance Verification and/or Department of Motor Vehicle (DMV) Registration

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

Minors and College Students:

SNRHA Policy

Minors and college students who were part of the family but who now live away from home during the school year **and** are no longer on the lease may visit for up to 90 days per year.

Reporting Absences to SNRHA

SNRHA Policy

If a family member leaves the household, the family must report this change to SNRHA, in writing, within 10 calendar days of the change and certify the member is temporarily absent or if the household member is to be removed.

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

Temporary Guardianship

SNRHA Policy

SNRHA shall require participants who are requesting to add family members that are minors and who are not their children by birth, foster care, court awarded custody, or court awarded guardianship to sign SNRHA's "Guardianship – Acceptance of Appointment of Temporary Guardian" forms certifying they have guardianship of minor



children. The family must also provide proof of income for the care of the child such as TANF payment or other support, if any income is being received by an adult for the care of the child. School record (if the child is of school age,) must be provided to document the subsidized residence as the record of enrollment for the child(ren.)

SNRHA shall increase the voucher size for the addition of minors if the addition to the family warrants an increased voucher-size based on SNRHA's occupancy guidelines.

Forms of acceptability by SNRHA:

- Court Ordered Assignment
- Verification from Social Service Agency
- SNRHA Appointment and Acceptance Form notarized (showing consent of a parent of the minor to be added to the family)
- SNRHA's Guardian - Self Certification of Physical Custody of Minor Child/Children form

SNRHA shall not approve additions for any reason if it will result in overcrowding as defined in HUD regulations.

5.I.D. ANTICIPATING ANNUAL INCOME

SNRHA is required to count all income "anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date" [24 CFR 5.609(a)(2).] The exception to this will be for elderly and disabled families with "fixed non-waged income." Policies related to anticipating annual income are provided below.

Basis of Annual Income Projection

SNRHA generally will use current circumstances to determine anticipated income for the coming 12-month period. HUD authorizes SNRHA to use other than current circumstances to anticipate income when:

- An imminent change in circumstances is expected [HCV GB, p. 5-17]
- It is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income) [24 CFR 5.609(d)]
- SNRHA believes past income is the best available indicator of expected future income [24 CFR 5.609(d)]

SNRHA Policy

When SNRHA cannot readily anticipate income based upon current circumstances (e.g., in the case of seasonal employment, unstable working hours, or suspected fraud), SNRHA will review and analyze historical data for patterns of employment, paid benefits, and receipt of other income and use the results of this analysis to establish annual income. Anytime current circumstances are not used to project annual income, a clear rationale for the decision will be documented in the file. In all such cases the family may present information and documentation to SNRHA to show why the historic pattern does not represent the family's anticipated income. SNRHA shall also use pass fixed



income (non-wages) for elderly or disabled clients along with EIV and any posted increases.

When Annual Income cannot be anticipated for a full twelve months, SNRHA may average known sources of income that vary to compute an annual income.

If there are bonuses or overtime which the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year will be used.

If, by averaging, an estimate can be made for those families whose income fluctuates from month to month; this estimate will be used so as to reduce the number of interim adjustments.

Using Enterprise Income Verification (EIV) to Project Income

HUD requires the use of EIV verifications. EIV is “the verification of income, before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals” [VG, p. 7.] This will be used for elderly and disabled families with “fixed non-wage income.”

HUD allows SNRHA to use EIV information in conjunction with family-provided documents to anticipate income [EIV.]

SNRHA Policy:

Whenever possible, SNRHA will use HUD’s EIV system. When EIV is obtained and the family does not dispute the EIV employer data, SNRHA will use current participant-provided documents to project annual income. When the participant provided documents are pay stubs, SNRHA will make every effort to obtain the last four (4) consecutive pay stubs dated within the last 60 calendar days.

SNRHA will obtain written and/or oral third-party verification in accordance with the verification requirements and policy in Chapter 7 in the following cases:

- If EIV or other Upfront Income Verification (UIV) data is not available,
- If the family disputes the accuracy of the EIV employer data, and/or
- If SNRHA determines additional information is needed.

In such cases, SNRHA will review and analyze current data to anticipate annual income. In all cases, the family file will be documented with a clear record of the reason for the decision, and a clear audit trail will be left as to how SNRHA annualized projected income.

Use of Historical Income Data

When SNRHA cannot readily anticipate income (e.g., in cases of seasonal employment, unstable working hours, or suspected fraud,) SNRHA will review historical income data for patterns of employment, paid benefits, and receipt of other income.



Known Changes in Income

If SNRHA verifies an upcoming increase or decrease in income, annual income will be calculated by applying each income amount to the appropriate part of the 12-month period.

Example: An employer reports a full-time employee who has been receiving \$6/hour will begin to receive \$6.25/hour in the eighth week after the effective date of the reexamination. In such a case the PHA would calculate annual income as follows: $(\$6/\text{hour} \times 40 \text{ hours} \times 7 \text{ weeks}) + (\$6.25 \times 40 \text{ hours} \times 45 \text{ weeks.})$

The family may present information which demonstrates implementing a change before its effective date would create a hardship for the family. In such cases, the PHA will calculate annual income using current circumstances and then require an interim reexamination when the change actually occurs. This requirement will be imposed even if SNRHA's policy in Chapter 11 does not require interim reexaminations for other types of changes.

5-I.E. EARNED INCOME

Types of Earned Income Included in Annual Income

Wages and Related Compensation

The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services is included in annual income [24 CFR 5.609(b)(1).]

SNRHA Policy

When Annual Income cannot be anticipated for a full twelve months due to frequent job changes or irregular amounts of pay received, SNRHA shall average known sources of income that vary to compute an annual income. Typically, the most current quarter's amount of income will be used for averaging.

If there are bonuses or overtime which the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year will be used.

If, by averaging, an estimate can be made for those families whose income fluctuates from month to month; this estimate will be used so as to reduce the number of interim adjustments.

Some Types of Military Pay

All regular pay, special pay, and allowances of a member of the Armed Forces are counted [24 CFR 5.609(b)(8)] except for the special pay to a family member serving in the Armed Forces who is exposed to hostile fire [24 CFR 5.609(c)(7).]



CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS [24 CFR 5.603(d)]

SNRHA Policy

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

While an individual is employed, contributions will be counted as assets but limited to only amount the family can withdraw without retiring or terminating employment.

After retirement or termination of employment, count any amount the employee elects to receive as a lump sum.

Types of Earned Income Not Counted in Annual Income

Temporary, Nonrecurring, or Sporadic Income [24 CFR 5.609(c)(9)]

This type of income (including gifts) is not included in annual income.

SNRHA Policy

Sporadic income is defined as income received periodically and cannot be reliably predicted. For example, the income of an individual who works “occasionally” as a handyman would be considered sporadic if future work cannot be anticipated and no historic stable pattern of income existed.

Children’s Earnings

Employment income earned by children (including foster children) under 18 years of age is not included in annual income [24 CFR 5.609(c)(1).] (See Eligibility chapter for a definition of *foster children*.)

Certain Earned Income of Full-Time Students

Earnings in excess of \$480 for each full-time student 18 years of age or older (except for the head, spouse, or co-head) are not counted [24 CFR 5.609(c)(11).] To be considered “full-time,” a student must be considered “full-time” by an educational institution with a degree or certificate program [HCV GB, p. 5-29.]

INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME [24 CFR 982.54(d) (10)]

SNRHA Policy

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, SNRHA will calculate the income by using the following methodology and use the income figure which would result in a lower payment by the family:

Exclude the income of the person permanently confined to the nursing home and give the family no deductions for medical expenses of the confined family member after 180 calendar days or when doctor certification of length of absence is received, whichever comes first.



Income of a Live-in Aide

Income earned by a live-in aide, as defined in [24 CFR 5.403,] is not included in annual income [24 CFR 5.609(c)(5).] (See Eligibility chapter for a full discussion of live-in aides.)

Income Earned under Certain Federal Programs

Income from some federal programs is specifically excluded from consideration as income [24 CFR 5.609(c)(17),] including:

- Payments to volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058)
- Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b))
- Awards under the federal work-study program (20 U.S.C. 1087)
- Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f))
- Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d))
- Allowances, earnings, and payments to participants in programs funded under the Workforce Investment Act of 1998 (29 U.S.C. 2931)

Resident Service Stipend

Amounts received under a resident service stipend are not included in annual income. A resident service stipend is a modest amount (not to exceed \$200 per individual per month) received by a resident for performing a service for SNRHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of SNRHA's governing board. No resident may receive more than one (1) such stipend during the same period of time [24 CFR 5.600(c)(8)(iv).]

State and Local Employment Training Programs

Incremental earnings and benefits to any family member resulting from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff are excluded from annual income. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the training program [24 CFR 5.609(c)(8)(v).] Effective July 2012, funding received in whole or in part under the Job Training Partnership Act, which was repealed by Congress, but clarifies that the exclusion for allowance, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998 still applies to HUD programs.



SNRHA Policy

SNRHA defines *training program* as “a learning process with goals and objectives, generally having a variety of components, and taking place in a series of sessions over a period of time. It is designed to lead to a higher level of proficiency, and it enhances the individual’s ability to obtain employment. It may have performance standards to measure proficiency. Training may include, but is not limited to: (1) classroom training in a specific occupational skill, (2) on-the-job training with wages subsidized by the program, or (3) basic education” [expired Notice PIH 98-2, p. 3.]

SNRHA defines *incremental earnings and benefits* as the difference between: (1) the total amount of welfare assistance and earnings of a family member prior to enrollment in a training program, and (2) the total amount of welfare assistance and earnings of the family member after enrollment in the program [expired Notice PIH 98-2, pp. 3–4.]

In calculating the incremental difference, SNRHA will use as the pre-enrollment income the total annualized amount of the family member’s welfare assistance and earnings reported on the family’s most recently completed HUD-50058.

End of participation in a training program must be reported in accordance with SNRHA’s interim reporting requirements.

HUD-Funded Training Programs

Amounts received under training programs funded in whole or in part by HUD [24 CFR 5.609(c)(8)(i)] are excluded from annual income. Eligible sources of funding for the training include operating subsidy, Section 8 administrative fees, modernization, Community Development Block Grant (CDBG), HOME program, and other grant funds received from HUD.

SNRHA Policy

To qualify as a training program, the program must meet the definition of *training program* provided above for state and local employment training programs.

Earned Income Tax Credit

Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j)), are excluded from annual income [24 CFR 5.609(c)(17).] Although many families receive the EITC annually when they file taxes, an EITC can also be received throughout the year. The prorated share of the annual EITC is included in the employee’s payroll check.

5-I.F. EARNED INCOME DISALLOWANCE FOR PERSONS WITH DISABILITIES [24 CFR 5.617 Streamlining Final Rule (SFR) Federal Register 3/8/16]

The Earned Income Disallowance (EID) encourages people with disabilities to enter the work force by not including the full value of increases in earned income for a period of time. The full text of 24 CFR 5.617 is included as Exhibit 5-4 at the end of this chapter. Eligibility criteria and limitations on the disallowance are summarized below.



Eligibility

This disallowance applies only to individuals in families already participating in the HCV program (not at initial examination.) To qualify, the family must experience an increase in annual income resulting in one (1) of the following events:

- Employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment. *Previously unemployed* includes a person who annually has earned not more than the minimum wage applicable to the community multiplied by 500 hours. The applicable minimum wage is the federal minimum wage unless there is a higher state or local minimum wage.
- Increased earnings by a family member who is a person with disabilities and whose earnings increase during participation in an economic self-sufficiency or job-training program. A self-sufficiency program includes a program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work to such families [24 CFR 5.603(b).]
- New employment or increased earnings by a family member who is a person with disabilities and who has received benefits or services under Temporary Assistance for Needy Families (TANF) or any other state program funded under Part A of Title IV of the Social Security Act within the past six (6) months. If the benefits are received in the form of monthly maintenance, there is no minimum amount. If the benefits or services are received in a form other than monthly maintenance, such as one-time payments, wage subsidies, or transportation assistance, the total amount received over the six-month period must be at least \$500.

Calculation of the Disallowance

Calculation of the EID for an eligible member of a qualified family begins with a comparison of the member's current income using his or her "baseline income." The family member's baseline income is his or her income immediately prior to qualifying for the EID. The family member's baseline income remains constant throughout the period he or she is participating in the EID.

Original Calculation Method

While qualification for the disallowance is the same for all families, calculation of the disallowance will differ depending on when the family member qualified for the EID. Participants qualifying prior to May 9, 2016, will have the disallowance calculated under the "Original Calculation Method" described below which requires a maximum lifetime disallowance period of up to 48 consecutive months. Participants qualifying on or after May 9, 2016, will be subject to the "Revised Calculation Method" which shortens the lifetime disallowance period to 24 consecutive months. Under both the original and new methods, the EID eligibility criteria, the benefit amount, the single lifetime eligibility requirement, and the ability of the applicable family member to stop and restart employment during the eligibility period are the same.



Earned Income Disallowance (EID)

With HUD’s Final Rule dated March 8, 2016, entitled “Streamlining Administrative Regulations for Public Housing/Housing Choice Voucher Final Rule,” the requirements changed that families maintain continual employment in order to obtain EID benefits over a straight 24-month period. The Final Rule removes this requirement for continuous employment and benefits now applies for a straight 24-month period, with a clear start and end date, irrespective of whether a family maintains continual employment during the 24-month period. SNRHA shall not track start and stop time of employments but shall track start date, the 12-month date (on which the amount of the disregard may change from 100 percent to not less than 50 percent of earned income) and the 24-month end date. For families enrolled prior to the effective date of this regulation (March 8, 2016,) the previous requirement shall continue.

Initial 12-Month Exclusion

During the initial 12-month exclusion period, the full amount (100 percent) of any increase in income attributable to new employment or increased earnings is excluded.

SNRHA Policy

The initial EID exclusion period will begin on the first of the month following the date an eligible member of a qualified family is first employed or first experiences an increase in earnings whether the family reports the earnings or not.

Second 12-Month Exclusion and Phase-In

During the second 12-month exclusion period, the exclusion is reduced to half (50 percent) of any increase in income attributable to employment or increased earnings.

Lifetime Limitation

The EID has a two (2) year (24-month) lifetime maximum. The two-year eligibility period begins at the same time the initial exclusion period begins and ends 24 months later. The one-time eligibility for the EID applies even if the eligible individual begins to receive assistance from another housing agency, if the individual moves between public housing and Section 8 assistance, or if there are breaks in assistance.

5-I.G. BUSINESS INCOME [24 CFR 5.609(b)(2)]

Annual income includes “the net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family” [24 CFR 5.609(b)(2)].

Business Expenses

Net income is “gross income less business expense” [HCV GB, p. 5-19.]



SNRHA Policy

To determine business expenses that may be deducted from gross income, the PHA will use current applicable Internal Revenue Service (IRS) rules for determining allowable business expenses [see IRS Publication 535,] unless a topic is addressed by HUD regulations or guidance as described below.

Business Expansion

HUD regulations do not permit SNRHA to deduct from gross income expenses for business expansion.

SNRHA Policy

Business expansion is defined as any capital expenditures made to add new business activities, to expand current facilities, or to operate the business in additional locations. For example, purchase of a street sweeper by a construction business for the purpose of adding street cleaning to the services offered by the business would be considered a business expansion. Similarly, the purchase of a property by a hair care business to open at a second location would be considered a business expansion.

Capital Indebtedness

HUD regulations do not permit the PHA to deduct from gross income the amortization of capital indebtedness.

SNRHA Policy

Capital indebtedness is defined as the principal portion of the payment on a capital asset such as land, buildings, and machinery. This means SNRHA will allow as a business expense interest, but not principal, paid on capital indebtedness.

Negative Business Income

If the net income from a business is negative, no business income will be included in annual income; a negative amount will not be used to offset other family income.

Withdrawal of Cash or Assets from a Business

HUD regulations require SNRHA to include in annual income the withdrawal of cash or assets from the operation of a business or profession unless the withdrawal reimburses a family member for cash or assets invested in the business by the family.

SNRHA Policy

Acceptable investments in a business include cash loans and contributions of assets or equipment. For example, if a member of an assisted family provided an up-front loan of \$2,000 to help a business get started, SNRHA will not count as income any withdrawals from the business up to the amount of this loan until the loan has been repaid. Investments do not include the value of labor contributed to the business without compensation.



Co-owned Businesses

SNRHA Policy

If a business is co-owned with someone outside the family, the family must document the share of the business it owns. If the family's share of the income is lower than its share of ownership, the family must document the reasons for the difference.

5-I.H. ASSETS [24 CFR 5.609(b)(3), 24 CFR 5.603(b)]

Overview

There is no asset limitation for participation in the HCV program. However, HUD requires SNRHA include in annual income the "interest, dividends, and other net income of any kind from real or personal property" [24 CFR 5.609(b)(3).] This section discusses how the income from various types of assets is determined. For most types of assets, SNRHA must determine the value of the asset in order to compute income from the asset. Therefore, for each asset type, this section discusses:

- How the value of the asset will be determined
- How income from the asset will be calculated

Exhibit 5-1 provides the regulatory requirements for calculating income from assets [24 CFR 5.609(b)(3),] and Exhibit 5-3 provides the regulatory definition of *net family assets*. This section begins with a discussion of general policies related to assets and then provides HUD rules and PHA policies related to each type of asset.

Optional policies for family self-certification of assets are found in Chapter 6.

General Policies

Income from Assets

SNRHA generally will use current circumstances to determine both the value of an asset and the anticipated income from the asset. As is true for all sources of income, HUD authorizes SNRHA to use other than current circumstances to anticipate income when (1) an imminent change in circumstances is expected (2) it is not feasible to anticipate a level of income over 12 months or (3) SNRHA believes past income is the best indicator of anticipated income. For example, if a family member owns real property that typically receives rental income but the property is currently vacant, SNRHA can take into consideration past rental income along with the prospects of obtaining a new participant.

SNRHA Policy

Anytime current circumstances are not used to determine asset income, a clear rationale for the decision will be documented in the file. In such cases the family may present information and documentation to SNRHA to show why the asset income determination does not represent the family's anticipated asset income.

Valuing Assets

The calculation of asset income sometimes requires SNRHA to make a distinction between an asset's market value and its cash value.



- The market value of an asset is its worth (e.g., the amount a buyer would pay for real estate or the balance in an investment account.)
- The cash value of an asset is its market value less all reasonable amounts that would be incurred when converting the asset to cash.

SNRHA Policy

Reasonable costs that would be incurred when disposing of an asset include, but are not limited to, penalties for premature withdrawal, broker and legal fees, and settlement costs incurred in real estate transactions [HCV GB, p. 5-28.]

Assets Disposed of for Less Than Fair Market Value

SNRHA Policy

SNRHA must count assets disposed of for less than fair market value during the two (2) years preceding certification or reexamination. SNRHA will count the difference between the market value and the actual payment received in calculating total assets. Assets disposed of as a result of foreclosure or bankruptcies are not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation is not considered to be assets disposed of for less than fair market value.

SNRHA's minimum threshold for counting assets disposed of for less than Fair Market value is \$1,000. If the total value of assets disposed of within a one-year period is less than \$1,000, they will not be considered an asset. Income from assets disposed of for less than Fair Market value will be imputed for two (2) years from the date of divestiture.

Family Declaration

SNRHA Policy

Families must sign a declaration form at initial certification and each annual recertification identifying all assets that have been disposed of for less than fair market value or declaring no assets have been disposed of for less than fair market value. SNRHA may verify the value of the assets disposed of if other information available to SNRHA does not appear to agree with the information reported by the family

Lump-Sum Receipts 24 CFR 5.609

Payments received in a single lump sum, such as inheritances, capital gains, lottery winnings, insurance settlements, and proceeds from the sale of property, are generally considered assets, not income. However, such lump-sum receipts are counted as assets only if they are retained by a family in a form recognizable as an asset (e.g., deposited in a savings or checking account) [RHIIP FAQs.] (For a discussion of lump-sum payments representing the delayed start of a periodic payment, most of which are counted as income, see sections 6-I.H and 6-I.I.)

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



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

SNHRA Policy

To determine amount of retroactive participant rent the family owes as a result of the lump sum receipt, SNRHA will calculate retroactively.

Retroactive Calculation Methodology

SNHRA Policy

SNRHA will go back to the date the lump-sum payment was received but never further back than the date of admission.

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

At SNRHA's option, SNRHA may enter into a re-payment Agreement with the family.

The amount owed by the family is a collectible debt even if the family becomes unassisted.

Attorney Fees

The family's attorney fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

Imputing Income from Assets [24 CFR 5.609(b)(3)]

When net family assets are \$5,000 or less, SNRHA will include in annual income the actual income anticipated to be derived from the assets. When the family has net family assets in excess of \$5,000, SNRHA will include in annual income the greater of (1) the actual income derived from the assets or (2) the imputed income. Imputed income from assets is calculated by multiplying the total cash value of all family assets by the current HUD-established passbook savings rate.

Determining Actual Anticipated Income from Assets

It may or may not be necessary for SNRHA to use the value of an asset to compute the actual anticipated income from the asset. When the value is required to compute the anticipated income from an asset, the market value of the asset is used. For example, if the asset is a property which a family receives rental income, the anticipated income is determined by annualizing the actual monthly rental amount received for the property; it is not based on the property's market value. However, if the asset is a savings account, the anticipated income is determined by multiplying the market value of the account by the interest rate on the account.



Withdrawal of Cash or Liquidation of Investments

Any withdrawal of cash or assets from an investment will be included in income except to the extent that the withdrawal reimburses amounts invested by the family. For example, when a family member retires, the amount received by the family from a retirement plan is not counted as income until the family has received payments equal to the amount the family member deposited into the retirement fund.

Jointly Owned Assets

The regulation at 24 CFR 5.609(a)(4) specifies annual income includes “amounts derived (during the 12-month period) from assets to which any member of the family has access.”

SNRHA Policy

If an asset is owned by more than one (1) person and any family member has unrestricted access to the asset, SNRHA will count the full value of the asset. A family member has unrestricted access to an asset when he or she can legally dispose of the asset without the consent of any of the other owners.

If an asset is owned by more than one (1) person, including a family member, but the family member does not have unrestricted access to the asset, SNRHA will prorate the asset according to the percentage of ownership. If no percentage is specified or provided for by state or local law, SNRHA will prorate the asset evenly among all owners.

Types of Assets

Checking and Savings Accounts

For regular checking accounts and savings accounts, *cash value* has the same meaning as *market value*. If a checking account does not bear interest, the anticipated income from the account is zero.

SNRHA Policy

In determining the value of a checking account, SNRHA will use the current balance.

In determining the value of a savings account, SNRHA will use the current balance.

In determining the anticipated income from an interest-bearing checking or savings account, SNRHA will multiply the value of the account by the current actual rate of interest paid on the account.

In lieu of the calculation described above, SNRHA can use the actual amount received over the last calendar year in determining the anticipated amount of interest if it is anticipated that the average balance will remain constant (similar to the balance for the last twelve months.)

Investment Accounts Such as Stocks, Bonds, Saving Certificates, and Money Market Funds

Interest or dividends earned by investment accounts are counted as actual income from assets even when the earnings are reinvested. The cash value of such an asset is determined by



deducting from the market value any broker fees, penalties for early withdrawal, or other costs of converting the asset to cash.

SNRHA Policy

In determining the market value of an investment account, SNRHA will use the value of the account on the most recent investment report.

How anticipated income from an investment account will be calculated depends on whether the rate of return is known. For assets held in an investment account with a known rate of return (e.g., savings certificates,) asset income will be calculated based on that known rate (market value multiplied by rate of earnings.) When the anticipated rate of return is not known (e.g., stocks,) SNRHA will calculate asset income based on the earnings for the most recent reporting period.

In lieu of the calculation described above, SNRHA can use the actual current received over the last calendar year in determining the anticipated amount of interest if it is anticipated that the average balance will remain constant (similar to the balance for the last twelve months.)

Equity in Real Property or Other Capital Investments

Equity (cash value) in a property or other capital asset is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and reasonable costs (such as broker fees) that would be incurred in selling the asset [HCV GB, p. 5-25.]

Equity in real property and other capital investments is considered in the calculation of asset income except for the following types of assets:

- Equity accounts in HUD homeownership programs [24 CFR 5.603(b)]
- The value of a home currently being purchased with assistance under the HCV program Homeownership Option for the first ten (10) years after the purchase date of the home [24 CFR 5.603(b)]
- Equity in owner-occupied cooperatives and manufactured homes in which the family lives [HCV GB, p. 5-25]
- Equity in real property when a family member's main occupation is real estate [HCV GB, p. 5-25.] This real estate is considered a business asset and income related to this asset will be calculated as described in section 6-I.F.
- Interests in Indian Trust lands [24 CFR 5.603(b)]
- Real property and capital assets that are part of an active business or farming operation [HCV GB, p. 5-25]

A family may have real property as an asset in two ways: (1) owning the property itself OR (2) holding a mortgage or deed of trust on the property. In the case of a property owned by a family member, the anticipated asset income generally will be in the form of rent or other payment for the use of the property. If the property generates no income, actual anticipated income from the asset will be zero.



In the case of a mortgage or deed of trust held by a family member, the outstanding balance (unpaid principal) is the cash value of the asset. The interest portion only of payments made to the family in accordance with the terms of the mortgage or deed of trust is counted as anticipated asset income.

SNRHA Policy

In the case of capital investments owned jointly with others not living in a family's unit, a prorated share of the property's cash value will be counted as an asset unless SNRHA determines the family receives no income from the property and is unable to sell or otherwise convert the asset to cash.

Trusts

A *trust* is a legal arrangement generally regulated by state law in which one (1) party (the creator or grantor) transfers property to a second party (the trustee) who holds the property for the benefit of one (1) or more third parties (the beneficiaries.)

Revocable Trusts

If any member of a family has the right to withdraw the funds in a trust, the value of the trust is considered an asset [HCV GB, p. 5-25.] Any income earned as a result of investment of trust funds is counted as actual asset income, whether the income is paid to the family or deposited in the trust.

Non-revocable Trusts

In cases where a trust is not revocable by, or under the control of, any member of a family, the value of the trust fund is not considered an asset. However, any income distributed to the family from such a trust is counted as a periodic payment or a lump-sum receipt, as appropriate [24 CFR 5.603(b).] (Periodic payments are covered in section 6-I.H. Lump-sum receipts are discussed earlier in this section.)

Retirement Accounts

Company Retirement/Pension Accounts

In order to correctly include or exclude as an asset any amount held in a company retirement or pension account by an employed person, SNRHA must know whether the money is accessible before retirement [HCV GB, p. 5-26.]

While a family member is employed, only the amount the family member can withdraw without retiring or terminating employment is counted as an asset [HCV GB, p. 5-26.]

After a family member retires or terminates employment, any amount distributed to the family member is counted as a periodic payment or a lump-sum receipt, as appropriate [HCV GB, p. 5-26,] except to the extent it represents funds invested in the account by the family member.

The balance in the account is counted as an asset only if it remains accessible to the family member. (For more on periodic payments, see section 6-I.H.)

IRA, Keogh, and Similar Retirement Savings Accounts

IRA, Keogh, and similar retirement savings accounts are counted as assets even though early withdrawal would result in a penalty [HCV GB, p. 5-25.]



Personal Property

Personal property held as an investment, such as gems, jewelry, coin collections, antique cars, etc., is considered an asset [HCV GB, p. 5-25.]

SNRHA Policy

In determining the value of personal property held as an investment, SNRHA will use the family's estimate of the value. SNRHA may obtain an appraisal to confirm the value of the asset. The family must cooperate with the appraiser, but cannot be charged any costs related to the appraisal.

Generally, personal property held as an investment generates no income until it is disposed of. If regular income is generated (e.g., income from renting the personal property,) the amount expected to be earned in the coming year is counted as actual income from the asset.

Necessary items of personal property are not considered assets [24 CFR 5.603(b).]

SNRHA Policy

Necessary personal property only consists of those items not held as an investment, and may include clothing, furniture, household furnishings, jewelry, and vehicles, including those specially equipped for persons with disabilities.

Life Insurance

The cash value of a life insurance policy available to a family member before death, such as a whole life or universal life policy is included in the calculation of the value of the family's assets [HCV GB 5-25.] The cash value is the surrender value. If such a policy earns dividends or interest the family could elect to receive, the anticipated amount of dividends or interest is counted as income from the asset whether or not the family actually receives it.

5-I.I. PERIODIC PAYMENTS

Periodic payments are forms of income received on a regular basis. HUD regulations specify periodic payments that are and are not included in annual income.

Periodic Payments Included in Annual Income

- Periodic payments from sources such as social security, unemployment and welfare assistance, annuities, insurance policies, retirement funds, and pensions. However, periodic payments from retirement accounts, annuities, and similar forms of investments are counted only after they exceed the amount contributed by the family [24 CFR 5.609(b)(4) and (b)(3).]
- Disability or death benefits and lottery receipts paid periodically, rather than in a single lump sum [24 CFR 5.609(b)(4) and HCV, p. 5-14]

Lump-Sum Payments for the Delayed Start of a Periodic Payment

Most lump sums received as a result of delays in processing periodic payments, such as unemployment or welfare assistance, are counted as income. However, lump-sum receipts for the delayed start of periodic social security or supplemental security income (SSI) payments are not counted as income [CFR 5.609(b)(4).]



SNRHA Policy

When a delayed-start payment is received and reported during the period in which SNRHA is processing an annual reexamination, SNRHA will adjust the family share and SNRHA subsidy retroactively for the period the payment was intended to cover. The family may pay in full any amount due or request to enter into a repayment agreement with SNRHA.

Periodic Payments Excluded from Annual Income

- Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the assisted family, who are unable to live alone) [24 CFR 5.609(c)(2)]

SNRHA Policy

SNRHA will exclude payments for the care of foster children and foster adults only if the care is provided through an official arrangement with a local welfare agency [HCV GB, p. 5-18.]

- Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home [24 CFR 5.609(c)(16)]
- Amounts received under the Low-Income Home Energy Assistance Program (42 U.S.C. 1626(c)) [24 CFR 5.609(c)(17)]
- Amounts received under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q) [24 CFR 5.609(c)(17)]
- Earned Income Tax Credit (EITC) refund payments (26 U.S.C. 32(j)) [24 CFR 5.609(c)(17).] *Note:* EITC may be paid periodically if the family elects to receive the amount due as part of payroll payments from an employer.
- Lump sums received as a result of delays in processing Social Security and SSI payments (see section 6-I.J.) [24 CFR 5.609(b)(4).]

5-I.J. PAYMENTS IN LIEU OF EARNINGS

Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay, are counted as income [24 CFR 5.609(b)(5)] if they are received either in the form of periodic payments or in the form of a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment. If they are received in a one-time lump sum (as a settlement, for instance,) they are treated as lump-sum receipts [24 CFR 5.609(c)(3).] (See also the discussion of periodic payments in section 5-I.H and the discussion of lump-sum receipts in section 5-I.G.)



5-I.K. WELFARE ASSISTANCE

Overview

Welfare assistance is counted in annual income. Welfare assistance includes Temporary Assistance for Needy Families (TANF) and any payments to individuals or families based on needs made under programs funded separately or jointly by federal, state, or local governments [24 CFR 5.603(b).]

Sanctions Resulting in the Reduction of Welfare Benefits [24 CFR 5.615]

SNRHA must make a special calculation of annual income when the welfare agency imposes certain sanctions on certain families. The full text of the regulation at 24 CFR 5.615 is provided as Exhibit 5-5. The requirements are summarized below. This rule applies only if a family was receiving HCV assistance at the time the sanction was imposed.

Covered Families

The families covered by 24 CFR 5.615 are those “who receive welfare assistance or other public assistance benefits ‘welfare benefits’ from a State or other public agency (‘welfare agency’) under a program for which Federal, State, or local law requires a member of the family must participate in an economic self-sufficiency program as a condition for such assistance” [24 CFR 5.615(b)].

Imputed Income

When a welfare agency imposes a sanction reducing a family’s welfare income because the family commits fraud or fails to comply with the agency’s economic self-sufficiency program or work activities requirement, SNRHA must include in annual income “imputed” welfare income. SNRHA must request the welfare agency inform SNRHA when the benefits of an HCV participant family are reduced. The imputed income is the amount the family would have received if the family had not been sanctioned.

This requirement does not apply to reductions in welfare benefits: (1) at the expiration of the lifetime or other time limit on the payment of welfare benefits, (2) if a family member is unable to find employment even though the family member has complied with the welfare agency economic self-sufficiency or work activities requirements, or (3) because a family member has not complied with other welfare agency requirements [24 CFR 5.615(b)(2).]

Offsets

The amount of the imputed income is offset by the amount of additional income the family begins to receive after the sanction is imposed. When the additional income equals or exceeds the imputed welfare income, the imputed income is reduced to zero [24 CFR 5.615(c)(4).]

5-I.L. PERIODIC AND DETERMINABLE ALLOWANCES [24 CFR 5.609(b)(7)]

Annual income includes periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing with an assisted family.



Alimony and Child Support

SNRHA must count alimony or child support amounts awarded as part of a divorce or separation agreement.

SNRHA Policy

SNRHA will count court-awarded amounts for alimony and child support unless SNRHA verifies that: (1) the payments are not being made, and (2) the family has made reasonable efforts to collect amounts due, including filing with courts or agencies responsible for enforcing payments [HCV GB, pp. 5-23 and 5-47.]

Families who do not have court-awarded alimony and child support awards are not required to seek a court award and are not required to take independent legal action to obtain collection.

Regular alimony and child support payments are counted as income for calculation of the family's share of the rental payment.

SNRHA will accept verification when the family is receiving an amount less than the award if:

SNRHA receives verification from the agency responsible for enforcement or collection.

The family furnishes documentation of child support or alimony collection action filed through a child support enforcement/collection agency, or has filed an enforcement or collection action through an attorney.

When child support or alimony fluctuates, SNRHA will follow the policy below.

SNRHA Policy

If, by averaging, an estimate can be made for those families whose income fluctuates from month to month; this estimate will be used to reduce the number of interim adjustments.

1. SNRHA shall add the total of all payments listed for the past twelve months. The total shall then be considered anticipated income.
2. When verification documents from the DA's office indicated no payment for more than 60 calendar days, no income will be anticipated from child support/alimony. Participants are required to report all changes within ten (10) calendar days in writing including when child support/alimony is not received and/or starts.
3. When a family first begins to receive child support/alimony or a new child/alimony support order is established, the amount of the ordered payment will be annualized and included in annual income. The participant is required to report all changes in income within 10 calendar days in writing.
4. When verification documents do not provide a 12-month history, an average will be determined based on at least two months' or more of a verified payment.



Regular Contributions or Gifts [24 CFR 5.609]

SNRHA must count as income regular monetary and nonmonetary contributions or gifts from persons not residing with an assisted family [24 CFR 5.609(b)(7)]. Regular shall be defined as monetary and/or nonmonetary contributions or gifts provided to the family for two months or more. Temporary, nonrecurring, or sporadic income and gifts are not counted [24 CFR 5.609(c)(9)].

SNRHA Policy

Examples of regular contributions include:

- (1) regular payment of a family's bills (e.g., utilities, telephone, rent, credit cards, and car payments,)
- (2) cash or other liquid assets provided to any family member on a regular basis, or
- (3) "in-kind" contributions such as groceries and clothing provided to a family on a regular basis.

Nonmonetary contributions will be valued at the cost of purchasing the items, as determined by SNRHA.

Any contribution or gift received for two (2) consecutive months or more will be considered a "regular" contribution or gift. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. Sporadic income is defined as contributions of monetary gifts for less than two (2) months within a calendar year and not made for two (2) consecutive months. Additionally, sporadic income will be defined as earned income of less than five (5) hours per month for no more than two (2) consecutive months. (See Chapter 6 on "Verification Procedures" for further definition.)

If the family's expenses exceed its known income, SNRHA will question the family about contributions and gifts.

For contributions that may vary from month to month (e.g., utility payments,) SNRHA will include an average amount based upon past history.

5-I.M. STUDENT FINANCIAL ASSISTANCE [Notice PIH 2015-21]

In 2005, Congress passed a law (for section 8 programs only) requiring certain student financial assistance be included in annual income. Previously, the full amount of student financial assistance was excluded. For some students, the full exclusion still applies.

Student Financial Assistance Included in Annual Income [24 CFR 5.609(b)(9) FR 4/10/06 ; Notice PIH 2015-21]

The regulation requiring the inclusion of certain student financial assistance applies only to students who satisfy all of the following conditions:

- They are enrolled in an institution of higher education, as defined under the Higher Education Act (HEA) of 1965.



- They are seeking or receiving Section 8 assistance on their own—that is, apart from their parents—through the HCV program, the Project-Based Voucher (PBV) program, or the moderate rehabilitation program.
- They are under 24 years of age **OR** they have no dependent children.

For students who satisfy these three (3) conditions, any financial assistance in excess of tuition, fees, and other required charges received:

(1) under the 1965 HEA,

(2) from a private source, or

(3) from an institution of higher education, as defined under the 1965 HEA, must be included in annual income.

To determine annual income in accordance with the above requirements, SNRHA will use the definitions of *dependent child*, *institution of higher education*, and *parents* in Section 3-II.E, along with the following definitions [FR 4/10/06, pp. 18148-18150]:

- *Assistance under the Higher Education Act of 1965* includes Pell Grants, Federal Supplement Educational Opportunity Grants, Academic Achievement Incentive Scholarships, State Assistance under the Leveraging Educational Assistance Partnership Program, the Robert G. Byrd Honors Scholarship Program, and Federal Work Study programs.
- *Assistance from private sources* means assistance from nongovernmental sources, including parents, guardians, and other persons not residing with the student in an HCV assisted unit.
- *Tuition and fees* are defined in the same manner in which the Department of Education defines *tuition and fees* [Notice PIH 2015-21.]
 - This is the amount of tuition and required fees covering a full academic year most frequently charged to students.
 - The amount represents what a typical student would be charged and may not be the same for all students at an institution.
 - If tuition is charged on a per-credit-hour basis, the average full-time credit hour load for an academic year is used to estimate average tuition.
 - Required fees include all fixed-sum charges required of a large proportion of all students. Examples include, but are not limited to, writing and science lab fees and fees specific to the student's major or program (i.e., nursing program.)
 - Expenses related to attending an institution of higher education must **not** be included as tuition. Examples include, but are not limited to, room and board, books, supplies, meal plans, transportation and parking, student health insurance plans, and other non-fixed-sum charges.

Student Financial Assistance Excluded from Annual Income [24 CFR 5.609(c)(6)]

Any student financial assistance not subject to inclusion under 24 CFR 5.609(b)(9) is fully excluded from annual income under 24 CFR 5.609(c)(6), whether it is paid directly to the student



or to the educational institution the student is attending. This includes any financial assistance received by:

- Students residing with parents who are seeking or receiving Section 8 assistance.
- Students who are enrolled in an educational institution that does **not** meet the 1965 HEA definition of *institution of higher education*.
- Students who are over 23 **AND** have at least one dependent child, as defined in Section 3-II.E.
- Students who are receiving financial assistance through a governmental program not authorized under the 1965 HEA.

5-I.N. ADDITIONAL EXCLUSIONS FROM ANNUAL INCOME

Other exclusions contained in 24 CFR 5.609(c) not been discussed earlier in this chapter include the following:

- Reimbursement of medical expenses [24 CFR 5.609(c)(4).]
- Amounts received by participants in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred and which are made solely to allow participation in a specific program [24 CFR 5.609(c)(8)(iii).]
- Amounts received by a person with a disability disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS) [(24 CFR 5.609(c)(8)(ii).]
- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era [24 CFR 5.609(c)(10).]
- Adoption assistance payments in excess of \$480 per adopted child [24 CFR 5.609(c)(12).]
- Refunds or rebates on property taxes paid on the dwelling unit [24 CFR 5.609(c)(15).]
- Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home [24 CFR 5.609(c)(16).]
- Amounts specifically excluded by any other federal statute [24 CFR 5.609(c)(17).] HUD publishes an updated list of these exclusions periodically. It includes:
 - (a) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b).)
 - (b) Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058.)
 - (c) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c).)
 - (d) Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e.)



- (e) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f))
- (f) Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b)) (Effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Act of 1998 (29 U.S.C. 2931.)
- (g) Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-04.)
- (h) The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408.)
- (i) Subject to the annual income inclusions for the HCV Program CFR 5.609(b) (9), the amount of scholarships funded under title IV of the Higher Education Act of 1965, including awards under the federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu.)
- (j) Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f))
- (k) Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent*-product liability litigation, M.D.L. No. 381 (E.D.N.Y.)
- (l) Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721.)
- (m) The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q.)
- (n) Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j.)
- (o) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L.95-433.)
- (p) Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d.)
- (q) Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran born with certain birth defects and children of certain Korean service veterans.(38 U.S.C. 1805.)
- (r) Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602.)



- (s) Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931.)
- (t) EID income exclusions as allowed within the regulations.
- (u) The Medicare incentive payments.
- (v) Kinship care payments.
- (w) Educational benefits through the Department of Veteran Affairs Vocational rehabilitation and employment division-Chapter 31 Program including books, tuition, supplies, and payments for Veterans.
- (x) Exclusion of Mandatory Education Fees from Income (per HUD's Final Rule dated March 8, 2016.)
- (y) Distributions from an Achieving a Better Life Experience (ABLE) account, and actual or imputed interest on the ABLE account balance

Subject to the additional income inclusion for the HCV program on annual income for students of higher education, the full amount of student financial assistance paid directly to the student or to the educational institution [24 CFR 5.609(c)(6),] except in accordance with Section 224 of the FY 2005 Appropriations Act, the portion of any athletic scholarship assistance available for housing costs must be included in annual income [PIH Notice 2005-16.]

SNRHA Policy

Regular financial support from parents or guardians to students for food, clothing personal items, and entertainment **is not** considered tuition and is included **in** annual income.

PART II: ADJUSTED INCOME

5-II.A. INTRODUCTION

Overview

HUD regulations require SNRHA to deduct from annual income any of five (5) mandatory deductions for which a family qualifies. The resulting amount is the family'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:

- (1) \$480 for each dependent;
- (2) \$400 for any elderly family or disabled family;
- (3) The sum of the following, to the extent the sum exceeds three percent of annual income:
 - (i) Unreimbursed medical expenses of any elderly family or disabled family;
 - (ii) Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed. This



deduction may not exceed the earned income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus; and

(4) Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education.

This part covers policies related to these mandatory deductions. Verification requirements related to these deductions are found in Chapter 6.

Anticipating Expenses

SNRHA Policy

Generally, SNRHA will use current circumstances to anticipate expenses. When possible, for costs expected to fluctuate during the year (e.g., child care during school and non-school periods and cyclical medical expenses,) SNRHA will estimate costs based on historic data and known future costs.

If a family has an accumulated debt for medical or disability assistance expenses, SNRHA will include (as an eligible expense) the portion of the debt the family expects to pay during the period the income determination is being made. However, amounts previously deducted will not be allowed even if the amounts were not paid as expected in a preceding period. SNRHA shall require the family to provide documentation of payments made in the preceding year.

5-II.B. DEPENDENT DEDUCTION

A deduction of \$480 is taken for each dependent [24 CFR 5.611(a)(1).] *Dependent* is defined as any family member other than the head, spouse, or co-head who is under the age of 18 or who is 18 or older and is a person with disabilities or a full-time student. Foster children, foster adults, and live-in aides are never considered dependents [24 CFR 5.603(b).]

5-II.C. ELDERLY OR DISABLED FAMILY DEDUCTION

A single deduction of \$400 is taken for any elderly or disabled family [24 CFR 5.611(a)(2)]. An *elderly family* is a family whose head, spouse, co-head, or sole member is 62 years of age or older, and a *disabled family* is a family whose head, spouse, co-head, or sole member is a person with disabilities [24 CFR 5.403.]

5-II.D. MEDICAL EXPENSES DEDUCTION [24 CFR 5.611(a)(3)(i)]

Unreimbursed medical expenses may be deducted to the extent that, in combination with any disability assistance expenses, they exceed three (3) percent of annual income.

The medical expense deduction is permitted only for families in which the head, spouse, or co-head is at least 62 or is a person with disabilities. If a family is eligible for a medical expense deduction, the medical expenses of all family members are counted [VG, p. 28].



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.”

SNRHA 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	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.	

MEDICAL EXPENSES [24 CFR 5.609(a) (2), 5.603]

SNRHA Policy

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

Nonprescription medicines must be doctor-recommended in order to be considered medical expenses.

Nonprescription medicines will be counted toward medical expenses for families who qualify (if the family furnishes legible receipts) and staff must attempt to get third party verification from a doctor or professional service provider.

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

5-II.E. DISABILITY ASSISTANCE EXPENSES DEDUCTION [24 CFR 5.603(b) and 24 CFR 5.611(a)(3)(ii)]

Reasonable expenses for attendant care and auxiliary apparatus for a disabled family member may be deducted if they:

- (1) are necessary to enable a family member 18 years or older to work,
- (2) are not paid to a family member or reimbursed by an outside source,



- (3) in combination with any medical expenses, exceed three percent of annual income, and
- (4) do not exceed the earned income received by the family member who is enabled to work.

Earned Income Limit on the Disability Assistance Expense Deduction

A family can qualify for the disability assistance expense deduction only if at least one (1) family member (who may be the person with disabilities) is enabled to work [24 CFR 5.603(b).]

The disability expense deduction is capped by the amount of “earned income received by family members who are 18 years of age or older and who are able to work” because of the expense [24 CFR 5.611(a)(3)(ii).] The earned income used for this purpose is the amount verified before any earned income disallowances or income exclusions are applied.

SNRHA Policy

The family must identify the family members enabled to work as a result of the disability assistance expenses. In evaluating the family’s request, SNRHA will consider factors such as:

- how the work schedule of the relevant family members relates to the hours of care provided,
- the time required for transportation,
- the relationship of the family members to the person with disabilities, and
- any special needs of the person with disabilities that might determine which family members are enabled to work.

When SNRHA determines the disability assistance expenses enable more than one (1) family member to work, the expenses will be capped by the sum of the family members’ incomes.

Eligible Disability Expenses

Examples of auxiliary apparatus are provided in the *HCV Guidebook* as follows: “Auxiliary apparatus are items such as wheelchairs, ramps, adaptations to vehicles, or special equipment to enable a blind person to read or type, but only if these items are directly related to permitting the disabled person or other family member to work” [HCV GB, p. 5-30.]

HUD advises PHAs to further define and describe auxiliary apparatus [VG, p. 30.]

Eligible Auxiliary Apparatus

SNRHA Policy

Expenses incurred for maintaining or repairing an auxiliary apparatus are eligible. In the case of an apparatus specially adapted to accommodate a person with disabilities (e.g., a vehicle or computer,) the cost to maintain the special adaptations (but not maintenance of the apparatus itself) is an eligible expense. The cost of service animals trained to give assistance to persons with disabilities, including the cost of acquiring the animal, veterinary care, food, grooming, and other continuing costs of care, will be included.



Eligible Attendant Care

The family determines the type of attendant care appropriate for the person with disabilities.

SNRHA Policy

Attendant care includes, but is not limited to, reasonable costs for home medical care, nursing services, in-home or center-based care services, interpreters for persons with hearing impairments, and readers for persons with visual disabilities.

Attendant care expenses will be included for the period the person enabled to work is employed plus reasonable transportation time. The cost of general housekeeping and personal services is not an eligible attendant care expense. However, if the person enabled to work is the person with disabilities, personal services necessary to enable the person with disabilities to work are eligible.

If the care attendant also provides other services to the family, SNRHA will prorate the cost and allow only that portion of the expenses attributable to attendant care which enables a family member to work. For example, if the care provider also cares for a child who is not the person with disabilities, the cost of care must be prorated. Unless otherwise specified by the care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

Payments to Family Members

No disability assistance expenses may be deducted for payments to a member of an assisted family [24 CFR 5.603(b).] However, expenses paid to a relative who is not a member of the assisted family may be deducted if they are not reimbursed by an outside source.

Necessary and Reasonable Expenses

The family determines the type of care or auxiliary apparatus to be provided and must describe how the expenses enable a family member to work. The family must certify the disability assistance expenses are necessary and are not paid or reimbursed by any other source.

SNRHA Policy

SNRHA determines the reasonableness of the expenses based on typical costs of care or apparatus in the locality. To establish typical costs, SNRHA will collect information from organizations that provide services and support to persons with disabilities. A family may present, and SNRHA will consider, the family's justification for costs that exceed typical costs in the area.

Families That Qualify for Both Medical and Disability Assistance Expenses

SNRHA Policy

This policy applies only to families in which the head or spouse is 62 or older or is a person with disabilities or when a family also includes a person with disabilities that qualifies for a disability expense.



When expenses anticipated by a family could be defined as either medical or disability assistance expenses, SNRHA will consider them medical expenses unless it is clear the expenses are incurred exclusively to enable a person with disabilities to work.

5-II.F. CHILD CARE EXPENSE DEDUCTION

HUD defines *child care expenses* at 24 CFR 5.603(b) as “amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.”

Clarifying the Meaning of *Child* for This Deduction

Child care expenses do not include child support payments made to another on behalf of a minor who is not living in an assisted family’s household [VG, p. 26.] However, child care expenses for foster children living in the assisted family’s household, are included when determining the family’s child care expenses [HCV GB, p. 5-29.]

Qualifying for the Deduction

Determining Who Is Enabled to Pursue an Eligible Activity

SNRHA Policy

The family must identify the family member(s) enabled to pursue an eligible activity. The term *eligible activity* in this section means any of the activities that may make the family eligible for a child care deduction (seeking work, pursuing an education, or being gainfully employed.)

In evaluating the family’s request, SNRHA will consider factors such as how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

Seeking Work

SNRHA Policy

If the child care expense being claimed is to enable a family member to seek employment, the family must provide evidence of the family member’s efforts to obtain employment at each reexamination. The deduction may be reduced or denied if the family member’s job search efforts are not commensurate with the child care expense being allowed by SNRHA.

To qualify for childcare deductions under the provision of actively seeking employment, the family member may be a participant in an official job search program or may simply demonstrate independent job search activities. In either case, in order to verify the time



spent in seeking employment, SNRHA will require the family to maintain a log that reflects the following:

The date and time of departure from home, (including time needed to drop off children for childcare, if provided outside the home;)

The name and location of the prospective employer, unemployment office or employment agency;

The name of the person(s) contacted and telephone number;

The length of time for completion of the application, the interview, testing or other job search activity;

The time the children are picked up and the time arrived at home;

The name, address, telephone number and social security number of the childcare provider; and

The total amount paid for the childcare.

If multiple applications or interviews are held consecutively or on the same day, the above information should be provided for each prospective employer or agency. SNRHA will use this information to verify the contacts and the eligibility of childcare expenses. Since job search activities may be irregular and not easily anticipated, SNRHA may attempt a limited inclusion at the annual certification and conduct an interim examination after some actual expenditures have been incurred. In many instances, job search periods will be of limited duration, but in some cases the job search period may be extended, especially if the type of employment sought is limited in availability, employment opportunities of any kind are scarce or the job skills needed are unusual.

Furthering Education

SNRHA Policy

If the child care expense being claimed is to enable a family member to further his or her education, the member must be enrolled in school (academic or vocational) or participating in a formal training program. The family member is not required to be a full-time student, but the time spent in educational activities must be commensurate with the child care claimed.

Being Gainfully Employed

SNRHA Policy

If the child care expense being claimed is to enable a family member to be gainfully employed, the family must provide evidence of the family member's employment during the time that child care is being provided. Gainful employment is any legal work activity (full- or part-time) for which a family member is compensated. Childcare will be capped by the amount of earned income of the individual that is freed to work. In the case of EID, the cap for the amount of earned income will be the amount after the EID is applied for the individual that is freed to work.



Earned Income Limit on Child Care Expense Deduction

When a family member looks for work or furthers his or her education, there is no cap on the amount deducted for child care – although the care must still be necessary and reasonable, as defined by SNRHA’s survey results. SNRHA shall not deduct unreasonable childcare expenses. However, when child care enables a family member to work, the deduction is capped by “the amount of employment income that is included in annual income” [24 CFR 5.603(b).]

The earned income used for this purpose is the amount of earned income verified after any earned income disallowances or income exclusions are applied.

When the person who is enabled to work is a person with disabilities who receives the earned income disallowance (EID) or a full-time student whose earned income above \$480 is excluded, child care costs related to enabling a family member to work may not exceed the portion of the person’s earned income actually included in annual income. For example, if a family member who qualifies for the EID makes \$15,000 but because of the EID only \$5,000 is included in annual income, child care expenses are limited to \$5,000.

SNRHA must not limit the deduction to the least expensive type of child care. If the care allows the family to pursue more than one (1) eligible activity, including work, the cap is calculated in proportion to the amount of time spent working [HCV GB, p. 5-30.]

SNRHA Policy

When the child care expense being claimed is to enable a family member to work, only one (1) family member’s income will be considered for a given period of time. When more than one (1) family member works during a given period, SNRHA generally will limit allowable child care expenses to the earned income of the lowest-paid member. The family may provide information supporting a request to designate another family member as the person enabled to work. However, the child care provider must be 18 years of age for the expense to be considered as eligible.

Eligible Child Care Expenses

The type of care to be provided is determined by the assisted family. SNRHA may not refuse to give a family the child care expense deduction because there is an adult family member in the household available to provide child care [VG, p. 26.]

Allowable Child Care Activities

SNRHA Policy

For school-age children, costs attributable to public or private school activities during standard school hours are not considered. Expenses incurred for supervised activities after school or during school holidays (e.g., summer day camp, after-school sports league) are allowable forms of child care.

The costs of general housekeeping and personal services are not eligible. Likewise, child care expenses paid to a family member who lives in the family’s unit are not eligible; however, payments for child care to relatives who do not live in the unit are eligible.

If a child care provider also renders other services to a family or child care is used to enable a family member to conduct activities not eligible for consideration, SNRHA will



prorate the costs and allow only that portion of the expenses attributable to child care for eligible activities. For example, if the care provider also cares for a child with disabilities who is 13 or older, the cost of care will be prorated. Unless otherwise specified by the child care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

Necessary and Reasonable Costs

Child care expenses will be considered necessary if:

- (1) a family adequately explains how the care enables a family member to work, actively seek employment, or further his or her education, and
- (2) the family certifies, and the child care provider verifies, the expenses are not paid or reimbursed by any other source.

SNRHA Policy

Child care expenses will be considered for the time required of the eligible activity plus reasonable transportation time. For child care that enables a family member to go to school, the time allowed may include not more than one (1) study hour for each hour spent in class.

Unreimbursed child care expenses for children under 13 may be deducted from annual income if they enable an adult to work or attend school full time, or to actively seek employment.

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

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

Child care to work: The maximum child care expense allowed must be less than the amount earned by the person enabled to work. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working, except as noted above.

Child care for school: The number of hours claimed for child care may not exceed the number of hours the family member is attending school, including reasonable travel time to and from school. Reasonable time shall be defined as a maximum of 1 hour each way.

Amount of Expense: To establish the reasonableness of child care costs, SNRHA will use the schedule of child care costs from the local welfare agency and survey local providers annually to determine reasonable expenses for child care. Families may present, and SNRHA will consider, justification for costs that exceed typical costs in the area.



PART III: CALCULATING FAMILY SHARE AND SNRHA SUBSIDY

5-III.A. OVERVIEW OF RENT AND SUBSIDY CALCULATIONS

Total Tenant Payment (TTP) Formula [24 CFR 5.628]

HUD regulations specify the formula for calculating the Total Tenant Payment (TTP) for an assisted family. TTP is the highest of the following amounts, rounded to the nearest dollar:

- 30 percent of the family's monthly adjusted income (adjusted income is defined in Part II)
- 10 percent of the family's monthly gross income (annual income, as defined in Part I, divided by 12)
- The welfare rent (in as-paid states only)
- A minimum rent between \$0 and \$50 established by SNRHA.

SNRHA has authority to suspend and exempt families from minimum rent when a financial hardship exists, as defined in section 5-III.B.

The amount a family pays for rent and utilities (the family share) will never be less than the family's TTP - but may be greater than the TTP depending on the rent charged for the unit the family selects.

Welfare Rent [24 CFR 5.628]

SNRHA Policy

Welfare rent does not apply in this locality.

Minimum Rent [24 CFR 5.630]

SNRHA Policy

The minimum rent for this locality is \$50.

Family Share [24 CFR 982.305(a)(5)]

If a family chooses a unit with a gross rent (rent to owner plus an allowance for participant-paid utilities) exceeding SNRHA's applicable payment standard:

- (1) the family will pay more than the TTP, and
- (2) at initial occupancy SNRHA may not approve the tenancy if it would require the family share to exceed 40 percent of the family's monthly adjusted income. The income used for this determination must have been verified no earlier than 60 calendar days before the family's voucher was issued. (For a discussion of the application of payment standards, see section 6-III.C.)

SNRHA Subsidy [24 CFR 982.505(b)]

SNRHA will pay a monthly housing assistance payment (HAP) for a family that is equal to the lower of:

- (1) the applicable payment standard for the family minus the family's TTP or



(2) the gross rent for the family’s unit minus the TTP. (For a discussion of the application of payment standards, see Section 5-III.C)

Utility Reimbursement [24 CFR 982.514(b); 982.514(c)]

When SNRHA subsidy for a family exceeds the rent to owner, the family is due a utility reimbursement. HUD permits SNRHA to pay the reimbursement to the family or directly to the utility provider.

SNRHA Policy

SNRHA will make utility reimbursements to the family.

According to HUD’s Final Rule dated March 8, 2016, entitled “Streamlining Administrative Regulations for Public Housing/Housing Choice Voucher Final Rule,” SNRHA may elect to establish policies regarding the frequency of Utility Reimbursement Payments (URP) for payments made to the family,

1. SNRHA will have the option of making URPs not less than each calendar-year quarter for reimbursements. In the event a family leaves the program in advance of its next quarterly reimbursement, SNRHA would be required to reimburse the family for a prorated share of the applicable reimbursement. PHAs exercising this option must have a hardship policy in place for participants.
2. If SNRHA elects to pay the utility supplier directly, SNRHA must notify the family of the amount paid to the utility supplier.

SNRHA Policy

SNRHA will make utility reimbursement payments directly to the family on a monthly basis.

5-III.B. FINANCIAL HARDSHIPS AFFECTING MINIMUM RENT [24 CFR 5.630]

Overview

If SNRHA establishes a minimum rent greater than zero, SNRHA must grant an exemption from the minimum rent if a family is unable to pay the minimum rent because of financial hardship.

The financial hardship exemption applies only to families required to pay the minimum rent. If a family’s TTP is higher than the minimum rent, the family is not eligible for a hardship exemption. If SNRHA determines a hardship exists, the family share is the highest of the remaining components of the family’s calculated TTP.

HUD-Defined Financial Hardship

Financial hardship includes the following situations:

- (1) The family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program. This includes a family member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996.



SNRHA Policy

A hardship will be considered to exist only if the loss of eligibility has an impact on the family's ability to pay the minimum rent.

For a family waiting for a determination of eligibility, the hardship period will end as of the first of the month following:

- (1) implementation of assistance, if approved, or
- (2) the decision to deny assistance.

A family whose request for assistance is denied may request a hardship exemption based upon one of the other allowable hardship circumstances.

- (2) The family would be evicted because it is unable to pay the minimum rent.

SNRHA Policy

For a family to qualify under this provision, the cause of the potential eviction must be the family's failure to pay rent to the owner or participant-paid utilities.

- (3) Family income has decreased because of changed family circumstances, including the loss of employment.
- (4) A death has occurred in the family.

SNRHA Policy

In order to qualify under this provision, a family must describe how the death has created a financial hardship (e.g., because of funeral-related expenses or the loss of the family member's income.)

- (5) The family has experienced other circumstances determined by SNRHA.

SNRHA Policy

SNRHA has not established any additional hardship criteria.

Implementation of Hardship – Exemption

Determination of Hardship

When a family requests a financial hardship exemption, SNRHA must suspend the minimum rent requirement beginning the first of the month following the family's request.

SNRHA then determines whether the financial hardship exists and whether the hardship is temporary or long-term.

SNRHA Policy

SNRHA defines temporary hardship as a hardship expected to last 90 calendar days or less. Long-term hardship is defined as a hardship expected to last more than 90 calendar days.

When the minimum rent is suspended, the family share reverts to the highest of the remaining components of the calculated TTP. The example below demonstrates the effect of the minimum rent exemption.



Example: Impact of Minimum Rent Exemption			
Assume the PHA has established a minimum rent of \$50.			
Family Share – No Hardship		Family Share – With Hardship	
\$0	30% of monthly adjusted income	\$0	30% of monthly adjusted income
\$15	10% of monthly gross income	\$15	10% of monthly gross income
N/A	Welfare rent	N/A	Welfare rent
\$50	Minimum rent	\$50	Minimum rent
Minimum rent applies.		Hardship exemption granted.	
TTP = \$50		TTP = \$15	

SNRHA Policy

To qualify for a hardship exemption, a family must submit a request for a hardship exemption in writing. The request must explain the nature of the hardship and how the hardship has affected the family’s ability to pay the minimum rent.

SNRHA will make the determination of hardship within 30 calendar days.

No Financial Hardship

If SNRHA determines there is no financial hardship, SNRHA will reinstate the minimum rent and require the family to repay the amounts suspended.

SNRHA Policy

SNRHA will require the family to repay the suspended amount within 30 calendar days of SNRHA’s notice that a hardship exemption has not been granted.

Temporary Hardship

If SNRHA determines a qualifying financial hardship is temporary, SNRHA must suspend the minimum rent for the 90 calendar day period beginning the first of the month following the date of the family’s request for a hardship exemption.

At the end of the 90 calendar day suspension period, the family must resume payment of the minimum rent and must repay SNRHA the amounts suspended. HUD requires SNRHA to offer a reasonable repayment agreement, on terms and conditions established by SNRHA. SNRHA also may determine that circumstances have changed and the hardship is now a long-term hardship.

SNRHA Policy

SNRHA will enter into a repayment agreement in accordance with the procedures found in Chapter 14 of this plan.

Long-Term Hardship

If SNRHA determines the financial hardship is long-term, SNRHA must exempt the family from the minimum rent requirement for so long as the hardship continues. The exemption will apply from the first of the month following the family’s request until the end of the qualifying



hardship. When the financial hardship has been determined to be long-term, the family is not required to repay the minimum rent.

SNRHA Policy

The hardship period ends when any of the following circumstances apply:

- (1) At an interim or annual reexamination, the family's calculated TTP is greater than the minimum rent.
- (2) For hardship conditions based on loss of income, the hardship condition will continue to be recognized until new sources of income are received that are at least equal to the amount lost. For example, if a hardship is approved because a family no longer receives a \$60/month child support payment, the hardship will continue to exist until the family receives at least \$60/month in income from another source or once again begins to receive the child support.

5-III.C. APPLYING PAYMENT STANDARDS [24 CFR 982.505; 982.503(b)]

Overview

SNRHA's schedule of payment standards is used to calculate housing assistance payments for HCV families. This section covers the application of SNRHA's payment standards. The establishment and revision of SNRHA's payment standard schedule are covered in Chapter 16.

Payment standard is defined as "the maximum monthly assistance payment for a family assisted in the voucher program (before deducting the total tenant payment by the family)" [24 CFR 982.4(b)].

The payment standard for a family is the lower of

- (1) the payment standard for the family unit size, which is defined as the appropriate number of bedrooms for the family under SNRHA's subsidy standards [24 CFR 982.4(b)], or
- (2) the payment standard for the size of the dwelling unit rented by the family.

If SNRHA has established an exception payment standard for a designated part of an FMR area and a family's unit is located in the exception area, SNRHA must use the appropriate payment standard for the exception area.

SNRHA is required to pay a monthly housing assistance payment (HAP) for a family that is the lower of

- (1) the payment standard for the family minus the family's TTP or
- (2) the gross rent for the family's unit minus the TTP.

If during the term of the HAP contract for a family's unit, the owner lowers the rent, SNRHA will recalculate the HAP using the lower of the initial payment standard or the gross rent for the unit [HCV GB, p. 7-8.]

Changes in Payment Standards

When SNRHA revises its payment standards during the term of the HAP contract for a family's unit, it will apply the new payment standards in accordance with HUD regulations.



Decreases

If the amount on the payment standard schedule is decreased during the term of the HAP contract, the lower payment standard generally will be used beginning at the effective date of the family's second regular reexamination following the effective date of the decrease in the payment standard. SNRHA will determine the payment standard for the family as follows:

Step 1: At the first regular reexamination following the decrease in the payment standard, SNRHA will determine the payment standard for the family using the lower of the payment standard for the family unit size or the size of the dwelling unit rented by the family.

Step 2: SNRHA will compare the payment standard from Step 1 to the payment standard last used to calculate the monthly housing assistance payment for the family. The payment standard used by SNRHA at the first regular reexamination following the decrease in the payment standard will be the higher of these two (2) payment standards. SNRHA will advise the family that the application of the lower payment standard will be deferred until the second regular reexamination following the effective date of the decrease in the payment standard.

Step 3: At the second regular reexamination following the decrease in the payment standard, the lower payment standard will be used to calculate the monthly housing assistance payment for the family unless SNRHA has subsequently increased the payment standard, in which case the payment standard will be determined in accordance with procedures for increases in payment standards described below.

Increases

If the payment standard is increased during the term of the HAP contract, the increased payment standard will be used to calculate the monthly housing assistance payment for the family beginning on the effective date of the family's first regular reexamination on or after the effective date of the increase in the payment standard.

Families requiring or requesting interim reexaminations will not have their HAP payments calculated using the higher payment standard until their next annual reexamination [HCV GB, p. 7-8.]

Changes in Family Unit Size

Irrespective of any increase or decrease in the payment standard, if the family unit size increases or decreases during the HAP contract term, the new family unit size must be used to determine the payment standard for the family beginning at the family's first regular reexamination following the change in family unit size.

Reasonable Accommodation

If a family requires a higher payment standard as a reasonable accommodation for a family member who is a person with disabilities, SNRHA is allowed to establish a higher payment standard for the family of not more than 120 percent of the published FMR. Over the basic range, SNRHA will seek HUD's approval.



5-III.D. APPLYING UTILITY ALLOWANCES [24 CFR 982.517]

Overview

SNRHA established utility allowance schedule is used in determining the family's share and SNRHA subsidy. SNRHA must use the appropriate utility allowance for the size of dwelling unit actually leased by a family rather than the voucher unit size for which the family qualifies using SNRHA subsidy standards.

Reasonable Accommodation

HCV program regulations require SNRHA to approve a utility allowance amount higher than shown on SNRHA's schedule if a higher allowance is needed as a reasonable accommodation for a family member with a disability. For example, if a family member with a disability requires such an accommodation, SNRHA will approve an allowance for air-conditioning, even if SNRHA has determined an allowance for air-conditioning generally is not needed.

The family must request the higher allowance and provide SNRHA with an explanation of the need for the reasonable accommodation and information about the amount of additional allowance required [HCV GB, p. 18-8.]

Utility Allowance Revisions

At reexamination, SNRHA must use SNRHA current utility allowance schedule [HCV GB p. 18-8.]

SNRHA Policy

Revised utility allowances will be applied to a family's rent and subsidy calculations at the first annual reexamination that is effective after the allowance is adopted.

5-III.E. PRORATED ASSISTANCE FOR MIXED FAMILIES [24 CFR 5.520]

HUD regulations prohibit assistance to ineligible family members. A *mixed family* includes at least one (1) U.S. citizen or eligible immigrant and any number of ineligible family members. SNRHA must prorate the assistance provided to a mixed family. SNRHA will first determine assistance as if all family members were eligible and then prorate the assistance based upon the percentage of family members that actually are eligible. For example, if SNRHA subsidy for a family is calculated at \$500 and two (2) of four (4) family members are ineligible, SNRHA subsidy would be reduced to \$250.

* * * Exhibit 5-1... See Next Page



EXHIBIT 5-1: ANNUAL INCOME INCLUSIONS [24 CFR 5.609]

(a) Annual income means all amounts, monetary or not, which:

- (1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or
- (2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- (3) Which are not specifically excluded in paragraph (c) of this section.
- (4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

(b) Annual income includes, but is not limited to:

- (1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- (2) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
- (3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in

paragraph (b) (2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;

(4) The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this section);

(5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (c)(3) of this section);

(6) Welfare assistance payments.

(i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:

(A) Qualify as assistance under the TANF program definition at 45 CFR 260.31¹; and

(B) Are not otherwise excluded under paragraph (c) of this section.

(ii) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the

¹ Text of 45 CFR 260.31 follows.



amount of welfare assistance income to be included as income shall consist of:

(A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

(B) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

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

(8) All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c)(7) of this section)

(9) For section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.

HHS DEFINITION OF "ASSISTANCE"

45 CFR: GENERAL TEMPORARY ASSISTANCE FOR NEEDY FAMILIES

260.31 What does the term "assistance" mean?

(a)(1) The term "assistance" includes cash, payments, vouchers, and other forms of benefits designed to meet a family's ongoing basic needs (i.e., for food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses).

(2) It includes such benefits even when they are:

(i) Provided in the form of payments by a TANF agency, or other agency on its behalf, to individual recipients; and

(ii) Conditioned on participation in work experience or community service (or any other work activity under 261.30 of this chapter).

(3) Except where excluded under paragraph (b) of this section, it also includes supportive services such as transportation and child care provided to families who are not employed.

(b) [The definition of "assistance"] excludes: (1) Non-recurrent, short-term benefits that:

(i) Are designed to deal with a specific crisis situation or episode of need;

(ii) Are not intended to meet recurrent or ongoing needs; and

(iii) Will not extend beyond four months.

(2) Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);

(3) Supportive services such as child care and transportation provided to families who are employed;

(4) Refundable earned income tax credits;

(5) Contributions to, and distributions from, Individual Development Accounts;



(6) Services such as counseling, case management, peer support, child care information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support; and

(7) Transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of [the Social Security] Act, to an individual who is not otherwise receiving assistance.

(8) Income received under provisions of 38 U.S.C. 1805 to a child suffering from Spina Bifida who is a child of a Vietnam veteran.

(9) Amounts received under the School Lunch Act and the Child Nutrition Act of 1966 (42 U.S.C 1780(b), including reduced-price

lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC).

(10) Payments received by members of the Seneca Nation under the Seneca Nation Settlement Act of 1990.

(11) Payments from any deferred Department of Veteran Affairs disability benefits that are received in a lump-sum amount or in prospectively monthly amounts.

(12) Amounts received by or on behalf of a veteran for service-connected disability, death, dependency, or indemnity compensation if the recipient is assisted under a program authorized by the Native American Housing Assistance and Self-Determination Act of 1996.

* * * Exhibit 5-2... See Next Page



EXHIBIT 5-2: ANNUAL INCOME EXCLUSIONS

24 CFR 5.609

(c) Annual income does not include the following:

- (1) Income from employment of children (including foster children) under the age of 18 years;
- (2) Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the participant family, who are unable to live alone);
- (3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (b)(5) of this section);
- (4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- (5) Income of a live-in aide, as defined in Sec. 5.403;
- (6) Subject to paragraph (b)(9) of this section, the full amount of student financial assistance paid directly to the student or to the educational institution;
- (7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- (8) (i) Amounts received under training programs funded by HUD;

(ii) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

(iii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

(iv) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;

(v) Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;



- (9) Temporary, nonrecurring or sporadic income (including gifts);
- (10) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- (11) Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
- (12) Adoption assistance payments in excess of \$480 per adopted child;
- (13) [Reserved]
- (14) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or prospective monthly amounts.
- (15) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
- (16) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
- (17) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the Federal Register and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary. [See the following

chart for a list of benefits that qualify for this exclusion.]

Sources of Income Excluded by Federal Statute from Consideration as Income for Purposes of Determining Eligibility or Benefits
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- a) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b));
- b) Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058);
- c) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));
- d) Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
- e) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
- f) Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b); (effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931);
- g) Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub.L- 94-540, 90 Stat. 2503-04);
- h) The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted



lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408);

i) Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);

For the HCV program, the exception found in 327 of Public Law 109-115 applies and requires that the amount of financial assistance in excess of tuition shall be considered as income in accordance with the provisions codified at 24 CFR 5.609 (b)(9), except for those persons with disabilities as defined by 42 USC 1437 (b)(E).

j) Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f));

k) Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent-product liability litigation*, M.D.L. No. 381 (E.D.N.Y.);

l) Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);

m) The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);

n) Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j));

o) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);

p) Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));

q) Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran born with certain birth defects, and to children of certain Korean service veterans. (38 U.S.C. 1805);

r) Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602); and

s) Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).

t) Amounts specially executed by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusion set forth in 24 CFR 5.609 (c) apply.

* * * Exhibit 5-3... See Next Page



EXHIBIT 5-3: TREATMENT OF FAMILY ASSETS

24 CFR 5.603(b) Net Family Assets

(1) Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

(2) In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income under Sec. 5.609.

(3) In determining net family assets, PHAs or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or participant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or participant receives important consideration not measurable in dollar terms.

(4) For purposes of determining annual income under Sec. 5.609, the term "net family assets" does not include the value of a home currently being purchased with assistance under part 982, subpart M of this title. This exclusion is limited to the first 10 years after the purchase date of the home.

* * * Exhibit 5-4... See Next Page



EXHIBIT 5-4: EARNED INCOME DISALLOWANCE FOR PERSONS WITH DISABILITIES

24 CFR 5.617 Self-sufficiency incentives for persons with disabilities—Disallowance of increase in annual income.

(a) *Applicable programs.* The disallowance of increase in annual income provided by this section is applicable only to the following programs: HOME Investment Partnerships Program (24 CFR part 92); Housing Opportunities for Persons with AIDS (24 CFR part 574); Supportive Housing Program (24 CFR part 583); and the Housing Choice Voucher Program (24 CFR part 982).

(b) *Definitions.* The following definitions apply for purposes of this section.

Baseline income. The annual income immediately prior to implementation of the disallowance described in paragraph (c)(1) of this section of a person with disabilities (who is a member of a qualified family.)

Disallowance. Exclusion from annual income.

Previously unemployed includes a person with disabilities who has earned, in the twelve months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

Qualified family. A family residing in housing assisted under one of the programs listed in paragraph (a) of this section or receiving tenant-based rental assistance under one of the programs listed in paragraph (a) of this section.

(1) Whose annual income increases as a result of employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment;

(2) Whose annual income increases as a result of increased earnings by a family member who is a person with disabilities during

participation in any economic self-sufficiency or other job training program; or

(3) Whose annual income increases, as a result of new employment or increased earnings of a family member who is a person with disabilities, during or within six months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the responsible entity in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work (WTW) programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance-- provided that the total amount over a six-month period is at least \$500.

(c) *Disallowance of increase in annual income—*

(1) Initial twelve month exclusion. During the 12-month period beginning on the date a member who is a person with disabilities of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the responsible entity must exclude from annual income (as defined in the regulations governing the applicable program listed in paragraph (a) of this section) of a qualified family any increase in income of the family member who is a person with disabilities as a result of employment over prior income of that family member.



(2) Second twelve month exclusion and phase-in. Upon expiration of the 12-month period defined in paragraph (c)(1) of this section and for the subsequent 12-month period, the responsible entity must exclude from annual income of a qualified family at least 50 percent of any increase in income of such family member as a result of employment over the family member's baseline income.

(3) *Maximum 2-year disallowance.* The disallowance of increased income of an individual family member who is a person with disabilities as provided in paragraph (c)(1) or (c)(2) of this section is limited to a lifetime 24-month period. The disallowance applies for a maximum of 12 months for disallowance under paragraph (c)(1) of this section and a maximum of 12 months for disallowance under paragraph (c)(2) of this section, during the 24-month period starting from the initial exclusion under paragraph (c)(1) of this section.

(4) *Effect of changes on currently participating families.* Families eligible for and participating in the disallowance of earned income under this section prior to *May 9, 2016* will continue to be governed by this section in effect as it existed immediately prior to that date (see 24 CFR parts 0 to 199, revised as of April 1, 2016).

(d) *Inapplicability to admission.* The disallowance of increases in income as a result of employment of persons with disabilities under this section does not apply for purposes of admission to the program (including the determination of income eligibility or any income targeting that may be applicable).

* * * Exhibit 5-5... See Next Page



EXHIBIT 5-5: THE EFFECT OF WELFARE BENEFIT REDUCTION

24 CFR 5.615

Public housing program and Section 8 tenant-based assistance program: How welfare benefit reduction affects family income.

(a) *Applicability.* This section applies to covered families who reside in public housing (part 960 of this title) or receive Section 8 tenant-based assistance (part 982 of this title).

(b) *Definitions.* The following definitions apply for purposes of this section: *Covered families.* Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

Economic self-sufficiency program. See definition at Sec. 5.603.

Imputed welfare income. The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

Specified welfare benefit reduction.

(1) A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

(2) "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:

(i) at expiration of a lifetime or other time limit on the payment of welfare benefits;

(ii) because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or

(iii) because a family member has not complied with other welfare agency requirements.

(c) *Imputed welfare income.*

(1) A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to the PHA by the welfare agency), plus the total amount of other annual income as determined in accordance with Sec. 5.609.

(2) At the request of the PHA, the welfare agency will inform the PHA in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the PHA of any subsequent changes in the term or amount of such specified welfare benefit reduction. The PHA will use this information to determine the amount of imputed welfare income for a family.

(3) A family's annual income includes imputed welfare income in family annual income, as determined at the PHA's interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to the PHA by the welfare agency).



(4) The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed

(5) The PHA may not include imputed welfare income in annual income if the family was not an assisted resident at the time of sanction.

(d) Review of PHA decision.

(1) Public housing. If a public housing resident claims that the PHA has not correctly calculated the amount of imputed welfare income in accordance with HUD requirements, and if the PHA denies the family's request to modify such amount, the PHA shall give the resident written notice of such denial, with a brief explanation of the basis for the PHA determination of the amount of imputed welfare income. The PHA notice shall also state that if the resident does not agree with the PHA determination, the resident may request a grievance hearing in accordance with part 966, subpart B of this title to review the PHA determination. The resident is not required to pay an escrow deposit pursuant to Sec. 966.55(e) for the portion of resident rent attributable to the imputed welfare income in order to obtain a grievance hearing on the PHA determination.

(2) Section 8 participant. A participant in the Section 8 tenant-based assistance program may request an informal hearing, in accordance with Sec. 982.555 of this title, to review the PHA determination of the amount of imputed welfare income that must be included in the family's annual income in accordance with this section. If the family claims that such amount is not correctly calculated in accordance with HUD requirements, and if the PHA denies the family's request to modify such amount, the PHA shall give the family written notice of such denial, with a brief explanation of the basis for the PHA

determination of the amount of imputed welfare income. Such notice shall also state that if the family does not agree with the PHA determination, the family may request an informal hearing on the determination under the PHA hearing procedure.

(e) PHA relation with welfare agency.

(1) The PHA must ask welfare agencies to inform the PHA of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the PHA written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.

(2) The PHA is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the PHA. However, the PHA is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.

(3) Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The PHA shall be entitled to rely on the welfare agency notice to the PHA of the welfare agency's determination of a specified welfare benefits reduction.



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Chapter 6

VERIFICATION

[24 CFR 982.516, 24 CFR 982.551, 24 CFR 5.230, and Notice PIH 2018-18]

INTRODUCTION

SNRHA must verify all information used to establish the family's eligibility and level of assistance and is required to obtain the family's consent to collect the information. Applicants and program participants must cooperate with the verification process as a condition of receiving assistance. SNRHA must not pass on the cost of verification to the family.

SNRHA will follow the verification guidance provided by HUD in PIH Notice 2018-18, Verification Guidance and any subsequent guidance issued by HUD. This chapter summarizes those requirements and provides supplementary SNRHA policies.

Part I describes the general verification process. More detailed requirements related to individual factors are provided in subsequent parts including family information (Part II), income and assets (Part III), and mandatory deductions (Part IV.)

Verification policies, rules, and procedures will be modified as needed to accommodate persons with disabilities. All information obtained through the verification process will be handled in accordance with the records management policies of SNRHA.

PART I: GENERAL VERIFICATION REQUIREMENTS

6-I.A. FAMILY CONSENT TO RELEASE OF INFORMATION [24 CFR 982.516 AND 982.551, 24 CFR 5.230]

The family must supply any information SNRHA or HUD determines is necessary to the administration of the program and must consent to SNRHA verification of that information [24 CFR 982.551.]

Consent Forms

It is required that all adult applicants and participants sign form HUD-9886, Authorization for Release of Information. The purpose of form HUD-9886 is to facilitate automated data collection and computer matching from specific sources and provides the family's consent only for the specific purposes listed on the form. HUD and SNRHA may collect information from State Wage Information Collection Agencies (SWICAs) and current and former employers of adult family members. Only HUD is authorized to collect information directly from the Internal Revenue Service (IRS) and the Social Security Administration (SSA.) Adult family members must sign other consent forms as needed to collect information relevant to the family's eligibility and level of assistance.

Penalties for Failing to Consent [24 CFR 5.232]

If any family member who is required to sign a consent form fails to do so, SNRHA will deny admission to applicants and terminate assistance of participants. The family may request an informal review (applicants) or informal hearing (participants) in accordance with SNRHA procedures.



6-I.B. OVERVIEW OF VERIFICATION REQUIREMENTS

HUD's Verification Hierarchy [Notice PIH 2018-18]

HUD authorizes SNRHA to use six (6) methods to verify family information and specifies the circumstances in which each method will be used. In general HUD requires SNRHA to use the most reliable form of verification available and to document the reasons when SNRHA uses a lesser form of verification.

SNRHA Policy

Upfront Income Verification (UIV): The verification of income at admission or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals. HUD's **Enterprise Income Verification System (EIV)** is considered to be this method. This is currently not available for applicants.

SNRHA shall not verify income in accordance with the following Verification Hierarchy for fully excluded income such as Supplemental Nutrition Assistance Program (SNAP) benefits formerly known as food stamps. Document on file narratives shall not be required for fully excluded incomes to state why third party verification was not received (PIH Notice-2013-4). Additionally, SNRHA shall not enter this income on section 7 of the HUD form 50058. SNRHA shall accept the participant's self-certification on the reexamination application of fully excluded income. SNRHA has the option of requiring additional verification, as needed.

SNRHA shall not follow the Verification Hierarchy below when completing annuals reexaminations for elderly or disabled families on "fixed" non-wage income.

SNRHA shall simplify the requirements associated with determining the annual income of participants on "fixed income- non-wage" when 100% of the family's income consists fixed income. SNRHA has opted to conduct streamlined reexaminations by recalculating of the family's income by applying any published cost of living adjustments to the previously verified income amount in compliance with PIH Notice 2013-03.

For the purpose of this policy, as noted in PIH 2013-03, fixed income includes income from:

1. Social Security payments including SSI and SSDI
2. Federal, State, local and private pensions plans; and
3. Other periodic payments from annuities, insurance policies, retirement funds, disability or death benefits, and other similar types of periodic receipts that are of substantially the same amount from year to year.

The Verification Hierarchy. SNRHA shall begin with the highest level of verification techniques, except as noted in 6.I.B. PHAs are required to access the EIV system and obtain an Income Report for each household. SNRHA shall maintain the Income Report in the participant's file along with the form HUD-50058 and other supporting documentation to support income and rent determinations for all mandatory annual reexaminations of family income and composition.



If the Income Report does not contain any employment and income information for the family, SNRHA shall attempt the next lower level verification technique, as noted in the below:

Level	Verification Technique	Ranking
6	Upfront Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system(not available for income verifications of applicants)	Highest (Mandatory)
5	Upfront Income Verification (UIV) using non-HUD system	Highest (Optional)
4	Written third Party Verification	High (Mandatory to supplement EIV-reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory when participant disputes EIV reported employment and income information and is unable to provide acceptable documentation to support dispute)
3	Written Third Party Verification Form	Medium-Low (Mandatory if written third party verification documents are not available or rejected by the PHA; and when the applicant or participant is unable to provide acceptable documentation)
2	Oral Third Party Verification	Low (Mandatory if written third party verification is not available)
1	Participant Declaration	Low (Use as a last resort when unable to obtain any type of third party verification)



Verification Technique Definitions

Third Party Verification Techniques

Upfront Income Verification (UIV) (Level 6/5): The verification of income before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a number of individuals. It should be noted the EIV system is available to all PHAs as a UIV technique. PHAs are encouraged to continue using other non-HUD UIV tools, such as The Work Number (an automated verification system) and state government databases, to validate participant-reported income.

Written Third Party Verification (Level 4): An original or authentic document generated by a third party source dated either within the 60 calendar day period preceding the reexamination or PHA request date. Such documentation may be in the possession of the participant (or applicant,) and is commonly referred to as participant-provided documents. It is the Department's position that such participant-provided documents are written third party verification since these documents originated from a third party source. SNRHA may, at its discretion, reject any participant-provided documents and follow up directly with the source to obtain necessary verification of information.

Examples of acceptable participant-provided documentation (generated by a third party source) include, but are not limited to: pay stubs, payroll summary report, and employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices. Current acceptable participant-provided documents must be used for income and rent determinations.

SNRHA shall require four (4) current and consecutive pay stubs for determining annual income for wages. For new income sources or if there is a decrease in earned income, SNRHA will require the last two (2) or more current and consecutive pay stubs or a new hire/updated letter with date of hire, wages, and hours. SNRHA should project income based on the information from a traditional written third party verification form or the best available information.

Note: Documents older than 60 calendar days (from SNRHA's interview/determination or request date) is acceptable for confirming effective dates of income.

Written Third Party Verification Form (Level 3): Also, known as traditional third party verification. A standardized form to collect information from a third party source. The form is completed by the third party by hand (in writing or typeset). SNRHA shall send the form directly to the third party source by mail, fax, or email.

It is the Department's position that the administrative burden and risk associated with use of the traditional third party verification form may be reduced by PHAs relying on acceptable documents generated by a third party, but in the possession of and provided by the



participant (or applicant.) Many documents in the possession of the participant are derived from third party sources (i.e. employers, federal, state and/or local agencies, banks, etc.)

The Department recognizes third party verification request forms sent to third party sources often are not returned. In other instances, the person who completes the verification form may provide incomplete information; or some participants may collude with the third party source to provide false information; or the participant intercepts the form and provides false information.

The Department requires PHAs to rely on documents that originate from a third party source's computerized system and/or database, as this process reduces the likelihood of incorrect or falsified information being provided on the third party verification request form. The use of acceptable participant-provided documents, which originate from a third party source, will improve the integrity of information used to determine a family's income and rent and ultimately reduce improper subsidy payments. This verification process will also streamline the income verification process.

Oral Third Party Verification (Level 2): Independent verification of information by contacting the individual income/expense source(s), as identified through the UIV technique or identified by the family, via telephone or in-person visit. SNRHA staff shall document in the participant file, the date and time of the telephone call (or visit to the third party,) the name of the person contacted and telephone number, along with the confirmed information.

This verification method is commonly used in the event that the independent source does not respond to the PHA's faxed, mailed, or e- mailed request for information in a reasonable time frame, i.e., ten (10) business days.

Non-Third Party Verification Technique - Participant Declaration (Level 1): The participants submits an affidavit or notarized statement of reported income and/or expenses to SNRHA. This verification method should be used as a last resort when SNRHA has not been successful in obtaining information via all other verification techniques. When SNRHA relies on participant declaration, SNRHA must document in the participant file why third party verification was not available.

Exceptions to Third Party Verification Requirements

HUD is aware in some situations, third party verification is not available for a variety of reasons. Oftentimes, the PHA may have made numerous attempts to obtain the required verifications with no success or it may not be cost effective to obtain third party verification of income, assets, or expenses, when the impact on total tenant payment is minimal. In these cases, the PHA is **required to document in the family file the reason(s) why third party verification was not available.**

The exception to third party verification can be found at 24 CFR §960.259(c)(1) and §982.516(a)(2), which states, "The PHA must obtain and document in the family file third party verification of the following factors, **or must document in the file why third party verification was not available.**"



Third Party Verification Requirements. In accordance with 24 CFR §960.259(c)(1) and 24 CFR §982.516(a)(2) for the Public Housing and the HCV programs, respectively, the PHA must obtain and document in the participant file third party verification of the following factors, or must document in the participant file why third party verification was not available: (i) reported family annual income; (ii) the value of assets; (iii) expenses related to deductions from annual income; and (iv) other factors affecting the determination of adjusted income.

How to comply with and reduce administrative burden of third party verification requirements of family annual income. PHAs can comply with and reduce administrative burden of third party verification requirements for employment, wage, and unemployment compensation and social security benefits and any other information that is verifiable using EIV by:

- a. Reviewing the EIV Income Report and Income Validation Tool (IVT) to confirm/validate participant-reported income;
and;
- b. Printing and maintaining an EIV Income Report (or an EIV Individual Control Number (ICN) page for interim reexaminations as prescribed in Section 12 of this Notice) in the participant file;
and;
- c. Obtaining current acceptable participant-provided documentation to supplement EIV information;
and;
- d. Using current participant-provided documentation and/or third party verification to calculate annual income.

Note: Social Security benefit information in EIV is updated every three (3) months. If the participant agrees with the EIV-reported benefit information, PHAs do not need to obtain or request a benefit verification letter from the participant. See PIH Notice 2010-03 for guidance on verifying Social Security benefit income through the EIV system.

The PHA may also reduce the administrative burden of obtaining third party verification by relying on acceptable documents generated by a third party, but provided by the participant. Many documents in the possession of the participant are derived from third party sources (i.e. employers, federal, state and/or local agencies, banks, etc.).

When the PHA is required to request written third party verification. The PHA must request written third party verification under the following circumstances:

- a. When the participant disputes the EIV information and is unable to provide acceptable documentation to support his/her dispute (24 CFR §5.236(b));
- b. When the PHA requires additional information not available in EIV and /or the participant is unable to provide the PHA with current acceptable participant-provided documentation. Examples of additional information, includes but is not limited to:
 - i. Effective dates of income (i.e. employment, unemployment compensation, or social security benefits)



- ii. For new employment: pay rate, number of hours worked per week, pay frequency, etc.
- iii. Confirmation of change in circumstances (i.e. reduced hours, reduced rate of pay, temporary leave of absence, etc.)

Note: 24 CFR §5.236(a), prohibits PHAs from taking adverse action based solely on EIV

Requirements for Acceptable Documents

SNRHA Policy

Any documents used for verification may be the original (or photocopies) and generally must be dated within 60 calendar days of the date they are provided to SNRHA. The documents must not be damaged, altered or in any way illegible. All participant supplied documents should be dated no more than 60 calendar days before the effective date of the family's reexamination or SNRHA's request date, if the document represents the most recent scheduled report from a source. For example, if the holder of a pension annuity provides semi-annual reports, SNRHA would accept the most recent report.

Print-outs from web pages are considered original documents.

Pay stubs which must be current and consecutive when used with EIV and must not be older than 60 calendar days from the request date or 60 calendar days prior to the annual recertification effective date. Four (4) consecutive pay stubs will be required when using EIV for annuals and two (2) for new hire verifications.

Examples of acceptable participant-provided documentation (generated by a third party source) include, but are not limited to: pay stubs, payroll summary reports, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices, bank statements, and local agencies' employer letter/notices. Current acceptable participant-provided documents must be used for income and rent determinations. SNRHA is required to obtain a minimum of four (4) consecutive pay stubs for determining annual income from wages. For new income sources or when two (2) pay stubs are not available, the PHA should project income based on the information from a traditional written third party verification form or the best available information.

Note: Documents older than 60 calendar days (from the date SNRHA interview/ determination or request date) is acceptable for confirming effective dates of income.

- SNRHA staff member who views the original document must make a photocopy.
- Any family self-certifications must be made in a format acceptable to SNRHA. .

File Documentation

SNRHA must document in the file how the figures used in income and rent calculations were determined. All verification attempts, information obtained, and decisions reached during the verification process will be recorded in the family's file in sufficient detail to demonstrate SNRHA has followed all of the verification policies set forth in this plan. The record should be sufficient to enable a staff member or HUD reviewer to understand the process followed and conclusions reached.

SNRHA Policy

SNRHA will document, in the family file, the following:



- Reported family annual income;
- Value of assets;
- Expenses related to deductions from annual income;
- Other factors influencing the adjusted income or income-based rent determination.

When SNRHA is unable to obtain 3rd party verification, SNRHA will document in the family file the reason third-party verification was not available (including oral verification attempt) and will place a photocopy of any original document(s) in the family file. [24 CFR 982.516(a)(2); PIH Notice 2018-18.]

6-I.C. UP-FRONT INCOME VERIFICATION (UIV)

HUD strongly recommends the use of up-front income verification (UIV.) UIV is “the verification of income, before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals” [VG, p. 7]. UIV includes the HUD EIV system and other upfront verification tools such as the Work Number.

HUD allows SNRHA to use the EIV information in conjunction with family-provided documents to anticipate income.

SNRHA Policy

SNRHA will inform all applicants and participants of its use of the following UIV resources during the admission and reexamination process:

HUD’s Enterprise Income Verification System (EIV)

SNRHA must restrict access to and safeguard UIV data in accordance with HUD guidance on security procedures, as issued and made available by HUD.

There may be legitimate differences between the information provided by the family and EIV-generated information. No adverse action can be taken against a family until SNRHA has independently verified the EIV information and the family has been granted an opportunity to contest any adverse findings through the informal review/hearing process of SNRHA.

Use of HUD’s Enterprise Income Verification (EIV) System

HUD’s EIV system contains data showing earned income, unemployment benefits, Social Security and SSI benefits for participant families. HUD requires SNRHA to use the EIV system when available. The following policies will apply when SNRHA has access to HUD’s EIV system.

The EIV system contains two (2) main components: participant income data reports and “exceeds threshold” reports.

Tenant Income Data (TID) Reports (EIV)

The data shown on TID reports is updated quarterly. Data may be between three (3) and six (6) months old at the time reports are generated.

SNRHA Policy



SNRHA will obtain EIV reports for annual reexaminations on a monthly basis. SNRHA shall also obtain EIV reports for interims. Reports will be generated as part of the regular reexamination process.

EIV reports will be compared to family-provided information as part of the annual reexamination process. EIV reports may also be used to meet the regulatory requirement for third party verification, as described above. Policies for resolving discrepancies between EIV reports and family-provided information will be resolved as described in Chapter 5.I.D. and in this chapter.

EIV reports will be retained in participant's files with the applicable annual or interim reexamination documents.

When SNRHA determines through EIV reports and third party verification a family has concealed or under-reported income, corrective action will be taken pursuant to the policies in Chapter 16, Program Integrity.

Exceeds Threshold Reports (ETRs)

The ETR is a tool for identifying families who may have concealed or under-reported income. Data in the ETR represents income for past reporting periods and may be between six (6) months and 30 months old at the time ETRs are generated.

Families who have not concealed or under-reported income may appear on the ETR in some circumstances, such as loss of a job or addition of new family members.

SNRHA Policy

SNRHA will generate and review ETRs on a monthly basis. The ETR threshold percentage will be adjusted as necessary based on the findings in the ETRs.

In reviewing ETRs, SNRHA will begin with the largest discrepancies. The top ten (10) families will be reviewed monthly.

When SNRHA determines a participant appearing on the ETR has not concealed or under-reported income, the participant's name will be placed on a list of "false positive" reviews. To avoid multiple reviews in this situation, participants appearing on this list will be eliminated from ETR processing until a subsequent interim or annual reexamination has been completed.

When it appears a family may have concealed or under-reported income, SNRHA will request third-party written verification of the income in question.

When SNRHA determines through ETR review and third party verification a family has concealed or under-reported income, corrective action will be taken pursuant to the policies in Chapter 16, Program Integrity.

Income Discrepancy Resolution

SNRHA shall reconcile income discrepancies.

SNRHA Policy



SNRHA shall proceed as follows:

SNRHA shall identify underreported income and/or unreported income sources: EIV Income Discrepancies Reports shall be run at least quarterly and appropriate actions taken.

No adverse action may be taken based **solely** on EIV data. In order to protect any individual whose records are being used in a matching program, no recipient agency, non-Federal agency, or source agency may suspend, terminate, reduce or make a final denial of any financial assistance or payment under a Federal Benefit program to such individual, as a result of information produced by such matching program, until the agency has independently verified the information;

Review current and historical 50058s;

Verify effective dates of new and terminated income sources;

Discuss the income discrepancy with the participant;

View past and current interim and annual recertification documents in the participant's file;

Obtain additional documents from the participant and/or third party (if necessary ;)

Obtain Social Security Earnings Statement (SSA Form 7004) for historical wage earnings (Form available on HUD's website) for retroactive rent calculations.

EIV Identity Verification

The EIV system verifies participant identities against SSA records. These records are compared to PIC data for a match on Social Security number, name, and date of birth.

PHAs are required to use EIV's Identify Verification Reports on a monthly basis to improve the availability of income information in EIV (PIH Notice 2018-18)

When identity verification for a participant fails, a message will be displayed within the EIV system and no income information will be displayed.

SNRHA Policy

SNRHA will identify participants whose identity verification has failed as part of the annual reexamination process.

SNRHA will attempt to resolve PIC/SSA discrepancies by reviewing file documents. When SNRHA determines discrepancies exist due to SNRHA errors such as spelling errors or incorrect birth dates, the errors will be corrected promptly and correction transmitted to HUD.

Review of EIV Reports:

SNRHA shall monitor EIV Reports according to the following schedule:

- The following reports shall be ran and reviewed and appropriate actions taken:
 - Identity Verification Report (Failed EIF Pre-screening; Failed Verification, Pending Verification) Monthly



- Income Discrepancies –Quarterly
- Debts Owed to Other PHAs – Admissions Department
- Multiple Subsidy –At Admissions and Quarterly
- Deceased Participants –Monthly
- New Hires- Quarterly
- Immigration Reports – Monthly

Outcomes of these reviews shall be maintained in binders for future reference.

6-I.D. THIRD-PARTY WRITTEN AND ORAL VERIFICATION

Reasonable Effort and Timing

Unless third-party verification is not required as described herein, HUD requires SNRHA to make an attempt to obtain third-party verification before using another form of verification [VG, p. 15.]

SNRHA Policy

SNRHA will diligently seek third-party verification using the Verification Hierarchy Chart (in this chapter) as guideline for order of verifications, except as noted for streamlining for elderly (62 years old) and disabled on fixed (non-waged) income AND who receive income only from fixed income sources (See charts on pages 6-3 and 6-4.)

Fixed income sources include Social Security and SSI, governmental or private pensions, and other periodic payments of substantially the same amounts from year to year.

In a streamlined annual reexamination, the PHA calculates annual income by applying any published cost of living adjustment (COLA) to the previously-verified income amount.

For elderly and disabled families with fixed incomes, SNRHA will recalculate annual income by applying any published COLA to previously-verified amounts. Current documentation of fixed income is not required.

HUD’s Final Rule dated March 8, 2016, entitled “Streamlining Administrative Regulations for Public Housing, Housing Choice Voucher Final Rule.”

Streamline Annual Reexaminations:

HUD permits PHAs to streamline the income determination process for family members with fixed sources of income. While third-party verification of all income sources must be obtained during the intake process and every three years thereafter, in the intervening years the PHA may determine income from fixed sources by applying a verified cost of living adjustment (COLA) or rate of interest. The PHA may, however, obtain third-party verification of all income, regardless of the source. Further, upon request of the family, the PHA must perform third-party verification of all income sources.



Fixed sources of income include Social Security and SSI benefits, pensions, annuities, disability or death benefits, and other sources of income subject to a COLA or rate of interest. The determination of fixed income may be streamlined even if the family also receives income from other non-fixed sources.

Two streamlining options are available, depending upon the percentage of the family's income that is received from fixed sources. If at least 90 percent of the family's income is from fixed sources, the PHA may streamline the verification of fixed income but is not required to verify non-fixed income amounts. If the family receives less than 90 percent of its income from fixed sources, the PHA may streamline the verification of fixed income and must verify non-fixed income annually.

PHA Policy

The PHA will streamline the annual reexamination process by applying the verified COLA or interest rate to fixed-income sources. The PHA will document in the file how the determination that a source of income was fixed was made.

If a family member with a fixed source of income is added, the PHA will use third-party verification of all income amounts for that family member.

If verification of the COLA or rate of interest is not available, the PHA will obtain third-party verification of income amounts.

Third-party verification of fixed sources of income will be obtained during the intake process and at least once every three years thereafter.

Third-party verification of non-fixed income will be obtained annually regardless of the percentage of family income received from fixed sources.

Third-Party Written Verification [PIH Notice 2018-18]

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

Verifications received electronically direct from the source as well as items as noted in the Verification Hierarchy Chart (Including those provided directly from a clients) are considered third party written verifications.

SNRHA Policy

SNRHA will accept verifications in the form of computerized printouts, showing payments, faxed, emailed, mailed or received via upfront verification systems directly from the following agencies:

- Social Security Administration –EIV;
- Veterans Administration;



- Welfare Assistance;
- Unemployment Compensation Board;
- City or County Courts;
- Other State and Federal Offices, including HUD.

SNRHA will use computer printouts as well as other acceptable forms of third party verification that do not appear as altered and are on a business or other entity's letterhead, received directly from the family for calculation family's income. Staff must attempt third party verification when EIV nor family provided acceptable documentation is not available. If no response, then staff must attempt oral verifications and must document on the file narrative why third party was not used and complete an oral verification form.

If the family disputes the information provided by the third party, the staff is to seek further clarification by phone with the third party. The information provided by the 3rd party is to prevail.

Third-Party Oral Verification [Notice PIH 2018-18]

SNRHA Policy

Oral third-party verification will be used when written third-party verification is delayed; not returned within ten (10) calendar days or not possible. When third-party oral verification is used, staff will be required to complete an Oral Verification (Review of Documents) form, noting with whom they spoke, the date of the conversation, and the facts provided. If oral third party verification is not available, SNRHA will document the file narrative and utilize documents provided by the participant. If the oral is provided by telephone, SNRHA must originate the call.

Review of Documents

SNRHA Policy

In the event third-party written is not returned within ten (10) calendar days or oral verification is unavailable, or the information has not been verified by the third party within ten (10) calendar days, SNRHA will notate the file narrative accordingly; ensure copies of documents requiring the third party verification are in file. Oral third party verification should be attempted prior to utilizing documents provided by the family as the primary source if the documents provide complete information and the file narrative must be documented.

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 an Oral Verification/Review of Documents form.

SNRHA will accept the following documents from the family provided the document is such where tampering would be easily noted:

- Printed wage stubs;



- Computer printouts from the employer;
- Employer's letters and wage printouts;
- Bank Statements;
- Award Letters;
- Pension Letters;
- Signed letters (provided that the information is confirmed by phone);
- Other documents noted in this Chapter as acceptable verification.

Although these documents will be accepted, SNRHA will also mail third party verifications to the source; attempt upfront verification and use these documents only after there has been no response to the third party verification method.

SNRHA will accept faxed or emailed documents.

SNRHA will accept mail from the third party source.

SNRHA will accept hand carried documents from clients as long as they do not appear as altered and provide required documentation regarding wages.

SNRHA will not accept photocopies.

If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, SNRHA will attempt to contact the verification provider by telephone to resolve the discrepancy. If the attempt to resolve the discrepancy by telephone is unsuccessful, SNRHA will use the third party verification.

SNRHA will not delay the processing of an application beyond 30 calendar days, except due to screening for criminal history, because a third party information provider does not return the verification in a timely manner. The next steps in the verification process shall be attempted after ten (10) calendar days, unless the family has been given an extension.

Self-Certification/Self-Declaration

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

When Third-Party Information is Late

When third-party verification has been requested and the timeframes for submission have been exceeded, SNRHA will use the information from documents on a provisional basis.

SNRHA Policy

If SNRHA later receives third-party verification different from the amounts used in income and rent determinations and it is past the deadline for processing the reexamination, SNRHA will conduct an interim reexamination to adjust the figures used for the reexamination, regardless of SNRHA's interim reexamination policy, if needed.

When Third-Party Verification is Not Required [PIH Notice 2018-18]



Primary Documents

Third-party verification is not required when legal documents are the primary source, such as a birth certificate or other legal documentation of birth and for verification of checking/saving accounts.

Certain Assets and Expenses

SNRHA will accept a self-certification from a family as verification of assets disposed of for less than fair market value [HCV GB, p. 5-28].

SNRHA will determine third-party verification is not available if the asset or expense involves an insignificant amount, making it not cost-effective or reasonable to obtain third-party verification [VG, p. 15.]

SNRHA will not verify assets less than \$5,000.00. For assets less than \$5,000.00 SNRHA shall accept the participant's declared amount, no additional verification is required. SNRHA will obtain third party verification for assets in the amount of \$5,000.00 or more.

According to HUD's Final Rule (FR-5743-F-03) dated March 8, 2016, entitled "Streamlining Administrative Regulations for Public Housing/Housing Choice Voucher Final Rule," SNRHA must obtain third party verification every three (3) years for **all** assets regardless of the amount. SNRHA is due to verify all assets in 2022 and every three (3) years thereafter.

SNRHA Policy

SNRHA will use review of documents in lieu of requesting third-party verification when the market value of an individual asset is less than \$5,000.00.

Certain Income, Asset, and Expense Sources

SNRHA will determine third-party verification is not available when it is known that an income source does not have the ability to provide written or oral third-party verification [VG, p. 15.] For example, SNRHA will rely upon review of documents when SNRHA determines a third party's privacy rules prohibit the source from disclosing information.

SNRHA Policy

SNRHA also will determine third-party verification is not available when there is a service charge for verifying an asset or expense *and* the family has original documents that provide the necessary information.

If the family cannot provide original documents, SNRHA will pay the service charge required to obtain third-party verification, unless it is not cost effective in which case a self-certification will be acceptable as the only means of verification. The cost of verification will not be passed on to the family.

The cost of postage and envelopes to obtain third-party verification of income, assets, and expenses is not an unreasonable cost [VG, p. 18.]

RELEASE OF INFORMATION [24 CFR 5.230]



Adult family members (age 18 and older) will be required to sign the HUD 9886 Release of Information/Privacy Act form. In addition, family members will be required to sign specific authorization forms when information is needed and is not covered by the HUD form 9886, Authorization for Release of Information/Privacy Act Notice. Additional release forms as developed by SNRHA are considered required forms that all applicants and participants must sign.

Each member requested to consent to the release of specific information will be provided with appropriate forms for their review and signature.

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

COMPUTER MATCHING

Where allowed by HUD and/or other State or local agencies, computer matching will be done for upfront verifications.

SNRHA Policy

SNRHA will utilize the HUD established computer-based Participant Eligibility Verification System (EIV) for obtaining Social Security benefits, Supplemental Security Income benefit history, and participant income discrepancy reports from the Social Security Administration. Additionally, to the extent possible, SNRHA will use the UIV systems to obtain upfront verification of wages and Child Support data systems for verification of child support when available.

When computer matching results in a discrepancy with information in SNRHA records, SNRHA will follow up with the family and verification sources to resolve this discrepancy. If the family has unreported or underreported income, SNRHA will follow the procedures in the Program Integrity Addendum of the Administrative Plan.

ITEMS TO BE VERIFIED [24 CFR 982.516]

All income not specifically excluded by the regulations.

Full-time student status including High School students who are 18 years of age or over.

Current assets including assets disposed of for less than fair market value in preceding two (2) years.

Child care expense where it allows an adult family member to be employed, search for employment, or to further his/her education.

Total un-reimbursed medical expenses of all family members in households whose head or spouse is elderly or disabled.

Un-reimbursed disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus for a disabled member of the family allowing an *adult* family member to be employed.



Disability for determination of preferences, allowances or deductions.

Eligible immigrant status;

Social Security Numbers for all family members except non-citizens.

(Note: When HUD changes the requirements to require all family members provide social security numbers, regardless of age, SNRHA will follow this requirement):

"Preference" status;

Familial/Marital status when needed for head or spouse definition to determine deductions;

Need for reasonable accommodations; and/or

Verification of sanctions by the Nevada Office of Human Services indicating TANF benefits have been reduced for either welfare fraud or failure to comply with economic self-sufficiency requirements.

SNRHA Policy

SNRHA will obtain written verification from the welfare agency stating the family's benefits have been reduced for fraud or noncompliance with economic self-sufficiency requirements *before* denying the family's request for rent reduction. The verification will include the amount of the sanction and the duration.

VERIFICATION GUIDANCE [24 CFR 982.516]

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

Employment Income

SNRHA Policy

Verification forms request the employer to specify the:

Dates of employment;

Amount and frequency of pay;

Date of the last pay increase;

Likelihood of change of employment status and effective date of any known salary increase during the next 12 months;

Year to date earnings;

Estimated income from overtime, tips, bonus pay expected during next 12 months.

Acceptable methods of verification include, in this order:

1. EIV with a minimum of four (4) consecutive current paystubs or two (2) consecutive paystubs for new employment or a decrease in wages.
2. Third party written verification.
3. Employment verification form completed by the employer.



4. Oral third party.
5. Review of documents.
6. Check stubs or earning statements, which indicate the employee's gross pay, frequency of pay or year to date earnings. At least pay stubs are required when third party verification cannot be obtained.
7. W-2 forms and IRS Form 4506-T release.
8. Self-certifications may be used for verifying self-employment income, or income from tips and other gratuities.

In cases where there are questions about the validity of information provided by the family, SNRHA will require the most recent federal income tax statements to be obtained via use of IRS Form 4506-T.

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

SNRHA Policy

Acceptable methods of verification include, in this order:

1. For elderly and disabled families with fixed incomes, the PHA will recalculate annual income by applying any published COLA to previously-verified amounts. Current documentation of fixed income is not required.
2. If the family receives any income from a non-fixed income source, SNRHA will not streamline the annual reexamination.
3. Published cost of living adjustments to previously verified income amounts
4. EIV
5. Benefit verification form completed by agency providing the benefits.
- 6 Award or benefit notification letters prepared and signed by the providing agency that is no more than 60 calendar days old.

Unemployment Compensation

SNRHA Policy

Acceptable methods of verification include, in this order:

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

Welfare Payments or General Assistance



SNRHA Policy

Acceptable methods of verification include, in this order:

1. Written statement from payment provider indicating the amount of grant/payment, start date of payments, family members, and anticipated changes in payment in the next 12 months.
2. Computer-generated Notice of Action.

Alimony or Child Support Payments

SNRHA Policy

Acceptable methods of verification include, in this order:

1. Print out received via third party verification from the DA's office.
2. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.
3. A third party verification form completed by the person paying the support.
4. A letter from the person paying the support.
5. Copy of latest check and/or payment stubs from Court Trustee. SNRHA must record the date, amount, and number of the check if not photocopied.
6. Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.

If payments are irregular, the family must provide:

A statement from the agency responsible for enforcing payments to show the family has filed for enforcement.

A self-certification from the family indicating the amount(s) received.

A Welfare Notice of Action showing amounts received by the DA –Child Support Division.

A written statement from an attorney certifying a collection or enforcement action has been filed.

Net Income from a Business

SNRHA Policy

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

Acceptable methods of verification include:

1. IRS Form 1040, including:



Schedule C (Small Business)

Schedule E (Rental Property Income)

Schedule F (Farm Income)

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.

2. Audited or unaudited financial statement(s) of the business.
3. Credit report or loan application.
4. Documents such as manifests, appointment books, cash books, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The family will be advised to maintain these documents in the future if they are not available.
5. Family's self-certification as to net income realized from the business during previous years.

Child Care Business

SNRHA Policy

The childcare provider must be 18 years of age or older.

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

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

If the family has filed a tax return, the family will be required to provide it via Form IRS 4506-T.

If childcare services were terminated, third-party verification will be sent to the parent whose child was cared for.

Recurring Gifts

SNRHA Policy

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

- The person who provides the gifts;
- The value of the gifts;
- The regularity (dates) of the gifts and/or
- The purpose of the gifts.



SNRHA shall send out verifications to the donors.

Full-time Student Status

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

Financial aid, scholarships and grants received by students is not counted towards family income.

SNRHA Policy

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. (State of Nevada: 12 credits)

VERIFICATION OF ASSETS

Family Assets

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

SNRHA shall not verify income of assets that are less than \$5,000.00. However, participants must list assets and value on their continued occupancy form, which must be signed and dated. This shall be considered as self-certification of accurate information. SNRHA reserves the right to request additional verifications, if necessary to document that assets do not exceed \$5,000.00 in net value or if there is a discrepancy with information provided. All assets must be reported on Form HUD-50058, including assets that do not exceed \$5,000.00.

According to HUD's Final Rule dated March 8, 2016, entitled "Streamlining Administrative Regulations for Public Housing/Housing Choice Voucher Final Rule," SNRHA must obtain third party verification every three (3) years.

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 stock broker or realty agent as to net amount family would receive if they liquidated securities or real estate.

Real estate taxes statements if the approximate current market value can be reduced 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.

Family's self-certification describing assets or cash held at the family's home or in safe deposit boxes.

Assets Disposed of - for Less than Fair Market Value (FMV) During Two (2) Years Preceding Effective Date of Certification or Recertification

SNRHA Policy

For all certifications and re-certifications, SNRHA will obtain the Family's certification as to whether any member has disposed of assets for less than fair market value during the two (2) years preceding the effective date of the certification or recertification.

If the family certifies they have disposed of assets for less than fair market value, verification is required showing: (a) all assets disposed for less than FMV, (b) the date they were disposed, (c) the amount the family received, and (d) the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible. Family certification will be accepted if no other verification is possible.

VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME [24 CFR 982.516]

Medical Expenses

SNRHA Policy

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

Written verification by an eye doctor, optician, otolaryngologist, hearing aide provider, or other medical practitioner or provider of medical equipment of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.

Written verification from a medical lab, provider of oxygen, blood products, or other specialized medical supplies of (a) the anticipated medical costs to be incurred by the family and regular payments will be reimbursed by insurance or a government agency.

Written verification from the provider of medical equipment such as hospital bed, scooter, wheelchair, commode, artificial limbs, etc. of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.

Written confirmation from the Social Security Administration of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.



For attendant care paid to an individual:

A reliable, knowledgeable professional's certification declaring the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes.

Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.

Receipts, canceled checks, or pay stubs verifying medical costs and insurance expenses likely to be incurred in the next 12 months.

Copies of payment agreements or most recent invoice verifying payments made on outstanding attendant care bills will continue over all or part of the next 12 months.

Receipts or other record of attendant care expenses incurred during the past 12 months used to anticipate future attendant care expenses.

SNRHA will use mileage at the IRS rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

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

In All Cases:

SNRHA Policy

Written certification from a reliable, knowledgeable professional stating the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.

Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

Attendant Care:

Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.

Certification of family and attendant and/or copies of canceled checks family used to make payments.

Auxiliary Apparatus:

Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.

In the case where the person with disabilities is employed, a statement from the employer indicating the auxiliary apparatus is necessary for employment.



Live-In Aide

SNRHA Policy

When a participant requires a live-in aide, SNRHA shall submit their signed reasonable accommodation request form to the medical professional noted on their request for third party verification of the need. Once approved by the 504 officer, the participant shall have 30 calendar days to submit the name of the live-in aide and schedule them to come in for screening. The voucher size shall NOT be increased until such time as SNRHA staff has completed their screening of the Live-In Aide in compliance with HUD guidance. The participant shall be allowed to submit another name for a live-in aide if the first does not pass the screening process.

The approved voucher size would be adjusted, if required to accommodate a room for the live-in aide. For continued approval, the family will be required to submit a certification stating there's still a need for the live-in-aide.

VERIFYING NON-FINANCIAL FACTORS [24 CFR 982.153(b) (15)]

Verification of Legal Identity

In order to prevent program abuse, SNRHA will require applicants/participants to furnish verification of legal identity for all adult family members.

SNRHA Policy

The documents listed below will be considered acceptable verification of legal identity for adults, as long as they include a picture of the individual. If a document submitted by a family is illegible or otherwise questionable, more than one (1) of these documents may be required.

- Driver's license
- U.S. passport
- Department of Motor Vehicles Identification Card
- Validated Sheriff Card
- Military Identification
- DMV Instructional ID
- Clark County Heath Card with valid photo ID
- Veteran's ID with photo

An original Certificate of Birth is required for all minors. Other documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

- Adoption papers
- Custody agreement
- School records
- Hospital Birth Certifications
- Passport
- Health and Human Services ID (foster children; adopted children)



- I-94

SNRHA Policy

Verification of divorce or separation status will be a Certification of Absent Spouse form being completed by the head of household or any other adult household member, unless the family wishes to submit a formal divorce or separation document from the courts.

Verification of a separation may be a copy of court-ordered maintenance or other records.

A marriage certificate generally is required to verify a couple is married.

In the case of a common law marriage, the couple must demonstrate they hold themselves to be married (e.g., by telling the community they are married, calling each other husband and wife, using the same last name, filing joint income tax returns, or being a domestic partner as recognized in the State of Nevada (according to Senate Bill 283.))

Familial Relationships

SNRHA Policy

Verification of guardianship is:

- Court-ordered assignment
- Verification from social services agency
- SNRHA Appointment and Acceptance Form notarized (showing consent of a parent of the minor to be added to the family)
- SNRHA's Guardian – Self Certification of Physical Custody of Minor child/Children form

Other family relationships will be verified through birth certificates or other relevant documents.

Verification of Permanent Absence of Family Member

If an adult member who was formerly a member of the household or was never reported and identified by staff as being a spouse and is reported permanently absent by the family, SNRHA will consider any of the following as verification:

- Husband or wife institutes divorce action.
- Husband or wife institutes legal separation.
- Order of protection/restraining order obtained by one (1) family member against another.
- SNRHA's Certification of Absent Spouse Form.

Verification of Change in Family Composition

SNRHA may verify changes in family composition (either reported or unreported) through one (1) or more of the following actions: letters, telephone calls, utility records, inspections, landlords, credit data, school, or DMV records, and other sources.

Verification of Citizenship/Eligible 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 may elect not to contend their status. Eligible immigrants must fall into one (1) of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS.) Each family member must declare their status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except assistance to applicants may be delayed while SNRHA hearing is pending.

Citizens or Nationals of the United States are required to sign a declaration under penalty of perjury, the Declaration 214 Form, noting they are a citizen or national.

Eligible Immigrants who were Participants and 62 or over on June 19, 1995, are required to sign a declaration of eligible immigration status (Declaration 214 Form) and provide proof of age.

Non-citizens with eligible immigration status must sign a declaration of status (Declaration 214 Form) and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. SNRHA verifies the status through the INS SAVE system. If this primary verification fails to verify status, SNRHA must request within ten (10) calendar days the INS conduct a manual search.

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

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

Failure to Provide: If an applicant or participant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

Additionally, SNRHA must terminate assistance for at least 24 months if it determines a family has knowingly permitted an ineligible person to live in the assisted unit without informing SNRHA.

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.

SNRHA will not provide assistance to any family prior to the affirmative establishment and verification of the eligibility of the individual or at least one (1) member of the family.

For family members added after other members have been verified, the verification occurs upon approval of additional person by SNRHA.

Once verification has been completed for any covered program, it shall be verified annually unless their eligibility immigration status changes to permanent resident. In the case of port-in families, if the initial PHA does not supply the documents, SNRHA must conduct the determination and/or when SNRHA notes a Resident Alien Card with an expiring date or no date of expiration.

Acceptable Documents of Eligible Immigration



The regulations stipulate 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 showing individual's entitlement has been verified

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

SNRHA Policy

SNRHA will recertify eligible immigration status one (1) year prior to expiration date of the following documents:

- Resident Alien Card (I-551)
- Alien Registration Receipt Card (I-151)
- Arrival-Departure Record (I-94)
- Temporary Resident Card (I-688)

Medical Need for Larger Unit

SNRHA Policy

A written certification that a larger unit is necessary must be obtained from a reliable, knowledgeable professional as a reasonable accommodation for a disabled family member. At each annual Housing Quality Inspection, staff will verify the additional room is still being used for medical equipment. When this is not the case, the voucher will be decreased in compliance with HUD guidance at the next Annual Re-examination.

VERIFICATION OF WAITING LIST PREFERENCES [24 CFR 5.410-5.430]

SNRHA must verify any preferences claimed by an applicant.

SNRHA Policy

Terminated for Insufficient Program Funding

SNRHA will verify this preference using SNRHA's termination records.

Residency Preference:



For families who live, work or have been hired to work in the jurisdiction of SNRHA. Families must provide proof of residency to qualify for this preference such a Nevada Issued driver's license or lease for a unit within Clark County.

The signature on the application will serve as self-certification for the residency preference. In cases where there are questions regarding eligibility to go portable, SNRHA may request additional verification such as a Nevada Driver License or Identification card issued on or prior to the date of application, employment records, school records, social security award letters or welfare eligibility letter addressed to the applicant's Las Vegas address at or before the time of application.

Veterans' preference:

This preference is available to current members of the U.S. Military Armed Forces, veterans, or surviving spouses of veterans.

SNRHA will require U.S. government documents which indicate the applicant qualifies under the above definition.

Working preference:

Families with at least one (1) adult who is employed at least 20 hours per week: Employment will be verified.

Families with active participants in accredited educational and training programs designed to prepare the individual for the job market: SNRHA will require a statement from the agency or institution providing the education or training.

Elderly families: head or spouse 62 years of age or older

Families whose head is receiving income based on their inability to work: An Award letter or other proof of eligibility for Social Security Disability or Supplemental Security Income will be acceptable for the receipt of income based on their inability to work.

Families whose head, spouse, or sole member is a person with disability and who is certified to be unable to work whether or not they receive income on this basis, if both the head of household or spouse is either elderly or disabled.

When Third-Party Verification is Not Required

Primary Documents

Third-party verification is not required when legal documents are the primary source, such as a birth certificate or other legal documentation of birth.

Certain Assets and Expenses

SNRHA Policy

SNRHA will accept a self-certification from a family as verification of assets disposed for less than fair market value [HCV GB, p. 5-28].



SNRHA will determine third-party verification is not available if the asset or expense involves an insignificant amount, making it not cost-effective or reasonable to obtain third-party verification [VG, p. 15.]

SNRHA Policy

SNRHA will use review of documents in lieu of requesting third-party verification when the market value of an individual asset or an expense is less than \$5,000 annually. The continued occupancy form certification shall be considered as the family's certification. For families whose assets do not exceed \$5,000 in net value, the PHA will accept family self-certification of asset value and anticipated income.

SNRHA may require additional verification if necessary to document assets do not exceed \$5,000 in net value.

Certain Income, Asset and Expense Sources

SNRHA will determine third-party verification is not available when it is known that an income source does not have the ability to provide written or oral third-party verification [VG, p. 15.] For example, SNRHA will rely upon review of documents when SNRHA determines a third party's privacy rules prohibit the source from disclosing information.

SNRHA Policy

SNRHA also will determine third-party verification is not available when there is a service charge for verifying an asset or expense *and* the family has original documents that provide the necessary information.

SNRHA will document in the family file the reason the third-party verification was not available and will place a photocopy of the original document(s) in the family file. [VG, p. 15.]

If the family cannot provide original documents, SNRHA will pay the service charge required to obtain third-party verification, unless it is not cost effective in which case a self-certification will be acceptable as the only means of verification. The cost of verification will not be passed on to the family.

The cost of postage and envelopes to obtain third-party verification of income, assets, and expenses is not an unreasonable cost [VG, p. 18.]

6-I.E. REVIEW OF DOCUMENTS

Using Review of Documents as Verification

SNRHA Policy

If SNRHA has determined third-party verification is not available or not required, SNRHA will use documents provided by the family as verification.

SNRHA may also review documents when necessary to help clarify information provided by third parties. In such cases SNRHA will document in the file how SNRHA arrived at a final conclusion about the income or expense to include in its calculations.



6-I.F. SELF-CERTIFICATION

When HUD requires third-party verification, self-certification or “participant declaration,” is used as a last resort when the PHA is unable to obtain third-party verification.

Self-certification, however, is an acceptable form of verification when:

- A source of income is fully excluded
- Net family assets total \$5,000 or less and the PHA has adopted a policy to accept self certification at annual recertification, when applicable
- The PHA has adopted a policy to implement streamlined annual recertifications for fixed sources of income (See Chapter 11)

When the PHA was required to obtain third-party verification but instead relies on a participant declaration for verification of income, assets, or expenses, the family’s file must be documented to explain why third-party verification was not available.

SNRHA Policy

When information cannot be verified by a third party or by review of documents, family members will be required to submit self-certifications attesting to the accuracy of the information they have provided to SNRHA.

The PHA may require a family to certify that a family member does not receive a particular type of income or benefit.

The self-certification must be made in a format acceptable to the PHA and must be signed by the family member whose information or status is being verified. All self-certifications must be signed in the presence of a PHA representative or PHA notary public.

6-I.G. ASSETS (24 CFR 5.609 (b)(3) AND 24 CFR 5.603 (b))

There is no asset limitation for participation in the HCV program. However, HUD requires the PHA include in annual income the anticipated “interest, dividends, and other net income of any kind from real or personal property (24 CFR 5.609 (b) (3)).”

Notice PIH 2012-29 requires PHAs to establish an imputed asset passbook savings rate based on the national average rate. The rate previously established by HUD field offices. The imputed asset income calculation is only performed if the net value of the family’s asset exceeds \$5,000.00.

SNRHA shall establish a rate of 0.75 percent (three quarters of one percent) of the national rate. This is a “safe harbor.” SNRHA will be in compliance with the safe harbor guidance when the national rate is anywhere from zero percent to 1.5 percent.



PART II: VERIFYING FAMILY INFORMATION

6-II.A. VERIFICATION OF LEGAL IDENTITY

SNRHA Policy

SNRHA will require families to furnish verification of legal identity for each household member.

Verification of Legal Identity for Adults	Verification of Legal Identity for Children
Driver's license U.S. passport Department of Motor Vehicles Identification Card Validated Sheriff Card Military Identification DMV Instructional ID Clark County Heath Card with valid photo ID Veteran's ID with photo	Certificate of birth Adoption papers Custody agreement School records Hospital Birth Certifications Passport Health and Human Services ID (foster children; adopted children) I-94

If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required. For all members of the household the first and last name on the Legal documents provided must match the social security record.

6-II.B. SOCIAL SECURITY NUMBERS [24 CFR 5.216 and PIH Notice 2018-24]

Every family member must provide documentation of a valid social security number (SSN) unless they are a non-citizen or non-eligible immigrant.

SNRHA Policy

SNRHA will request to copy the family member's social security card.

If the social security card is not available, SNRHA will accept the following documents as evidence if the SSN is provided on the document:

Other identification cards issued by a federal, state or local agency, a medical insurance company or provider, or employer or trade union.

Benefit award letters from a government agency; retirement benefit letters; life insurance policies.

Any document issued by the Social Security Administration clearly listing the family member's social security number (SSN) and name.



SNRHA will instruct the family to obtain a duplicate card from the local Social Security Administration (SSA) office.

For individuals who are at least 62 years of age and/or disabled and are unable to submit the required documentation of their SSN within the initial 90 calendar day period, SNRHA will grant an additional 30 calendar days to provide documentation as a reasonable accommodation.

Social security numbers must be verified only once during continuously-assisted occupancy. For all members of the household the first and last name on the legal documents provided must match the social security record.

If any adult family member obtains a SSN after admission to the program, the new SSN must be disclosed within 90 calendar days.

The SSN of household members, such as live-in aids, must be verified for the purpose of conducting criminal background checks.

6-II.C. FAMILY RELATIONSHIPS

Applicants and program participants are required to identify the relationship of each household member to the head of household. If an applicant lists themselves as married and does not list a spouse, they will still be required to submit a separation, divorce decree, or SNRHA's Certification of Absent Spouse form. Definitions of the primary household relationships are provided in the Eligibility chapter.

SNRHA Policy

Other family relationships will be verified through birth certificates or other relevant documents.

Marriage

SNRHA Policy

A marriage certificate generally is required to verify a couple is married.

In the case of a common law marriage, the couple must demonstrate they hold themselves to be married (e.g., by telling the community they are married, calling each other husband and wife, using the same last name, filing joint income tax returns.)

Separation or Divorce

SNRHA Policy

SNRHA will require the participant (head of household) to sign a Certification of Absent Spouse form to document the divorce, or separation. The family may submit a certified copy of a divorce decree, signed by a court officer, or a copy of a court-ordered maintenance or other court record to document a separation.



Absence of Adult Member

SNRHA Policy

SNRHA will consider any of the following as verification:

Husband or wife institutes divorce action

Husband or wife institutes legal separation.

Order of protection/restraining order obtained by one (1) family member against another.

Certification of the spouse no longer living in the unit or contributing to the family.

Foster Children and Foster Adults

SNRHA Policy

Third-party verification from the state or local government agency responsible for the placement of the individual with the family is required.

6-II.D. DOCUMENTATION OF AGE

A birth certificate or other official record of birth is the preferred form of age verification for all family members. For elderly family members an original document providing evidence of the receipt of social security retirement benefits is acceptable.

SNRHA Policy

If an official record of birth or evidence of social security retirement benefits cannot be provided, SNRHA will require the family to submit other documents supporting the reported age of the family member (e.g., school records, driver's license if birth year is recorded) and to provide a self-certification.

Age must be verified only once during continuously-assisted occupancy.

6-II.E. VERIFICATION OF STUDENT STATUS

General Requirements

SNRHA Policy

SNRHA requires families to provide information about the student status of all students who are 18 years of age or older. This information will be verified only if:

- The family reports full-time student status for an adult other than the head, spouse, or co-head.
- The family reports child care expenses to enable a family member to further his or her education.
- The family includes a student enrolled in an *institution of higher education*.
- The family claims an income exclusion because the student is receiving earned income and only the first \$480 is included as income.



Restrictions on Assistance to Students Enrolled in Institutions of Higher Education

This section applies only to students who are seeking assistance on their own, separately from their parents. It does not apply to students residing with parents who are seeking or receiving HCV assistance.

SNRHA Policy

In accordance with the verification hierarchy described in Section 6-1.B, SNRHA will determine whether the student is exempt from the restrictions in 24 CFR 5.612 by verifying any one of the following exemption criteria:

- The student is enrolled at an educational institution that does not meet the definition of *institution of higher education* in the Higher Education Act of 1965 (see Section Exhibit 3-2.)
- The student is at least 24 years old.
- The student is a veteran, as defined in Section 3-II.E.
- The student is married.
- The student has at least one dependent child, as defined in Section 3-II.E.

If SNRHA cannot verify at least one (1) of these exemption criteria, SNRHA will conclude the student is subject to the restrictions on assistance at 24 CFR 5.612. In addition to verifying the student's income eligibility, SNRHA will then proceed to verify either the student's parents' income eligibility or the student's independence from his/her parents (see below.)

Independent Student

SNRHA Policy

SNRHA will verify a student's independence from his/her parents to conclude the student's parents' income is not relevant when deciding the student's eligibility by doing all of the following:

Either reviewing or verifying previous address information to determine whether the student has established a household separate from his/her parents for at least one (1) year or reviewing and verifying documentation relevant to determining whether the student meets the U.S. Department of Education's definition of *independent student* (see Section 3-II.E.)

Reviewing prior year income tax returns to verify whether a parent has claimed the student as a dependent.

Requesting and obtaining written certification directly from the student's parents identifying the amount of support they will be providing to the student, even if the amount of support is \$0.



6-II.F. DOCUMENTATION OF DISABILITY

SNRHA must verify the existence of a disability in order to allow certain income disallowances and deductions from income. SNRHA is not permitted to inquire about the nature or extent of a person's disability [24 CFR 100.202(c).] SNRHA may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If SNRHA receives a verification document that provides such information, SNRHA will not place this information in the participant file. Under no circumstances will SNRHA request a participant's medical record(s.) For more information on health care privacy laws, see the Department of Health and Human Services' website at www.os.dhhs.gov.

The above cited regulation does not prohibit the following inquiries, provided these inquiries are made of all applicants, whether or not they are persons with disabilities [VG, p. 24]:

- Inquiry into an applicant's ability to meet the requirements of ownership or tenancy
- Inquiry to determine whether an applicant is qualified for a dwelling available only to persons with disabilities or to persons with a particular type of disability
- Inquiry to determine whether an applicant for a dwelling is qualified for a priority available to persons with disabilities or to persons with a particular type of disability
- Inquiring whether an applicant for a dwelling is a current illegal abuser or addict of a controlled substance
- Inquiring whether an applicant has been convicted of the illegal manufacture or distribution of a controlled substance

Family Members Receiving SSA Disability Benefits

Verification of the receipt of disability benefits from the Social Security Administration (SSA) is sufficient verification of disability for the purpose of qualifying for waiting list preferences (if applicable) or certain income disallowances and deductions [VG, p. 23.]

SNRHA Policy

For family members claiming disability who receive disability benefits from the SSA, SNRHA will attempt to obtain information about disability benefits through the HUD Enterprise Income Verification (EIV) system when it is available. If documentation from HUD's EIV System is not available, SNRHA will request a current (dated within the last 60 calendar days) SSA benefit verification letter from each family member claiming disability status. If the family is unable to provide the document(s), SNRHA will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from www.ssa.gov. Once the applicant or participant receives the benefit verification letter they will be required to provide it to SNRHA.

Family Members Not Receiving SSA Disability Benefits

Receipt of veteran's disability benefits, worker's compensation, or other non-SSA benefits based on the individual's claimed disability are not sufficient verification that the individual meets HUD's definition of disability in 24 CFR 5.403.



SNRHA Policy

For family members claiming disability who do not receive disability benefits from the SSA, a knowledgeable professional must provide third-party verification the family member meets the HUD definition of disability. See the Eligibility chapter for the HUD definition of disability. The knowledgeable professional will verify whether the family member does or does not meet the HUD definition.

PART III: VERIFYING INCOME AND ASSETS

Chapter 5, Part I of this plan describes in detail the types of income included and excluded and how assets and income from assets are handled. Any assets and income reported by the family must be verified. This part provides SNRHA policies that supplement the general verification procedures specified in Part I of this chapter.

6-III.A. EARNED INCOME

Wages

SNRHA Policy

Acceptable methods of verification include, in this order:

1. EIV with a minimum of four (4) consecutive current paystubs or two (2) consecutive paystubs for new employment or a decrease in wages.
2. Acceptable Third Party written verification provided by the participant/applicant.
3. Third party written verification.
4. (Employment verification form completed by the employer)
5. Oral third party – Staff must document the file narrative to outline why other steps above were not available.
6. W-2 forms and IRS Form 4506-T release.
7. Self-certifications may be used for verifying self-employment income, or income from tips and other gratuities.

In cases where there are questions about the validity of information provided by the family, SNRHA will require the most recent federal income tax statements to be obtained via use of IRS Form 4506-T.

Tips

SNRHA Policy

Unless tip income is included in a family member's W-2 by the employer, persons who work in industries where tips are standard will be required to sign a certified estimate of tips received for the prior year and tips anticipated to be received in the coming year. Interruption of employment due to temporary leave of absence (i.e. maternity leave, short-term disability): upon verification earnings have stopped, an interim will be conducted to remove the income. The family may be required to complete a Zero Income Questionnaire/Certification. The



family is required to report any other income received in lieu of earnings. The family will be required to report when the income starts again. At that time, an interim will be conducted to add the income back into the family budget.

6-III.B. PERIODIC PAYMENTS AND PAYMENTS IN LIEU OF EARNINGS

Social Security/SSI Benefits

SNRHA Policy

To verify the SS/SSI benefits of applicants, SNRHA will request a current (dated within the last 60 calendar days) SSA benefit verification letter from each family member receiving social security benefits. If the family is unable to provide the document(s), SNRHA will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from www.ssa.gov. Once the applicant has received the benefit verification letter they will be required to provide it to SNRHA.

To verify the SS/SSI benefits of participants, SNRHA will obtain information about social security/SSI benefits through the HUD EIV System and any post increases. If benefit information is not available in HUD systems, SNRHA will request a current SSA benefit verification letter from each family member receiving social security benefits. If the family is unable to provide the document(s), SNRHA will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from www.ssa.gov. Once the participant has received the benefit verification letter they will be required to provide it to SNRHA.

6-III. C. ASSETS AND INCOME FROM ASSETS

Assets Disposed of for Less than Fair Market Value

The family must certify whether any assets have been disposed for less than fair market value in the preceding two (2) years. SNRHA needs to verify only those certifications that warrant documentation [HCV GB, p. 5-28].

SNRHA Policy

SNRHA will verify the value of assets disposed of only if:

- SNRHA does not already have a reasonable estimation of its value from previously collected information, or
- The amount reported by the family in the certification appears obviously in error.

Example 1: An elderly participant reported a \$10,000 certificate of deposit at the last annual reexamination and SNRHA verified this amount. Now the person reports he/she has given this \$10,000 to his/her son. SNRHA has a reasonable estimate of the value of the asset; therefore, re-verification of the value of the asset is not necessary.

Example 2: A family member has disposed of its 1/4 share of real property located in a desirable area and has valued her share at approximately \$5,000. Based upon market conditions, this declaration does not seem realistic. Therefore, SNRHA will verify the value of this asset.



6-III.D. NET INCOME FROM RENTAL PROPERTY

SNRHA Policy

The family must provide:

A current executed lease for the property showing the rental amount or certification from the current participant.

A self-certification from the family members engaged in the rental of property providing an estimate of expenses for the coming year and the most recent IRS Form 1040 with Schedule E (Rental Income.) If schedule E was not prepared, SNRHA will require the family members involved in the rental of property provide a self-certification of income and expenses for the previous year and may request documentation to support the statement including: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

6-III.E. RETIREMENT ACCOUNTS

SNRHA Policy

SNRHA shall use the streamlined procedure in compliance with PIH Notice 2013-3 which allows the use of previously published cost of living adjustments to verify income amounts if this income is from annuities, insurance policies, retirement funds, or other retirement or non wage income. When third-party verification is not available the type of original document that will be accepted depends upon the family member's retirement status.

Before retirement, SNRHA will accept an original document from the entity holding the account with a date showing it is the most recent scheduled statement for the account but in no case earlier than six (6) months from the effective date of the examination.

Upon retirement, SNRHA will accept an original document from the entity holding the account reflecting any distributions of the account balance, any lump sums taken and any regular payments.

After retirement, SNRHA will accept an original document from the entity holding the account dated no earlier than 12 months prior reflecting any distributions of the account balance, any lump sums taken and any regular payments.

6-III.F. INCOME FROM EXCLUDED SOURCES

SNRHA must obtain verification for income exclusions only if, without verification, SNRHA would not be able to determine whether the income is to be excluded.



PART IV: VERIFYING MANDATORY DEDUCTIONS

6-IV.A. DEPENDENT AND ELDERLY/DISABLED HOUSEHOLD DEDUCTIONS

The dependent and elderly/disabled family deductions only require SNRHA verify the family members identified as dependents or elderly/disabled persons meet the statutory definitions. No further verifications are required.

Dependent Deduction

See Chapter 5 for a full discussion of this deduction. SNRHA must verify:

- Any person under the age of 18 for whom the dependent deduction is claimed is not the head, spouse, or co-head of the family and is not a foster child.
- Any person age 18 or older for whom the dependent deduction is claimed is not a foster adult or live-in aide, and is a person with a disability or a full time student.

Elderly/Disabled Family Deduction

See Eligibility chapter for a definition of elderly and disabled families and Chapter 5 for a discussion of the deduction. SNRHA must verify the head, spouse, or co-head is 62 years of age or older or a person with disabilities.

6-IV.B. MEDICAL EXPENSE DEDUCTION

Policies related to medical expenses are found in Chapter 5.

Amount of Expense

SNRHA Policy

SNRHA will provide a third-party verification form directly to the medical provider requesting the needed information.

Medical expenses will be verified through:

Third-party verification form signed by the provider, when possible.

If third-party is not possible, copies of cancelled checks used to make medical expense payments and/or printouts or receipts from the source will be used. In this case SNRHA will make a best effort to determine what expenses from the past are likely to continue to occur in the future. SNRHA will also accept evidence of monthly payments or total payments due for medical expenses during the upcoming 12 months.

In addition, SNRHA must verify:

- The household is eligible for the deduction.
- The costs to be deducted are qualified medical expenses.
- The expenses are not paid for or reimbursed by any other source.
- Costs incurred in past years are counted only once.



Eligible Household

The medical expense deduction is permitted only for households in which the head, spouse, or co-head is at least 62, or a person with disabilities. SNRHA must verify the family meets the definition of an elderly or disabled family provided in the Eligibility chapter of this plan.

Qualified Expenses

To be eligible for the medical expenses deduction, the costs must qualify as medical expenses. See Chapter 5 for SNRHA policy on what counts as a medical expense.

Unreimbursed Expenses

To be eligible for the medical expenses deduction, the costs must not be reimbursed by another source.

SNRHA Policy

The family will be required to certify the medical expenses are not paid or reimbursed to the family from any source.

Expenses Incurred in Past Years

SNRHA Policy

When anticipated costs are related to on-going payment of medical bills incurred in past years, SNRHA will verify:

- The anticipated repayment schedule
- The amounts paid in the past, and
- Whether the amounts to be repaid have been deducted from the family's annual income in past years

6-IV.C. DISABILITY ASSISTANCE EXPENSES

Policies related to disability assistance expenses are found in Chapter 5.

Amount of Expense

Attendant Care

SNRHA Policy

SNRHA will provide a third-party verification form directly to the care provider requesting the needed information.

Expenses for attendant care will be verified through:

- Third-party verification form signed by the provider, when possible.
- If third-party is not possible, copies of cancelled checks used to make attendant care payments and/or receipts from care source.
- If third-party or document review is not possible, written family certification as to costs anticipated to be incurred for the upcoming 12 months.



Auxiliary Apparatus

SNRHA Policy

Expenses for auxiliary apparatus will be verified through:

Third-party verification of anticipated purchase costs of auxiliary apparatus. If third-party is not possible, billing statements for purchase of auxiliary apparatus, or other evidence of monthly payments or total payments due for the apparatus during the upcoming 12 months.

If third-party or document review is not possible, written family certification of estimated apparatus costs for the upcoming 12 months.

In addition, SNRHA must verify:

The family member for whom the expense is incurred is a person with disabilities.

The expense permits a family member, or members, to work (see Chapter 5).

The expense is not reimbursed from another source (see Chapter 5).

The expense does not exceed the amount of the earned income of the individual freed for work.

Family Member is a Person with Disabilities

To be eligible for the disability assistance expense deduction, the costs must be incurred for attendant care or auxiliary apparatus expense associated with a person with disabilities. SNRHA will verify the expense is incurred for a person with disabilities.

Family Member(s) Permitted to Work

SNRHA must verify the expenses claimed actually enable a family member, or members, (including the person with disabilities) to work.

SNRHA Policy

SNRHA will seek third-party verification from a Rehabilitation Agency or knowledgeable medical professional indicating the person with disabilities requires attendant care or an auxiliary apparatus to be employed, or the attendant care or auxiliary apparatus enables another family member, or members, to work.

If third-party and document review verification has been attempted and is either unavailable or proves unsuccessful, the family must certify the disability assistance expense frees a family member, or members (possibly including the family member receiving the assistance) to work.

Unreimbursed Expenses

To be eligible for the disability expenses deduction, the costs must not be reimbursed by another source.



SNRHA Policy

An attendant care provider will be asked to certify, to the best of the provider's knowledge, the expenses are not paid by or reimbursed to the family from any source. The family will be required to certify attendant care or auxiliary apparatus expenses are not paid by or reimbursed to the family from any source.

6-IV.D. CHILD CARE EXPENSES

SNRHA must verify:

- The child is eligible for care.
- The costs claimed are not reimbursed.
- The costs enable a family member to pursue an eligible activity.
- The costs are for an allowable type of childcare.
- The costs are reasonable if seeking employment or furthering education.

Eligible Child

To be eligible for the childcare deduction, the costs must be incurred for the care of a child under the age of 13. SNRHA will verify the child being cared for (including foster children) is under the age of 13.

Unreimbursed Expense

To be eligible for the childcare deduction, the costs must not be reimbursed by another source.

SNRHA Policy

The childcare provider will be asked to certify, to the best of the provider's knowledge, the childcare expenses are not paid by or reimbursed to the family from any source. The family will be required to certify the childcare expenses are not paid by or reimbursed to the family from any source.

SNRHA must verify the family member(s) identified as being enabled to seek work, pursue education, or be gainfully employed, are actually pursuing those activities.

Information to be Gathered

SNRHA will verify information about how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the time required for study (for students), the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

Seeking Work

Whenever possible, SNRHA will use documentation from a state or local agency that monitors work-related requirements (e.g., welfare or unemployment.) In such cases, SNRHA will request verification from the agency of the member's job seeking efforts to date and require the family to submit to SNRHA any reports provided to the other agency.



In the event third-party verification is not available, SNRHA will provide the family with a form on which the family member must record job search efforts. SNRHA will review this information at each subsequent reexamination for which this deduction is claimed.

Furthering Education

SNRHA will ask the academic or vocational educational institution verify the person permitted to further his or her education by the childcare is enrolled and provide information about the timing of classes for which the person is registered

Gainful Employment

SNRHA will seek verification from the employer of the work schedule of the person who is permitted to work by the childcare. In cases in which two (2) or more family members could be permitted to work, the work schedules for all relevant family members may be verified.

Allowable Type of Child Care

The type of care to be provided is determined by the family.

SNRHA Policy

SNRHA will verify the type of childcare selected by the family is allowable, as described in Chapter 5.

SNRHA will verify the fees paid to the childcare provider cover only childcare costs (e.g., no housekeeping services or personal services) and are paid only for the care of an eligible child (e.g., prorate costs if some of the care is provided for ineligible family members.)

SNRHA will verify the childcare provider is not a family member residing in the household. Verification will be made through the head of household's declaration of family members who are expected to reside in the unit.

Reasonableness of Expenses

Only reasonable childcare costs can be deducted for seeking employment or furthering education.

SNRHA Policy

To verify the childcare costs are reasonable, the actual costs incurred by the family will be compared with SNRHA's established standards of reasonableness for the type of care in the locality to ensure the costs are reasonable.

If the family presents a justification for costs exceeding typical costs in the area, SNRHA will request additional documentation, as required, to support a determination that the higher cost is appropriate.

SNRHA will send out our childcare verification form when child care expenses are being verified. This form must be completed with all questions answered and returned by mail, email, or fax. This form will be the only verification childcare form acceptable by our agency. Private childcare providers that do not have tax identification numbers must complete the section requesting their social security numbers or their INS number.



Written verification from the person who receives the payments is required. If the child care provider is licensed, the provider is required to provide their Employment Identification Number.

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

Families must certify as to whether any of those payments have been or will be paid or reimbursed by outside sources.

U.S. Department of Housing and Urban Development Office of Public and Indian Housing
The New HUD Regulation: 24 CFR 5.233. Effective January 31, 2010, all PHAs are required to use the EIV system in its entirety. This means SNRHA must use all features of the EIV system to:

- a. Verify participant employment and income information during mandatory reexaminations of family composition and income in accordance with 24 CFR §5.236, and HUD administrative guidance; and
- b. Reduce administrative and subsidy payment errors in accordance with HUD administrative guidance.

All PHAs are required to review the EIV Income and IVT Report of each family before or during mandatory annual and interim reexaminations of family income and/or composition to reduce participant under reporting of income and improper subsidy payments. EIV is classified as an UIV technique (or automated written third party verification), which helps to identify income sources and/or amounts the participant may not have disclosed. This UIV technique in many instances will reduce the need to mail, email, or fax third party verification request forms to an income source. EIV also provides various reports to assist PHAs with the following:

- a. Identifying participants whose reported personal identifiers do not match the SSA database;
- b. Identifying participants who need to disclose a SSN;
- c. Identifying participants whose alternate identification number (Alt ID) needs to be replaced with a SSN;
- d. Identifying participants who may not have reported complete and accurate income information;
- e. Identifying participants who have started a new job;
- f. Identifying participants who may be receiving duplicate rental assistance;
- g. Identifying participants who are deceased and possibly continuing to receive rental assistance;
- h. Identifying former participants of PIH rental assistance programs who voluntarily or involuntarily left the program and have a reportable adverse status and/or owe money to a PHA or Section 8 landlord.



Verification Hierarchy:

PHAs are required to access the EIV system and obtain an Income Report for each household. The PHA is required to maintain the Income Report in the participant file along with the form HUD-50058 and other supporting documentation to support income and rent determinations for all mandatory annual reexaminations of family income and composition. If the Income Report does not contain any employment and income information for the family, the PHA should attempt the next lower level verification technique, as noted in the below chart.

Level Verification Technique Ranking:

- 6 Upfront Income Verification (UIV)** using HUD's Enterprise Income Verification (EIV) system (not available for income verifications of applicants) **Highest** (Mandatory)
- 5 Upfront Income Verification (UIV)** using non-HUD system **Highest** (Optional)
- 4 Written third Party Verification High** (Mandatory to supplement EIV-reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory when participant disputes EIV reported employment and income information **and** is unable to provide acceptable documentation to support dispute)
- 3 Written Third Party Verification Form**
Medium-Low (Mandatory if written third party verification documents are not available or rejected by the PHA; and when the applicant or participant is unable to provide acceptable documentation)
- 2 Oral Third Party Verification Low** (Mandatory if written third party verification is not available) Must document file narrative when this verification system is used.
- 1 Participant Declaration Low** (Use as a last resort when unable to obtain any type of third party verification)

Note: This verification hierarchy applies to income determinations for applicants and participants. However, EIV is not available for verifying income of applicants.

Verification Technique Definitions Third Party Verification Techniques Upfront Income Verification (UIV) (Level 6/5): The verification of income before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a number of individuals. It should be noted the EIV system is available to all PHAs as a UIV technique. PHAs are encouraged to continue using other non-HUD UIV tools, such as The Work Number (an automated verification system) and state government databases, to validate participant-reported income.



Written Third Party Verification (Level 4): An original or authentic document generated by a third party source dated either within the 60 calendar day period preceding the reexamination or PHA request date. Such documentation may be in the possession of the participant (or applicant), and is commonly referred to as participant-provided documents. It is the Department's position that such participant-provided documents are written third party verification since these documents originated from a third party source. The PHA may, at its discretion, reject any participant-provided documents and follow up directly with the source to obtain necessary verification of information.

Examples of acceptable participant-provided documentation (generated by a third party source) include, but are not limited to: pay stubs, payroll summary report, employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices. Current acceptable participant-provided documents must be used for income and rent determinations.

The PHA is required to obtain at a minimum, four (4) current and consecutive pay stubs for determining annual income from wages. For new income sources or when two (2) pay stubs are not available, the PHA should project income based on the information from a traditional written third party verification form or the best available information.

Note: Documents older than 60 calendar days (from the PHA interview/determination or request date) is acceptable for confirming effective dates of income.

Written Third Party Verification Form (Level 3): Also, known as traditional third party verification. A standardized form to collect information from a third party source. The form is completed by the third party by hand (in writing or typeset.) PHAs send the form directly to the third party source by mail, fax, or email.

It is the Department's position that the administrative burden and risk associated with use of the traditional third party verification form may be reduced by PHAs relying on acceptable documents generated by a third party, but in the possession of and provided by the participant (or applicant). Many documents in the possession of the participant are derived from third party sources (i.e. employers, federal, state and/or local agencies, banks, etc.).

The Department recognizes that third party verification request forms sent to third party sources often are not returned. In other instances, the person who completes the verification form may provide incomplete information; or some participants may collude with the third party source to provide false information; or the participant intercepts the form and provides false information.

The Department requires PHAs rely on documents originated from a third party source's computerized system and/or database, as this process reduces the likelihood of incorrect or falsified information being provided on the third party verification request form. The use of acceptable participant-provided documents, which originate from a third party source, will improve the integrity of information used to determine a family's income and rent and ultimately reduce improper subsidy payments. This verification process will also streamline the income verification process.



Oral Third Party Verification (Level 2): Independent verification of information by contacting the individual income/expense source(s), as identified through the UIV technique or identified by the family, via telephone or in-person visit. PHA staff should document in the participant file, the date and time of the telephone call (or visit to the third party), the name of the person contacted and telephone number, along with the confirmed information. This verification method is commonly used in the event the independent source does not respond to the PHA’s faxed, mailed, or e- mailed request for information in a reasonable time frame, i.e., ten (10) business days.

Non-Third Party Verification Technique Participant Declaration (Level 1): The participant submits an affidavit or notarized statement of reported income and/or expenses to the PHA. This verification method should be used as a last resort when the PHA has not been successful in obtaining information via all other verification techniques. When the PHA relies on participant declaration, the PHA must document in the participant file why third party verification was not available.

Exceptions to Third Party Verification Requirements

HUD is aware in some situations, third party verification is not available for a variety of reasons. Oftentimes, the PHA may have made numerous attempts to obtain the required verifications with no success, or it may not be cost-effective to obtain third party verification of income, assets, or expenses, when the impact on total tenant payment is minimal. In these cases, the PHA is **required to document in the family file the reason(s) why third party verification was not available.**

The exception to third party verification can be found at 24 CFR §960.259(c) (1) and §982.516(a) (2), which states, “The PHA must obtain and document in the family file third party verification of the following factors, **or must document in the file why third party verification was not available.**”

Third party verification requirements. In accordance with 24 CFR §960.259(c) (1) and 24 CFR §982.516(a) (2) for the Public Housing and the HCV programs, respectively, the PHA must obtain and document in the participant file third party verification of the following factors, or must document in the participant file why third party verification was not available: (i) reported family annual income; (ii) the value of assets; (iii) expenses related to deductions from annual income; and (iv) other factors that affect the determination of adjusted income.

How to comply with and reduce administrative burden of third party verification requirements of family annual income .

PHAs can comply with and reduce administrative burden of third party verification requirements for employment, wage, unemployment compensation and social security benefits, and any other information that is verifiable using EIV by:

- a. Reviewing the EIV Income and IVT Report to confirm/validate participant-reported income; and;
- b. Printing and maintaining an EIV Income Report (or an EIV Individual Control Number (ICN) page for interim reexaminations as prescribed in Section 12 of this Notice) in the participant file; and
- c. Obtaining current acceptable participant-provided documentation to supplement EIV information; and



- d. Using current participant-provided documentation and/or third party verification to calculate annual income.

Note: Social Security benefit information in EIV is updated every three (3) months. If the participant agrees with the EIV-reported benefit information, PHAs do not need to obtain or request a benefit verification letter from the participant. See PIH Notice 2010-03 for guidance on verifying Social Security benefit income through the EIV system.

The PHA may also reduce the administrative burden of obtaining third party verification by relying on acceptable documents generated by a third party, but provided by the participant. Many documents in the possession of the participant are derived from third party sources (i.e. employers, federal, state and/or local agencies, banks, etc.).

When the PHA is required to request written third party verification. The PHA must request written third party verification under the following circumstances:

- a. When the participant disputes the EIV information and is unable to provide acceptable documentation to support his/her dispute (24 CFR §5.236(b));
- b. When the PHA requires additional information not available in EIV and /or the participant is unable to provide the PHA with current acceptable participant-provided documentation.

Examples of additional information, includes but is not limited to:

- i. Effective dates of income (i.e. employment, unemployment compensation, or social security benefits)
- ii. For new employment: pay rate, number of hours worked per week, pay frequency, etc.
- iii. Confirmation of change in circumstances (i.e. reduced hours, reduced rate of pay, temporary leave of absence, etc.)

Note: 24 CFR §5.236(a), prohibits PHAs from taking adverse action based solely on EIV information.

Type of file documentation required to demonstrate PHA compliance with mandated use of EIV as a third party source to verify participant employment and income information (24 CFR §5.233(a)(2)(i)).

- A. For each new admission (form HUD-50058 action type 1), the PHA is required to do the following:
 - i. Review the EIV Income and IVT Report to confirm/validate family-reported income within 120 calendar days of the PIC submission date; and
 - ii. Print and maintain a copy of the EIV Income Report in the participant file; and
 - iii. Resolve any income discrepancy with the family within 60 calendar days of the EIV Income and IVT Report date.



- B.** For each historical adjustment (form HUD-50058 action type 14), the PHA is required to do the following:
- i.** Review the EIV Income and IVT Report to confirm/validate family-reported income within 120 calendar days of the PIC submission date; and
 - ii.** Print and maintain a copy of the EIV Income Report in the participant file; and
 - iii.** Resolve any income discrepancy with the family within 60 calendar days of the EIV Income and IVT Report date.
- C.** For each interim reexamination (form HUD-50058 action type 3) of family income and composition, the PHA is required to have the following documentation in the participant file:
- i. ICN Page** when there is **no** household income discrepancy noted on the household's Income Discrepancy Report tab or Income Discrepancy Report. (PHAs have the discretion to print the EIV Income report, however, only the ICN page is required.) See sample screen shot below.

Note: The ICN Page is available from the Summary Report tab. See sample screen shot below:

- ii. EIV Income and IVT Report** when there **is** an income discrepancy noted on the household's Income Discrepancy Report tab or Income Discrepancy Report. See sample screen shot below.
- D.** For each annual reexamination of family income and composition, the PHA is required to have the following documentation in the participant file:
- i. No Dispute of EIV Information:** EIV Income Report, current acceptable participant-provided documentation, and *if necessary* (as determined by the PHA), traditional third party verification form(s). See examples 1 and 3 below.
 - ii. Disputed EIV Information:** EIV Income report, current acceptable participant provided documentation, and/or traditional third party verification form(s) for disputed information. See example 2 below.
 - iii. Participant-reported income not verifiable through EIV system:** Current participant-provided documents, and *if necessary* (as determined by the PHA), traditional third party verification form(s). See example 3 below.

Example 1: No Disputed EIV Information & Participant Provided Documents

You are conducting an annual re-exam with participant, Mary Jones. Ms. Jones reports she is employed at the ABC Box Company. You pull-up the EIV income and IVT report for the Jones family, which shows quarterly wages from the ABC Box Company for the full year of 2008, and the first two (2) quarters of 2009. Last year's (2009) annual re-exam reflects wages from the same employer. There is no other income information on the report. The PHA may streamline the income verification process by requesting Ms. Jones provide current pay stubs dated within the last 60 calendar days of the interview or PHA request date. The PHA must obtain a minimum of two (2) current and consecutive pay stubs from Ms. Jones. Since there is no disparity between participant-



reported and EIV-reported income, the PHA may obtain original and current participant-provided pay stubs to calculate annual income.

The PHA may **not** use quarterly EIV wage (or unemployment benefit) information to calculate annual income since this information is at least six (6) months old and more current income information (from pay stubs) is available.

Example 2: Disputed EIV Information & No Participant-Provided Documents

You are conducting an annual re-exam with participant, Bob Miller. Mr. Miller reports his only source of income is monetary support from his sister, Betty Miller. You pull-up the EIV income and IVT report for the Miller family, which shows quarterly wages from Home Depot for the full year of 2008, and the first two (2) quarters of 2009. There is no other income information on the EIV report. Last year's (2009) annual re-exam reflects no wage information and only source of income is other non-wage income (monetary support from family member.)

You inform Mr. Miller the EIV system shows wages from Home Depot and ask him to provide you with current pay stubs. Mr. Miller states he does not work there and has no pay stubs.

Because Mr. Miller disputes the EIV-reported income and is unable to provide documents to support his dispute, the PHA **must** request written third party verification from Home Depot. You mail a third party verification request form to the address listed for Home Depot. A few calendar days later, you receive the third party verification request form back from Home Depot, which indicates Mr. Miller has been employed there since January 5, 2008, and a payroll summary report, showing Mr. Miller's bi-weekly gross and net pay since January 2008. Since the disputed EIV information has been confirmed to be correct by the independent third party source (Home Depot), the PHA will use the income information from the payroll summary report to calculate annual income. The PHA would also calculate the retroactive rent (using the information provided by Home Depot) since Mr. Miller failed to disclose his employment at the 2008 and 2009, annual re-exams.

The PHA would also inform Mr. Miller of this retroactive rent and take action according to PHA-established policies.

Example 3: Participant Unreported Income, Income not Verifiable through EIV & Participant-Provided Documents

You are conducting an annual re-exam with participant, Sharon Duvet. Ms. Duvet reports her only source of income is child support and provides you with four (4) current and consecutive child support pay stubs. You pull-up the EIV Income and IVT Report for the Duvet family, which shows: hire date at the District Police Department effective January 9, 2005; quarterly wages from the District Police Department for the full years of 2005, 2006, 2007, and 2008, and the first two (2) quarters of 2009. There is no other income information on the EIV Income and IVT Report. Last year's (2009) annual re-exam reflects income from only child support. You inform Ms. Duvet the EIV system is showing wages from the District Police Department and ask her to provide you with



current pay stubs. Ms. Duvet admits she has been working at the District Police Department and indicates she can provide you with current pay stubs. You inform Ms. Duvet you will also have to calculate her retroactive rent for the previous years in which she did not disclose her employment. You go over the EIV-reported wages with Ms. Duvet and she indicates she does not dispute the information.

Since Ms. Duvet does not dispute the EIV-reported information, the PHA may use the participant provided documents to calculate income and rent for the 2010 annual reexam, and use the EIV-reported earnings for years 2005 through 2008, to calculate the retroactive rent Ms. Duvet will owe. The PHA should require Ms. Duvet provide her last pay stub from 2009, or her 2009 W-2, to calculate the retroactive rent for 2009. The PHA will use the participant-provided child support pay stubs (child support income is not available in EIV) to calculate annual income from this source.

What if the participant does *not* provide the PHA with requested information? If the participant does not provide the requested information, the PHA may mail, email, or fax a third party verification request form to the third party source. The PHA is ***required*** to request third party verification when the participant disputes EIV information and the participant is unable to provide acceptable documentation to support disputed information. However, the PHA should ***also*** remind the participant that he/she is required to supply any information requested by the PHA for use in a regularly scheduled annual or interim reexamination of family income and composition.

The PHA may determine the participant is not in compliance with program requirements and terminate tenancy or assistance, or both, if the participant fails to provide the requested information in a timely manner (as prescribed by the PHA.)

How to use EIV to reduce administrative and subsidy payment errors. EIV has the ability to identify other potential issues which may impact a family's level of assistance. EIV contains stand-alone reports, which a PHA may generate at any time (i.e. Deceased Participants Report, New Hires Report, Multiple Subsidy Report, Identity Verification Report, Income Discrepancy Report, Debts Owed to PHAs & Termination Report, and Immigration Report.)

However, it should be noted the information from these stand-alone reports are contained in the Income Report for each household. PHAs are required to address any and all potential issues at the time of the annual or interim reexam, as conveyed in the Income Report. PHAs may use the stand-alone reports to monitor staff's progress in reducing the following administrative and subsidy payment errors by using the listed reports:

- a. Incorrect/invalid SSNs/name/date of birth – Identity Verification Report
- b. Follow-up with families who need to disclose a SSN – Immigration Report
- c. Duplicate rental assistance – Multiple Subsidy Report
- d. Unreported increase in income – Income discrepancy Report
- e. Improper payments on behalf of deceased participants – Deceased Participants Report
- f. Unreported new employment (PHAs with interim increase policy) – New Hires Report



g. Adverse Termination/Outstanding Debt to PHA – Debts Owed to PHAs & Termination Search

In order to ensure PHAs are aware of potential subsidy payment errors, PHAs are **required** to monitor the following EIV reports on a monthly basis:

1. Deceased Participants Report
2. Identity Verification Report
3. Immigration Report

In order to ensure PHAs are aware of potential subsidy payment errors, PHAs are **required** to monitor the following EIV reports on a quarterly basis:

1. Income Discrepancy Report
2. Multiple Subsidy Report (and at Admissions)
3. New Hires Report (if your agency has an interim increase policy)

How to use the EIV Income Report as a third party source to verify participant employment and income information. The EIV Income Report provides a variety of information about each household member of the family. The report contains the following information for each household member:

- A. Personal identifiers: name, date of birth, and SSN
- B. Identity verification status (pending, verified, deceased, or failed)
- C. Employment information

1. New Hire Information (W-4)

- a. Date hired
- b. Employer name

2. Employer name, address, and employer identification number of current and past employers.

3. Quarterly Earnings

- a. Quarterly unemployment compensation
- b. Social Security benefit information

4. Social Security (SS) Benefits

- a. Payment status code
- b. Date of current entitlement
- c. Current net monthly benefit amount (if payable)
- d. Gross monthly benefit history (last 8 changes in benefit amount)
- e. Lump sum payment amount and date
- f. Payee name and address

5. Dual Entitlement (Social Security benefits under another person's SSN)

- a. Claim Number (the other person's SSN)
- b. Payment status code
- c. Date of current entitlement
- d. Current net monthly benefit amount (if payable)



- e. Gross monthly benefit history (last 8 changes in benefit amount)
- f. Payee name and address

6. Supplemental Security Income (SSI)

- a. Payment status code
- b. Alien indicator
- c. Current net monthly benefit amount
- d. Current monthly state supplement benefit amount (if available)
- e. Gross monthly benefit history (last 8 changes in benefit amount)
- f. Payee name and address

7. Medicare Data

- a. Payee name and address
- b. Monthly hospital insurance premium amount, buy-in status, and buy-in start and end dates
- c. Monthly supplemental medical insurance premium amount, buy-in status, and buy-in start and end dates
- d. Disability status and onset date
- e. Identity verification status
- f. Indicator of possible multiple rental subsidy
- g. Indicator of debt and/or termination information from another PHA (effective September 2010)

All EIV Income Reports contain the date the report was generated and by whom; and the date EIV received each type of information. To minimize participant underreporting of income, PHAs are required to obtain an EIV Income Report for each family any time the PHA conducts an annual or interim reexamination of family income and composition.

In accordance with 24 CFR §5.236(b) (2) (3), PHAs are required to compare the information on the EIV report with the family-reported information. If the EIV report reveals an income source not reported by the participant or a substantial difference in the reported income information, the PHA is required to take the following actions:

1. Discuss the income discrepancy with the participant; and
2. Request the participant to provide any documentation to confirm or dispute the unreported or underreported income and/ or income sources; and
3. In the event the participant is unable to provide acceptable documentation to resolve the income discrepancy, the PHA is required to request from the third party source, any information necessary to resolve the income discrepancy; and
4. If applicable, determine the participant's underpayment of rent as a result of unreported or underreported income, retroactively*; and
5. Take any other appropriate action as directed by HUD or the PHA's administrative policies.



*The PHA is required to determine the retroactive rent as far back as the existence of complete file documentation (form HUD-50058 and supporting documentation) to support such retroactive rent determinations.

Note: A substantial difference is defined as an amount equal to or greater than \$2,400, annually. The participant must be provided an opportunity to contest the PHA's determination of participant rent underpayment. HUD regulations require PHAs to promptly notify participants in writing of any adverse findings made on the basis of the information verified through the aforementioned income discrepancy resolution process. The participant may contest the findings in accordance with the PHA's established grievance procedures, as required by HUD. The PHA may not terminate, deny, suspend, or reduce the family's assistance until the expiration of any notice or grievance period.

When there is an unsubstantial or no disparity between participant-reported and EIV-reported income information, the PHA is required to obtain from the participant, any necessary documentation to complete the income determination process. As noted previously, the PHA may reject any participant-provided documentation, if the PHA deems the documentation unacceptable. The PHA may reject documentation provided by the participant for only the following HUD-approved reasons:

1. The document is not an original; or
2. The original document has been altered, mutilated, or is not legible; or
3. The document appears to be a forged document (i.e. does not appear to be authentic).

The PHA should explain to the participant, the reason(s) the submitted documents are not acceptable and request the participant to provide additional documentation. If at any time, the participant is unable to provide acceptable documentation that the PHA deems necessary to complete the income determination process, the PHA is required to submit a traditional third party verification form to the third party source for completion and submission to the PHA.

If the third party source does not respond to the PHA's request for information, the PHA is required to document the participant file of its attempt to obtain third party verification and that no response to the third party verification request was received.

The PHA should then pursue lower level verifications in accordance with the verification hierarchy listed in section 8 of this notice.

Participant Repayment Agreement. Participants are required to reimburse the PHA if they were charged less rent than required by HUD's rent formula due to the participant's underreporting or failure to report income. The participant is required to reimburse the PHA for the difference between the participant rent that should have been paid and the participant rent that was charged. This rent underpayment is commonly referred to as retroactive rent. If the participant refuses to enter into a repayment agreement or fails to make payments on an existing or new repayment agreement, the PHA **must** terminate the family's tenancy or assistance, or both. HUD does **not** authorize any PHA-sponsored amnesty or debt forgiveness programs.



All repayment agreements must be in writing, dated, signed by both the participant and the PHA, include the total retroactive rent amount owed, amount of lump sum payment made at time of execution, if applicable, and the monthly repayment amount. At a minimum, repayment agreements must contain the following provisions:

- a. Reference to the paragraphs in the Public Housing lease or Section 8 information packet whereby the participant is in non-compliance and may be subject to termination of tenancy or assistance, or both.
- b. The monthly retroactive rent repayment amount is in addition to the family's regular rent contribution and is payable to the PHA.
- c. Late and missed payments constitute default of the repayment agreement and may result in termination of tenancy and/or assistance unless balance is paid in full no later than the last day of the month of the default.

PHAs are required to determine retroactive rent amount as far back as the PHA has documentation of family reported income. For example, if the PHA determines that the family has not reported income for a period of five (5) years and only has documentation for the last three (3) years, the PHA is only able to collect for those years.

SNRHA shall offer the opportunity to all household to provide additional contact information on the HUD form 92006 at the time of application. Families are not required to supply the information but SNRHA shall offer the family an opportunity to complete the form.

EXHIBIT 6-1: SUMMARY OF DOCUMENTATION REQUIREMENTS FOR NONCITIZENS [HCV GB, pp. 5-9 and 5-10]

- All noncitizens claiming eligible status must sign a declaration of eligible immigrant status on a form acceptable to the PHA.
- Except for persons 62 or older, all noncitizens must sign a verification consent form
- Additional documents are required based upon the person's status.

Elderly Noncitizens

- A person 62 years of age or older who claims eligible immigration status also must provide proof of age such as birth certificate, passport, or documents showing receipt of SS old-age benefits.

All other Noncitizens

- Noncitizens that claim eligible immigration status also must present the applicable USCIS document. Acceptable USCIS documents are listed below.



<ul style="list-style-type: none"> • Form I-551 Alien Registration Receipt Card (for permanent resident aliens) • Form I-94 Arrival-Departure Record annotated with one of the following: <ul style="list-style-type: none"> • “Admitted as a Refugee Pursuant to Section 207” • “Section 208” or “Asylum” • “Section 243(h)” or “Deportation stayed by Attorney General” • “Paroled Pursuant to Section 221 (d)(5) of the USCIS” 	<ul style="list-style-type: none"> • Form I-94 Arrival-Departure Record with no annotation accompanied by: <ul style="list-style-type: none"> • A final court decision granting asylum (but only if no appeal is taken); • A letter from a USCIS asylum officer granting asylum (if application is filed on or after 10/1/90) or from a USCIS district director granting asylum (application filed before 10/1/90); • A court decision granting withholding of deportation; or • A letter from an asylum officer granting withholding or deportation (if application filed on or after 10/1/90).
<ul style="list-style-type: none"> • Form I-688 Temporary Resident Card annotated “Section 245A” or Section 210”. 	Form I-688B Employment Authorization Card annotated “Provision of Law 274a. 12(11)” or “Provision of Law 274a.12”.
<ul style="list-style-type: none"> • A receipt issued by the USCIS indicating that an application for issuance of a replacement document in one of the above listed categories has been made and the applicant’s entitlement to the document has been verified; or • Other acceptable evidence. If other documents are determined by the USCIS to constitute acceptable evidence of eligible immigration status, they will be announced by notice published in the <i>Federal Register</i> 	



Chapter 7

BRIEFINGS AND VOUCHER ISSUANCE

INTRODUCTION

This chapter explains the briefing and voucher issuance process. When a family is determined eligible for the Housing Choice Voucher (HCV) program, SNRHA must ensure the family fully understands the way the program operates and the family's obligations under the program. This is accomplished through both an oral briefing and provision of a briefing packet containing written documentation of information the family needs to know. Once the family is briefed on the program's requirements, SNRHA issues the family a voucher. The voucher includes the unit size the family qualifies for based on SNRHA's subsidy standards, as well as the dates of issuance and expiration of the voucher. The voucher is the document permitting the family to begin its search for a unit, and limits the amount of time the family has to successfully locate an acceptable unit.

This chapter describes HUD regulations and SNRHA policies related to these topics in two (2) parts:

Part I: Briefings and Family Obligations. This part details the program's requirements for conducting oral briefings for families, and for providing written materials describing the program and its requirements. It includes a particular focus on the family's obligations under the program.

Part II: Subsidy Standards and Voucher Issuance. This part discusses SNRHA's standards for determining how many bedrooms a family (of a given composition) qualifies for, which in turn affects the amount of subsidy the family can receive. It also discusses the policies dictating how vouchers are issued and how long families have to locate a unit.

PART I: BRIEFINGS AND FAMILY OBLIGATIONS

7-I.A. OVERVIEW

SNRHA's goals and objectives are designed to assure families selected to participate are equipped with the tools necessary to locate an acceptable housing unit. Families are provided sufficient knowledge and information regarding the program and how to achieve maximum benefit while complying with program requirements. When eligibility has been determined, SNRHA will conduct a mandatory briefing to ensure families know how the program works. The briefing will provide a broad description of owner and family responsibilities, SNRHA procedures, and how to lease a unit. The family will also receive a briefing packet that provides more detailed information about the program including the benefits of moving outside areas of poverty and minority concentration. This Chapter describes how briefings will be conducted, the information provided to families, and the policies for how changes in the family composition will be handled.



HUD regulations require SNRHA conduct mandatory briefings for applicant families. The briefing provides a broad description of owner and family responsibilities, explains SNRHA's procedures, and includes instructions on how to lease a unit. This part describes how oral briefings will be conducted, specifies what written information will be provided to families, and lists the family's obligations under the program.

ISSUANCE OF VOUCHERS [24 CFR 982.204(d), 982.54(d) (2)]

When funding is available, SNRHA will issue Vouchers to applicants whose eligibility has been determined. The number of Vouchers issued will be designed to ensure SNRHA stays as close as possible to 100 percent lease-up and maximizes SNRHA annual budget authority. SNRHA performs a monthly calculation manually to determine whether applications can be processed, the number of Vouchers that can be issued, and to what extent SNRHA can over-issue (issue more Vouchers than the budget allows to achieve lease-up because some families will not lease.)

SNRHA may over-issue Vouchers only to the extent necessary to meet leasing goals. If SNRHA finds it is over-leased, it must adjust future issuance of Vouchers in order not to exceed the ACC budget limitations over the fiscal year.

7-I.B. BRIEFING [24 CFR 982.301]

SNRHA must provide the family an oral briefing and provide a briefing packet containing written information about the program. Families may be briefed individually or in groups. At the briefing, SNRHA must ensure effective communication in accordance with Section 504 requirements (Section 504 of the Rehabilitation Act of 1973), and ensure the briefing site is accessible to individuals with disabilities. For a more thorough discussion of accessibility requirements, refer to Chapter 2.

SNRHA Policy

Briefings will be conducted in group or individual meetings. Families who attend group briefings and still have the need for individual assistance will be referred to their assigned Occupancy Specialist.

Briefings will be conducted in English. Briefings will also be conducted in Spanish, as requested prior to the briefing date and time and may be one-on-one. As noted in the policy on individuals who are Limited English Proficient, if any eligible population group grows enough, briefings will be conducted (and material provided) in those other languages. See LEP policy in Chapter 2 and Addendum B.

The purpose of the briefing is to explain how the program works and the documents in the Voucher holder's packet to families so they are fully informed about the program. This will not only provide knowledge of the program but also enable participants to utilize the program to their full advantage. It will also prepare clients to discuss leasing options with potential owners and property managers.



SNRHA will not issue a Voucher to a family unless the household representative attends a briefing and signs the Voucher. The voucher will only be signed by the head-of-household (HoH) or spouse (SNRHA must have a copy of the marriage certificate on file in order for the spouse to sign) or person with power of attorney for the HoH (SNRHA must have a copy of the power of attorney on file.) Applicants who provide prior notice of inability to attend a briefing will automatically be scheduled for the next briefing. SNRHA will conduct additional or individual briefings for families with verified disabilities at their home, upon request by the family, if required as a reasonable accommodation.

Notification and Attendance

SNRHA Policy

Families will be notified of their eligibility for assistance at the time they are invited to attend a briefing. The notice will identify who is required to attend the briefing, as well as the date and time of the scheduled briefing.

All returned mail will be checked against the full application to verify if a secondary address is listed, and if so the letter will be sent to that address. If the notice is returned by the post office and there is no second address, the applicant will be withdrawn and their name will not be placed back on the waiting list.

Applicants who fail to attend a scheduled briefing will automatically be scheduled for a final briefing. SNRHA will notify the family of the date and time of the final scheduled briefing. Applicants who fail to attend two (2) scheduled briefings, without SNRHA approval, will be denied assistance.

Oral Briefing [24 CFR 982.301(a)]

Each briefing must provide information on the following subjects:

- How the Housing Choice Voucher program works
- Family and owner responsibilities
- Where the family can lease a unit, including renting a unit inside or outside SNRHA's jurisdiction
- For families eligible under portability, an explanation of portability. SNRHA cannot discourage eligible families from moving under portability. All families attending the briefing receive portability information and requirements.
- For families living in high-poverty census tracts, an explanation of the advantages of moving to areas outside of high-poverty concentrations and
- For families receiving welfare-to-work vouchers, a description of any local obligations of a welfare-to-work family and an explanation that failure to meet the obligations is grounds for denial of admission or termination of assistance.



SNRHA Policy

When SNRHA-owned units are available for lease, SNRHA will inform the family during the oral briefing that the family has the right to select any eligible unit available for lease, and is not obligated to choose a SNRHA-owned unit.

Briefing Packet [24 CFR 982.301(b)]

If the family includes a person with disabilities, SNRHA will ensure compliance with CFR 8.6 to ensure effective communication. Additionally, persons who qualify for Mainstream Voucher and said vouchers are available, shall be issued that voucher type.

Documents and information provided in the briefing packet must include the following:

- The term of the voucher and SNRHA's policies on any extensions or suspensions of the term (Tolling.) If SNRHA allows extensions, the packet must explain how the family can request an extension and provide the form.
- A description of the method used to calculate the housing assistance payment for a family, including how SNRHA determines the payment standard for a family, how SNRHA determines total tenant payment for a family, and information on the payment standard and utility allowance schedule.
- An explanation of how SNRHA determines the maximum allowable rent for an assisted unit.
- Where the family may lease a unit. For a family that qualifies to lease a unit outside SNRHA jurisdiction under portability procedures, the information must include an explanation of how portability works and a list of contacts.
- The HUD-required tenancy addendum and lease requirements.
- The form the family must use to request approval of tenancy, and a description of the procedure for requesting approval for a tenancy and submitting the completed packet for lease-up. SNRHA requires a signed lease by both parties with no effective date, to be attached to the Request For Tenancy Approval (RFTA) when it is returned.
- A statement of SNRHA policy on providing information about families to prospective owners.
- SNRHA occupancy standards including when and how exceptions are made.
- The HUD brochure on how to select a unit and/or the HUD brochure "A Good Place to Live" on how to select a unit that complies with HQS.
- Information on federal, state and local equal opportunity laws and a copy of the housing discrimination complaint form. SNRHA will also include the pamphlet "Fair Housing: It's Your Right."
- A list of landlords or other parties willing to lease to assisted families or help families find units, especially outside areas of poverty or minority concentration. This list identifies units that have been stated as being accessible by the owners.
- Helpful Hints Brochure –How to Keep Your Section 8 Assistance.
- The family obligations under the program.



- The grounds on which SNRHA may terminate assistance for a participant family because of family action or failure to act.
- SNRHA informal hearing procedures including when SNRHA is required to offer a participant family the opportunity for an informal hearing, and how to request the hearing .
- Informational packet including an explanation of how portability works, including a list of neighboring housing agencies with the names, address and telephone number of a portability contact person at each for use by families who move under portability.
- Expanding Housing Opportunities [24 CFR 985.3(g).]
- A map showing areas representing various income levels of the jurisdiction and surrounding areas for the purpose of expanding housing opportunities for families.
- Information regarding SNRHA’s outreach program which assists families who are interested in, or experiencing difficulty in obtaining available housing units in areas outside of minority concentration locations.
- Procedures for notifying SNRHA and/or HUD of program abuses such as side payments, extra charges, violation of tenant rights, and owner’s failure to repair.
- Resource Guide –which include contacts to assist disabled persons with accessible unit modifications and deposits as well as service providers for all low-income families within our community.
- Side-payments are prohibited (including Pool Fees; HOA fees, gardening/landscaping, and/or Management Fees.)
- Terminations as a result of evictions for cause.
- Requirements for reporting income and family composition changes between annual and form to report these changes.
- Information on security deposits and legal referral services.
- Exercising choice in residency.
- Choosing a unit carefully and only after due consideration –must live in the unit for one (1) year.
- The Family Self-Sufficiency Program and Interest Form.
- LEP Pamphlet.
- Reasonable Accommodation Notice.
- Ground for Termination of Assistance.
- Occupancy Specialist Contact Information.
- Notice of Occupancy Rights.

If the PHA is located in a metropolitan FMR area, the following additional information must be included in the briefing packet in order to receive full points under SEMAP Indicator 7, Expanding Housing Opportunities [24 CFR 985.3(g).]



- Information about the characteristics of these areas including job opportunities, schools, transportation and other services.

Additional Items to be Included in the Briefing Packet

In addition to items required by the regulations, SNRHA may wish to include supplemental materials to help explain the program to both participants and owners [HCV GB p. 8-7 **Notice PIH 2018-18**.]

SNRHA Policy

SNRHA will provide the following additional materials in the briefing packet:

- The HUD pamphlet on lead-based paint entitled *Protect Your Family from Lead in Your Home*.
- When SNRHA-owned units are available for lease, a written statement that the family has the right to select any eligible unit available for lease, and is not obligated to choose a SNRHA-owned unit.
- Information on how to fill out and file a housing discrimination complaint form.
- The publication *Things You Should Know (HUD-1140-OIG)* that explains the types of actions a family must avoid and the penalties for program abuse.
- HUD Form-5380 domestic violence certification form and HUD's Form-5382 notice of occupancy rights, which contains information on VAWA protections for victims of domestic violence, dating violence, sexual assault, and stalking.

7-I.C. FAMILY OBLIGATIONS

The obligations of the family are described in the Housing Choice Voucher (HCV) regulations and on the voucher itself. These obligations include responsibilities the family is required to fulfill, as well as prohibited actions. SNRHA must inform families of these obligations during the oral briefing, and the same information must be included in the briefing packet. When the family's unit is approved and the HAP contract is executed, the family must meet those obligations in order to continue participating in the program. Violation of any family obligation may result in termination of assistance, as described in Chapter 12.

Time Frames for Reporting Changes Required By Family Obligations

SNRHA Policy

Unless otherwise noted below, when family obligations require the family to respond to a request or notify SNRHA of a change, notifying SNRHA of the request or change within ten (10) calendar days is considered prompt notice.

When a family is required to provide notice to SNRHA, the notice must be in writing.

Family Obligations [24 CFR 982.551]

Following is a listing of a participant family's obligations under the HCV program:

- The family must supply any information that SNRHA or HUD determines to be necessary, including submission of required evidence of citizenship or eligible immigration status



- The family must supply any information requested by SNRHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition
- The family must disclose and verify social security numbers and sign and submit consent forms for obtaining information
- Any information supplied by the family must be true and complete
- The family is responsible for any Housing Quality Standards (HQS) breach by the family caused by failure to pay tenant-provided utilities or appliances, or damages to the dwelling unit or premises beyond normal wear and tear caused by any member of the household or guest

SNRHA Policy

Damages beyond normal wear and tear will be considered to be damages which could be assessed against the security deposit. When a court awards damages to the landlord, the tenant must make financial restitution to the landlord within 30 calendar days of the date on the notice. The PHA shall mail a copy of any court judgments to the tenant when provided by the owner. If the tenant fails to pay within 30 calendar days or enter into a repayment agreement with the owner and comply with the terms of the repayment agreement, the tenant's voucher shall be terminated.

- The family must allow SNRHA to inspect the unit at reasonable times and after reasonable notice, as described in Chapter 8 of this plan
- The family must not commit any serious or repeated violation of the lease

SNRHA Policy

SNRHA will determine if a family has committed serious or repeated violations of the lease based on available evidence, including but not limited to, a court-ordered eviction, or an owner's notice to evict.

Serious and repeated lease violations will include, but not be limited to, nonpayment of rent, disturbance of neighbors, destruction of property, living or housekeeping habits that causes damages to the unit or premises and/or criminal activity. Generally, the criterion to be used is whether the reason for the eviction was through no fault of the tenant or guests.

The family must notify SNRHA and the owner before moving out of the unit or terminating the lease.

SNRHA Policy

The family must comply with lease requirements regarding written notice to the owner. The family must provide written notice to SNRHA at the same time the owner is notified.

- The family must promptly give SNRHA a copy of any owner eviction notice
- The family must use the assisted unit for residence by the family. The unit must be the family's only residence
- The composition of the assisted family residing in the unit must be approved by SNRHA. The family must promptly notify SNRHA in writing of the birth, adoption, or court-awarded



custody of a child within ten (10) calendar days. The family must request SNRHA approval to add any other family member as an occupant of the unit, including a new spouse

SNRHA Policy

The request to add a family member must be submitted in writing and approved prior to the person moving into the unit. SNRHA will determine eligibility of the new member in accordance with the policies in Chapter 2.

- The family must promptly notify SNRHA in writing if any family member no longer lives in the unit, within ten (10) calendar days
- If SNRHA has given approval, a foster child or a live-in aide may reside in the unit. SNRHA has the discretion to adopt reasonable policies concerning residency by a foster child or a live-in aide, and to define when SNRHA consent may be given or denied. For policies related to the request and approval/disapproval of foster children, foster adults, and live-in aides, see Chapter 2 and Chapter 11 (Section II.B)
- The family must not sublease the unit, assign the lease, or transfer the unit

SNRHA Policy

Subleasing includes receiving payment to cover rent and utility costs by a person living in the unit who is not listed as a family member.

- The family must supply any information requested by SNRHA to verify the family is living in the unit or information related to family absence from the unit

The family must promptly notify SNRHA when the family is absent from the unit.

SNRHA Policy

Notice is required under this provision only when all family members will be absent from the unit for an extended period. An extended period is defined as any period greater than 30 calendar days. Written notice must be provided to SNRHA at the start of the extended absence.

- The family must pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease [Form HUD-52646, Voucher]
- The family must not own or have any interest in the unit, (other than in a cooperative and owners of a manufactured home leasing a manufactured home space)
- Family members must not commit fraud, bribery, or any other corrupt or criminal act in connection with the program. (See Chapter 16, Program Integrity for additional information)
- Family members must not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. See Chapter 12 for HUD and SNRHA policies related to drug-related and violent criminal activity
- Members of the household must not engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises. See Chapter 12 for a discussion of HUD and SNRHA policies related to alcohol abuse



- An assisted family or member of the family must not receive HCV program assistance while receiving another housing subsidy, for the same unit or a different unit under any other federal, state or local housing assistance program
- A family must not receive HCV program assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities [Form HUD-52646, Voucher.]

Moves

Participants will be reissued a voucher to move once they provide a valid Vacate Notice or have a valid move approved by SNRHA. This includes participants moving within our jurisdiction and participants porting out. SNRHA shall assist outgoing ports in identifying the correct PHA within the area they are moving. Participants cannot exercise the portability right if they would be in violation of their lease or entered the program from a location other than Clark County and have not lived in SNRHA's jurisdiction for at least one (1) year. SNRHA shall not issue a voucher to the participant if any form of an eviction notice "for cause" has been served and submitted to SNRHA. The owner/agent shall have no more than 30 calendar days to submit a court order summary of judgment to SNRHA. If SNRHA does not receive this document within 30 calendar days of the notice to vacate, the family shall be issued a voucher, if they have provided a written 30 calendar days notice to their property owner or manager. The family's assistance may still be terminated if a summary of judgment is received even after they have moved or been issued a voucher to move, as SNRHA shall consider the summary of eviction for cause as documentation of a serious lease violation.

Program participants with disabilities who need to move to a new unit for reasons related to their disability must first receive approval from SNRHA's 504 Coordinator which shall be verified by their doctor or other professional medical provider. Then additional approval from the owner as documented by the owner/manager signing a mutual rescission form shall be required. If such permission is obtained, SNRHA will permit the family to move.

Owner Briefing

Briefings are held for owners as needed to market the Section 8 Housing Choice Voucher Program. Prospective owners are also welcome. The purpose of the briefing is to assure successful owner participation in the program. The briefing covers the responsibilities and roles of the three (3) parties.

ENCOURAGING PARTICIPATION IN AREAS WITHOUT LOW INCOME OR MINORITY CONCENTRATION

SNRHA is committed to providing its Housing Choice Voucher participants with the broadest possible range of housing choices. At the briefing, families are provided information to search for housing in non-impacted areas. Non-impacted area is defined as census tracts within Clark County that are neither poverty-impacted areas nor areas of racial concentration and identified by Clark County and HUD's voluntary compliance agreement (VCA.).



SNRHA has areas of poverty and minority concentration clearly delineated in order to provide families with information and encouragement in seeking housing opportunities outside highly concentrated areas. SNRHA encourages participation by owners of units outside of areas of poverty and minority concentration. SNRHA will also continue to use media and other educational forums to promote the Housing Choice Program throughout all communities. This outreach includes developing partnerships with agencies that represent the disabled population within our communities.

SNRHA has developed and provides all participants with its deconcentration map that show various areas and information about facilities and services in neighboring areas such as schools, transportation, and supportive and social services.

SNRHA will investigate and analyze when Voucher holders are experiencing difficulties locating or obtaining housing units outside areas of concentration. A report of where families are currently leased vs. where families are moving will be maintained for SEMAP reporting purposes, which address deconcentration efforts of SNRHA.

The assistance provided to such families may include:

- Providing families with a search record form to gather and record information
- Direct contact with landlords
- Counseling with the family
- Providing information about services in various non-impacted areas
- Meeting with neighborhood groups to promote understanding
- Formal or informal discussions with landlord groups
- Formal or informal discussions with social service agencies

SNRHA shall provide all applicants at their briefing an explanation of portability under the Housing Choice Voucher Program, including in the packet shall be a listing of the names and phone numbers of contact persons at neighboring housing authorities.

ASSISTANCE TO FAMILIES WHO CLAIM DISCRIMINATION

SNRHA will give participants a copy of HUD form 903 to file a complaint.

(See Chapter 2 regarding Fair Housing and Reasonable Accommodation)

SECURITY DEPOSIT REQUIREMENTS [24 CFR 982.313]

Leases Effective on or after October 2, 1995

The owner is not required to - but may - collect a one (1) month security deposit from the tenant.

The owner may collect a security deposit from the tenant family that does not exceed one month's contract rent, which has been to be private market practice. If the owner collects less than one (1) month's rent as security deposit from unassisted rental units, the security deposits on the Section 8 assisted units must be established at the same amount.



For lease-in-place families, responsibility for first and last month's rent is not considered a security deposit issue. In these cases, the owner should settle the issue with the tenant prior to the beginning of assistance. When the tenant moves out of the dwelling unit, the owner, subject to State or local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit or for other amounts the tenant owes under the lease. The owner must give the tenant a written list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund the full amount of the unused balance to the tenant within 30 calendar days.

If the security deposit is insufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

TERM OF VOUCHER [24 CFR 982.303, 982.54(d) (11)]

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

Expirations

The Voucher is valid for a period of at least 120 calendar days from the date of issuance. The family must submit a Request for Tenancy Approval (RFTA) and a signed Lease (with no execution date) within the 120 calendar day period unless an extension has been granted by SNRHA prior to the expiration date on the voucher. An additional 30 calendar day extension may be requested if a unit is not located within the 120 calendar day period. SNRHA will provide an additional extension of another 30 calendar days as a reasonable accommodation,

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

Suspensions

If for any reason the RFTA/Unit is not approved, SNRHA will deduct the number of calendar days remaining on the voucher from the date SNRHA receives the RFTA.

Extensions

A family may request an extension of the Voucher's time-period. All requests for extensions must be received prior to the expiration date of the Voucher.

A family may submit a written request for an extension of time to search for suitable housing. The written request must be received before the expiration date on the voucher. SNRHA will evaluate each request and determine the likelihood of the family finding housing with additional time to look. An approved extension will be granted for a 30 calendar day period of time with proof of search effort with at least five (5) units viewed.

A final extension is permissible at the discretion of SNRHA up to a maximum of additional 30 calendar days for:



- Extenuating circumstances (such as serious illness or death in the immediate family, hospitalization, or a family emergency for an extended period of time, which has affected the family's ability to find a unit within the initial 120 calendar day period) and verification is required. OR
- The family was prevented from finding a unit due to a disabled family member (accessibility requirements) or a larger sized unit (defined as four [4] or more bedrooms.) A documented Search Record is part of the verification, as needed.

Extensions for Port-in Participants

Extensions for billable port-in participants are at the discretion of the Initial Housing Authority (IHA).

Assistance to Voucher Holders

Families who require additional assistance during their search may call SNRHA's office to request a copy of our Landlord Listing. Voucher holders will be notified at their briefing session that SNRHA periodically updates the listing of available units and how the updated list may be obtained. Disabled voucher holders may contact the Housing Choice Voucher (HCV) Department if they require additional assistance in locating a unit or an extension of time as a reasonable accommodation.

SNRHA will assist families in negotiating rent with owners.

REMAINING MEMBER OF TENANT FAMILY – RETENTION OF VOUCHER [24 CFR 982.315]

To be considered the remaining member of the tenant family, the person must have been previously approved by SNRHA to be living in the unit. An adult, other than the co-head, can take over the voucher if the voucher holder decides they no longer want the voucher. This includes other adult children in the unit. However, the adult would be required to complete and pass a criminal background check prior to the voucher being reassigned if not previously screened.

In the event of a death or removal of the only adult in the unit, the person receiving court awarded guardianship will be assigned the voucher, if they request it.

Household members such as live-in aides, foster children, and foster adults do not qualify as remaining members of a family. In order for a minor child to continue to receive assistance as a remaining family member:

- The court has to have awarded emancipated minor status to the minor or
- SNRHA has to have verified that social services and/or the Juvenile Court has arranged for another adult to be brought into the assisted unit to care for the child(ren) for an indefinite period. The adult must meet all eligibility requirements of the Housing Choice Voucher Program
- The Court has awarded custody of the minors to another adult who must meet all eligibility requirements of the Housing Choice Voucher Program



- Only one (1) voucher will be issued in the case where award of children are given to more than one (1) adult. The adult receiving the greater number of children will receive the voucher, if he/she meets all other program requirements. In the case of equal number of children and multiple parents or guardians, neither parent will receive the voucher unless a formal court decision is rendered and provided to SNRHA providing guidance for which adult is to receive the voucher (See Chapter 5 regarding Caretaker for Children.) A reduction in family size may require a reduction in the voucher family unit size.
- If the previous head-of-household owes a debt to SNRHA, the new head-of-household would assume the debt and a new repayment agreement will need to be signed. This must be done after approval but before promotion of the new head-of-household in the system. The exception is if the previous head-of-household becomes deceased, the debt will not be transferred to the new head-of-household.
- SNRHA shall conduct a briefing for any new Head of Household (HoH) regarding family obligations and the new HoH will sign and complete all required documentation.

PART II: SUBSIDY STANDARDS AND VOUCHER ISSUANCE

7-II.A. OVERVIEW

HUD guidelines require SNRHA establish subsidy standards for the determination of family unit size, and such standards provide for a minimum commitment of subsidy while avoiding overcrowding. The standards used for the unit size selected by the family must be within the minimum unit size requirements of HUD's Housing Quality Standards This Chapter explains the subsidy standards used to determine the voucher size (family unit size) for various sized families when they are selected from the waiting list, as well as SNRHA's procedures when a family's size changes or a family selects a unit size different from the size of the voucher issued, voucher term, and to any extensions of the voucher term.

SNRHA must establish subsidy standards that determine the number of bedrooms needed for families of different sizes and compositions. This part presents the policies used to determine the family unit size (also known as the voucher size) a particular family should receive, and the policies that govern making exceptions to those standards.

7-II.B. DETERMINING FAMILY UNIT (VOUCHER) SIZE [24 CFR 982.402]

For each family, SNRHA determines the appropriate number of bedrooms under SNRHA subsidy standards and enters the family unit size on the voucher issued to the family. The family unit size does not dictate the size of unit the family must actually lease, nor does it determine who within a household will share a bedroom/sleeping room.

The following requirements apply when SNRHA determines family unit size:

- The subsidy standards must provide for the smallest number of bedrooms needed to house a family without overcrowding
- The subsidy standards must be consistent with space requirements under the housing quality standards
- The subsidy standards must be applied consistently for all families of like size and composition



- A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining the family unit size
- A family that consists of a pregnant woman (with no other persons) must be treated as a two-person family

Any live-in aide (approved by SNRHA to reside in the unit to care for a family member who is disabled) must be counted in determining the family unit size. Upon SNRHA approval of a request for the addition of a live-in aide, SNRHA shall notify participants that they have been approved for a live-in aide and they must submit the name, SSN, and any other required information of their selection for screening. The proposed live-in aide must sign consent forms in order for SNRHA to conduct the screening. The live-in aide must be approved or disapproved within 30 calendar days of the requested reasonable accommodation request notice, unless SNRHA is awaiting verifications. The voucher allocation increase will be processed for the approved reasonable accommodation once the live-in aide is approved.

- Unless a live-in aide resides with a family, the family unit size for any family consisting of a single person must be either a zero or one-bedroom unit, as determined under SNRHA subsidy standards.

SNRHA shall issue a larger voucher size due to additions of minors to the household of family members by birth, adoption, marriage, court-awarded custody, court awarded guardianship, or an assignment with verification from a social service agency. A social service agency is defined as a Department of Family Services. SNRHA will not increase the bedroom size for a participant when an adult (18 years old and older) is being added to the household, including if the adult to be added is a child of the head of household, spouse, or co-head, with the exception of court-awarded custody/guardianship of an adult.

- SNRHA will consider those minor children of family members temporarily placed in foster care in determining the family unit size (voucher size).
- When Department of Family Services (DFS) requires a larger size unit in order for the child/ren to be returned to the home, SNRHA will increase the voucher size as needed prior to the annual reexamination. However, the family may not move if they are in the initial term of their lease, and SNRHA will still not permit overcrowding.

SNRHA Policy

SNRHA will assign one (1) bedroom for each two (2) persons within the household, except in the following circumstances:

- Persons of the opposite sex (other than spouses) will be allocated a separate bedroom.
- Foster children will be included in determining unit size only if they will be in the unit for more than 12 months.
- Live-in aides will be allocated a separate bedroom. No additional bedrooms are provided for the attendant's family.
- Space may be provided for a child who is away at school but who lives with the family during school recesses.
- Space will not be provided for a family member, other than a spouse, who will be absent most of the time, such as a member who is away in the military.



- A single pregnant woman with no family members must be treated as a two-person family.
- Single person families shall be allocated a one (1) bedroom voucher.

SNRHA will reference the following chart in determining the appropriate voucher size for a family:

<i>GUIDELINES FOR DETERMINING VOUCHER SIZE</i>	
The lowest bedroom size to comply with two persons per bedroom shall apply regardless of age.	
Voucher Size	Persons in Household (Minimum – Maximum)
0 Bedroom	1-1
1 Bedroom	1-2
2 Bedrooms	2-4
3 Bedrooms	3-6
4 Bedrooms	5-8
5 Bedrooms	7-10
6 Bedrooms	10-12

For example: One (1) bedroom shall be assigned for the head/spouse or head and co-head. For any other person in the household SNRHA shall issue two (2) persons per bedroom. Opposite sexes (except the head/spouse or co-head) shall receive separate bedrooms regardless of age or generations. Additions of adults shall not result in additional bedroom size increases nor will they be allowed if the results will cause overcrowding.

SNRHA shall increase the voucher size for the addition of minors if the addition to the family warrants an increased voucher-size based on SNRHA’s occupancy guidelines. Forms of acceptability by SNRHA:

- Court Ordered Assignment
- Verification from Social Service Agency
- SNRHA Appointment and Acceptance Form notarized (showing consent of a parent of the minor to be added to the family)
- SNRHA’s Guardian – Self Certification of Physical Custody of Minor Child/Children form.

If an error in the bedroom size designation is made by issuing a larger size voucher, the family will be issued a voucher of the appropriate size at the next annual reexamination or the next time the family moves, whichever comes first.



7-II.C. EXCEPTIONS TO SUBSIDY STANDARDS

In determining family unit size for a particular family, SNRHA may grant an exception to its established subsidy standards as a reasonable accommodation. [24 CFR 982.402(b)(8)].

Reasons may include, but are not limited to

A need for a separate bedroom for reasons related to a family member's disability, medical or health condition

For a single person who is not elderly, disabled, or a remaining family member, an exception cannot override the regulatory limit of a zero or one-bedroom [24 CFR 982.402(b)(8).]

SNRHA Policy

The family must request any exception to the subsidy standards in writing. The request must explain the need or justification for a larger family unit size, and must include appropriate documentation. Requests based on health-related reasons must be verified by a knowledgeable professional source (e.g., doctor or health professional). For continued approval, the family will be required to submit a certification stating there's still a need for the live-in-aide and an additional bedroom due to special medical equipment.

SNRHA will notify the family of its determination within ten (10) calendar days of receiving the family's request and verification of the need from a professional person. If a participant family's request is denied, the notice will inform the family of their right to request an informal hearing.

7-II.D. VOUCHER ISSUANCE [24 CFR 982.302]

When a family is selected from the waiting list (or as a special admission as described in Chapter 3.) or when a participant family wants to move to another unit, the PHA issues a Housing Choice Voucher, form HUD-52646. This chapter deals only with voucher issuance for applicants. For voucher issuance associated with moves of program participants, please refer to Chapter 10.

The voucher is the family's authorization to search for housing. It specifies the unit size for which the family qualifies, and includes both the date of voucher issuance and date of expiration. It contains a brief description of how the program works and explains the family obligations under the program. The voucher is evidence SNRHA has determined the family to be eligible for the program, and SNRHA expects to have money available to subsidize the family if the family finds an approvable unit. However, SNRHA does not have any liability to any party by the issuance of the voucher, and the voucher does not give the family any right to participate in SNRHA's Housing Choice Voucher program [Voucher, form HUD-52646.]

A voucher can be issued to an applicant family only after SNRHA has determined the family is eligible for the program based on information received within the 60 calendar days prior to issuance [24 CFR 982.201(e)] and after the family has attended an oral briefing [HCV 8-1.]

SNRHA Policy

Vouchers will be issued to eligible applicants during the mandatory briefing.

SNRHA should have sufficient funds to house an applicant before issuing a voucher. If funds are insufficient to house the family at the top of the waiting list, SNRHA must wait until it has adequate funds before it calls another family from the list [HCV GB p. 8-10].



SNRHA Policy

Prior to issuing any vouchers, SNRHA will determine whether it has sufficient funding in accordance with the policies in Chapter 16.

If SNRHA determines there is insufficient funding after a voucher has been issued, SNRHA may rescind the voucher and place the affected family back on the waiting list.

VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS [24 CFR 982.315]

When a family assisted under the HCV program becomes divided into two (2) otherwise eligible families (due to divorce, legal separation, or the division of the family)

1. and the new families cannot agree which new family unit should continue to receive the assistance,
2. and there is no determination by a court,

HP Management shall consider the following factors to determine which of the families will continue to be assisted:

- Role of domestic violence in the split.
- Which family member was listed as head-of-household on the original application

Documentation of these factors is the responsibility of the participant families. If either or both of the families do not provide the documentation within 30 calendar days SNRHA will terminate assistance on the basis of failure to provide information necessary for a recertification.

7-II.E. VOUCHER TERM, EXTENSIONS, AND SUSPENSIONS

Voucher Term [24 CFR 982.303]

The initial term of a voucher must be at least 120 calendar days. The initial term must be stated on the voucher [24 CFR 982.303(a).]

SNRHA Policy

The initial voucher term will be 120 calendar days.

The family must submit a RFTA and proposed lease within the 120 calendar day period unless SNRHA grants an extension.

SNRHA will automatically approve one (1) 30 calendar day extension upon written request from the family, however, the request for an extension must be received prior to the expiration date of the initial 120 calendar day time frame.

Extensions of Voucher Term [24 CFR 982.303(b)]

SNRHA has the authority to grant extensions of search time, to specify the length of an extension, and to determine the circumstances under which extensions will be granted. Extensions shall be granted for 30 calendar days.



SNRHA must approve additional search time if needed as a reasonable accommodation to make the program accessible to and usable by a person with disabilities. The extension period must be reasonable for the purpose.

A final extension is permissible at the discretion of SNRHA up to a maximum of additional 30 calendar days for:

- Extenuating circumstances (such as serious illness or death in the immediate family, hospitalization, or a family emergency for an extended period of time which has affected the family's ability to find a unit within the initial 120 calendar day period) and verification is required. OR
- The family was prevented from finding a unit due to a disabled family member (accessibility requirements) or a larger sized unit (defined as four [4] or more bedrooms). A documented Search Record is part of the verification, as needed.

The family must be notified in writing of SNRHA's decision to approve or deny an extension. SNRHA's decision to deny a request for an extension of the voucher term is not subject to informal review [24 CFR 982.554(c)(4)].

SNRHA shall require the family to provide documentation to support the request. All requests for extensions to the voucher term must be made in writing and submitted to SNRHA prior to the expiration date of the voucher (or extended term of the voucher.)

Suspensions of Voucher Term [24 CFR 982.303(c)]

SNRHA must provide for suspension of the initial or any extended term of the voucher from the date the family submits a request for PHA approval of the tenancy until the date the PHA notifies the family in writing whether the request has been approved or denied.

“Suspension” means stopping the clock on a family's voucher term from the time a family submits the RFTA until the time SNRHA approves or denies the request [24 CFR 982.4.]

SNRHA's determination not to suspend a voucher term is not subject to informal review [24 CFR 982.554(c)(4)]

SNRHA Policy

When a Request for Tenancy Approval and proposed lease and all other required documents listed in the RFTA checklist are received by SNRHA, the term of the voucher will be suspended while SNRHA processes the request.

Expiration of Voucher Term

Once a family's housing choice voucher term (including any extensions) expires, the family is no longer eligible to search for housing under the program. If the family still wishes to receive assistance, SNRHA shall require the family reapply when SNRHA reopens its waiting list. Such a family does not become ineligible for the program on the grounds it was unable to locate a unit before the voucher expired [HCV GB p. 8-13.]

SNRHA Policy

If a family's voucher term or extension expires before the family has submitted a Request for Tenancy Approval (RFTA), SNRHA will require the family reapply for assistance. If the RFTA was submitted prior to the expiration date of the voucher is subsequently



disapproved by SNRHA (after the voucher term has expired), the family will be given the remaining tolling days on the voucher.

Within ten business days after the expiration of the voucher term or any extension, SNRHA will notify the family in writing the voucher term has expired and Family must reapply when the waiting list is open in order to be placed on the waiting list.

Changes in Family Composition

The voucher size is determined prior to the briefing by comparing the family composition to SNRHA subsidy standards. If an applicant requires a change in the voucher size, based on the requirement of SNRHA subsidy standards, the above reference guidelines will apply. Applicants must notify SNRHA with ten (10) calendar days of any changes in family composition. All changes must be submitted in writing or other methods needed by a person with a disability to SNRHA.

Changes for Participants

The members of the family residing in the unit must be approved by SNRHA. The family must obtain approval of any additional family member before the new member occupies the unit except for additions by birth, adoption, or court-awarded custody, court awarded guardianship, or foster children. In this case the family must inform SNRHA within ten (10) calendar days in writing of additions to the family. Further, changes in household composition due to marriage must also be reported within ten (10) calendar days in writing or other method needed by a person with a disability to SNRHA. The spouse, as with all additions to the program over 18 years of age, must be screened by SNRHA and shall be required to sign all authorization forms. The new spouse's income and other adults will count, pursuant to 24 CFR 5.609 (a) (1) unless a legal separation or divorce has been submitted to SNRHA.

SNRHA shall increase the voucher size for the addition of minors, or court-awarded custody of an adult, if the addition to the family warrants an increased voucher-size based on SNRHA's occupancy guidelines. Forms of acceptability by SNRHA:

- Court Ordered Assignment
- Verification from Social Service Agency
- SNRHA Appointment and Acceptance Form notarized (showing consent of a parent of the minor to be added to the family)
- SNRHA's Guardian – Self Certification of Physical Custody of Minor Child/Children form

The exception will be as an approved reasonable accommodation for a disabled family member, for a live-in aide, medical equipment, or other accommodations verified by a medical professional.

Under-housed and Over-housed Families

If a unit does not meet HQS space standards due to an increase or decrease in family size, (unit too small) or the family no longer meets SNRHA's occupancy standards, SNRHA will issue a new voucher of the appropriate size, at annual recertification date; or when the family moves; if the addition to the unit has been approved by SNRHA or is due to a birth of a child/ren. If the increase in family size results in the assisted unit failing HQS space standards, SNRHA shall



issue a larger voucher at their annual recertification date. The HAP shall be cancelled as of the annual reexamination date of the contract, or when the family moves.

SNRHA ERROR IN DETERMINING VOUCHER SIZE

If a higher bedroom size voucher is issued in error (during a family's initial lease-up, ReHAP, or move,) the family will not be penalized. The family's correct voucher size will be adjusted at their next annual examination or if the family moves.

Changes to the family's voucher due to updated subsidy standards (such as not increasing voucher sizes for new family members that are not by birth, marriage, adoption, or foster care) shall be grandfathered in. However, no new family members can be added to the family that are not in compliance with new policies. This includes adding adults that are 18 years and older back into the family. A larger voucher size shall not be issued.

UNIT SIZE SELECTED [24 CFR 982.402(c)]

The family may select a different size dwelling unit than that listed on the Voucher. There are three (3) criteria to consider:

- **Subsidy Limitation**: The family unit size as determined for a family under SNRHA subsidy standard for a family assisted in the voucher program is based on SNRHA's adopted payment standards. The payment standard for a family shall be the lower of:
 - The payment standard amount for the family unit size or
 - The payment standard amount for the unit size rented by the family
- **Utility Allowance**: The utility allowance used to calculate the gross rent is based on the actual size of the unit the family selects, regardless of the size authorized on the family's Voucher.
- **Housing Quality Standards (HQS)**: The standards allow two (2) persons per living/sleeping room and permit maximum occupancy levels (assuming a living room is used as a living/sleeping area) as shown in the table in section 7.II.B. The levels may be exceeded if a room in addition to bedrooms and living room is used for sleeping.



Chapter 8

HOUSING QUALITY STANDARDS AND RENT REASONABLENESS DETERMINATIONS

[24 CFR 982 Subpart I and 24 CFR 982.507]

INTRODUCTION

HUD requires all units occupied by families receiving Housing Choice Voucher (HCV) assistance meet HUD's Housing Quality Standards (HQS) and permits SNRHA to establish additional requirements. The use of the term "HQS" in this plan refers to the combination of both HUD and SNRHA-established requirements. HQS inspections are required before the Housing Assistance Payments (HAP) Contract is signed and at least annually during the term of the contract.

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

HQS are the HUD minimum quality standards for tenant-based programs. HQS standards are required both at initial occupancy and during the term of the lease. HQS standards apply to the building and premises, as well as the unit. Newly leased units must pass the HQS inspection before the beginning date of the assisted lease and HAP contract.

SNRHA will inspect each unit under contract at least annually. SNRHA will also have an HQS Supervisor, inspector, or other designated staff, perform quality control inspections on the number of files required for file sampling by SEMAP annually. The results of these quality control inspections will be maintained for future audits to document that SNRHA meets required standards and to assure consistency in SNRHA's program.

This chapter describes SNRHA's procedures for performing HQS and other types of inspections, and SNRHA standards for the timeliness of repairs. It also explains the responsibilities of the owner and family, and the consequences of non-compliance with HQS requirements for both families and owners.

This chapter explains HUD and SNRHA requirements related to housing quality and rent reasonableness as follows:

Part I. Physical Standards. This part discusses the physical standards required of units occupied by HCV-assisted families and identifies decisions about the acceptability of the unit that may be made by the family based upon the family's preference. It also identifies 24 hour life-threatening conditions that must be addressed on an expedited basis.

Part II. The Inspection Process. This part describes the types of inspections SNRHA will make and the steps taken when units do not meet HQS.

Part III. Rent Reasonableness Determinations. This part discusses the policies SNRHA will use to make rent reasonableness determinations.

Special HQS requirements for homeownership, manufactured homes, and other special housing types are discussed in Chapter 15 to the extent they apply in this jurisdiction.



PART I: PHYSICAL STANDARDS

8-I.A. GENERAL HUD REQUIREMENTS

HUD Performance and Acceptability Standards

HUD's performance and acceptability standards for HCV-assisted housing are provided in 24 CFR 982.401. These standards are the responsibility of the owner unless otherwise stated on the lease. In accordance with the HAP contract, Part B, 3(a): The owner must maintain the contract unit and premises in accordance with the Housing Quality Standards (HQS.) These standards cover the following areas:

- Sanitary facilities
- Food preparation and refuse disposal
- Space and Security
- Thermal Environment
- Illumination and electricity
- Structure and materials
- Interior Air Quality
- Water Supply
- Lead-based paint
- Access
- Site and neighborhood
- Sanitary condition
- Smoke Detectors

A summary of HUD performance criteria is provided in Attachment 8-1. Additional guidance on these requirements is found in the following HUD resources:

- Housing Choice Voucher Guidebook, Chapter 10
- HUD Housing Inspection Manual for Section 8 Housing
- HUD Inspection Form, form HUD-52580 (3/01) and Inspection Checklist, form HUD-52580-A (9/00)
- HUD Notice 2003-31, Accessibility Notice: Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 and the Fair Housing Act of 1988.

Tenant Preference Items

HUD requires SNRHA enforce minimum HQS but also requires certain judgments about acceptability be left to the family. For example, SNRHA must ensure the unit contains the



required sanitary facilities, but the family decides whether the cosmetic condition of the facilities is acceptable. Attachment 8-2 summarizes those items considered tenant preferences.

Modifications to Provide Accessibility

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

Modifications to units to provide access for a person with a disability must meet all applicable HQS requirements and conform to the design, construction, or alteration of facilities contained in the UFAS and the ADA Accessibility Guidelines (ADAAG) [28 CFR 35.151(c) and Notice 2003-31] See Chapter 2 of this plan for additional information on reasonable accommodations for persons with disabilities.

SNRHA Policy

Any owner intending to negotiate a restoration agreement or require an escrow account must submit the agreement(s) to SNRHA for review.

8-I.B. ADDITIONAL LOCAL REQUIREMENTS

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

Thermal Environment [HCV GB p.10-7]

SNRHA must define a "healthy living environment" for the local climate. This may be done by establishing a temperature the heating system must be capable of maintaining, and is appropriate for the local climate.

SNRHA Policy

The heating system must be capable of maintaining an interior temperature of 65 degrees Fahrenheit between October 1 and May 1. The air conditioning system must be capable of maintaining an interior temperature of 74 degrees Fahrenheit between May 1 and October 1.



Clarifications of HUD Requirements

SNRHA Policy

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

Walls

In areas where plaster or drywall is sagging, severely cracked, or otherwise damaged, it must be repaired or replaced.

Windows

Windows sashes must be in good condition, solid and intact, and properly fitted to the window frame. Damaged or deteriorated sashes must be replaced.

Windows must be weather-stripped as needed to ensure a weather-tight seal.

Window screens must be in good condition (applies only if screens are present).

Windows must open properly and lock when closed.

Doors

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

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

Double cylinder deadbolt locks are NOT permitted on any door under any circumstances.

Floors

All wood floors must be sanded to a smooth surface and sealed. Any loose or warped boards must be re-secured and made level. If they cannot be leveled, they must be replaced.

All floors must be in a finished state. Raw wood or unsealed concrete is not permitted.

While baseboards are preferred in dwelling units, the absence of baseboards throughout a unit (in of itself) shall not be cause for a FAIL rating on an HQS Inspection. However, if baseboards are present in all but one (1) or two (2) areas in a unit, then the baseboards should be required in those areas to preserve a “finished look.” Vinyl baseboards are permitted.

Sinks

All sinks and commode water lines must have shut off valves, unless faucets are wall mounted.

All worn or cracked toilet seats and tank lids must be replaced and toilet tank lid must fit properly.



If any sink in a unit is equipped with a built-in stopper device, the device must be in working condition.

Security

If window security bars or security screens are present on emergency exit windows, they must be equipped with a quick release system. The owner is responsible for ensuring the family is instructed on the use of the quick release system.

Ventilation

Operable exhaust fans are required in each bathroom, regardless if any windows are present.

Additional SNRHA Local Requirements:

All appliances provided by the owner must be kept in safe and working condition.

Refrigerators temperature should be between 32° F and 40° F.

All holes in walls are to be patched with the exception of minor nail holes.

Doorstops are required on all doors subject to damaging walls when opened.

If cabinets are designed to have drawers and doors, all must be operational.

All doors designed with knobs should have all knobs present and in working condition.

All closets designed with doors should have all knobs present and in working condition.

All sliding patio doors must have proper rollers so they are in easy working condition and should properly lock when closed.

All plumbing fixtures must be free from drips and leaks.

All severely chipped or rusted sinks must be patched, repaired, or replaced.

All holes in the yard area which could be a tripping hazard must be corrected.

The presence and location of smoke detectors in all HCV units must be in compliance with HUD's regulations.

Units must be clearly identified with house or apartment numbers.

Bars, grilles, grates, or similar devices may be installed on an emergency escape or rescue windows or doors, provided:

- Such devices are equipped with approved release mechanisms which are openable from the inside without the use of a key or special knowledge or effort; and

There shall be no missing circuit breakers or openings in the circuit panel. The circuit panel (breaker box) shall be a dead front with no openings.

8-I.C. LIFE THREATENING CONDITIONS [24 CFR 982.404(a)]

HUD requires SNRHA define life threatening conditions and to notify the owner or the family (whichever is responsible) of the corrections required. The responsible party must correct life



threatening conditions within 24 hours of SNRHA notification. A re-inspection will be conducted to verify the items have been repaired. Life threatening conditions are defined as:

“Any condition that renders a dwelling unit unfit for human habitation and/or places the occupants of said dwelling unit in an immediate, dangerous, and/or health/safety situation including deficient heating and/or cooling of the unit.”

SNRHA Policy

The following are considered life threatening conditions:

- Any property determined uninhabitable by a city agency; including uninhabitable units due to fire, flood, or other natural disasters
- Any condition that jeopardizes the security of the unit
- Major plumbing leaks or flooding, waterlogged ceiling, or floor in imminent danger of falling
- Natural or LP gas or fuel oil leaks
- Any electrical problem or condition that could result in shock or fire
- Utilities not in service, including no running hot water
- Conditions that present the imminent possibility of injury
- Obstacles that prevent safe entrance or exit from the unit
- Absence of at least one (1) functioning toilet in the unit
- Inoperable smoke detectors in the unit which result in non-compliance with HUD regulations (one [1] on each level of each habitable area) regarding the number and location of smoke detectors.
- No air conditioning during the summer months May –Oct
- No heating during the winter months Oct –April
- Inoperable refrigerator or stove.

If an owner fails to correct a 24 hour life-threatening condition(s) as required by SNRHA, the Housing Assistance Payment (HAP) will be abated and the HAP contract will be cancelled allowing the participant to move.

If a family fails to correct a family caused 24 hour life-threatening condition as required by SNRHA, SNRHA shall terminate the family’s assistance.

The owner will be required to repair an inoperable smoke detector unless SNRHA determines the family has intentionally disconnected it (by removing batteries or other means.) In this case, the family will be required to repair the smoke detector within 24 hours.

8-I.D. OWNER AND FAMILY RESPONSIBILITIES [24 CFR 982.404]

Family Responsibilities

The family is responsible for correcting the following HQS deficiencies:

- Tenant-paid utilities not in service (usually gas, electricity, and water).
- Failure to provide or maintain family-supplied appliances (including ensuring all burners on stove are operable).



- Failure to maintain the unit and premises in decent and sanitary conditions which could result in potential health and/or safety concerns.
- Damages to the unit or premises caused by a household member or guest beyond normal wear and tear resulting in HQS deficiencies.
- Tenant may be billed for the cost of repairs made by the owner that were determined to be caused by the family.

Owner Responsibilities

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

Owners are responsible for conducting intermittent inspections to ensure HQS Standards are being met.

SNRHA Policy

Owners are not permitted to keep storage within the assisted unit including, but not limited to: garage, parking space, attics, basements, or other storage areas designed to be utilized by the occupants of the unit.

8-I.E. SPECIAL REQUIREMENTS FOR CHILDREN WITH ELEVATED BLOOD LEAD LEVEL [24 CFR 35.1225; FR Notice 1/13/17; [PIH Notice 2017-13]]

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

Within 30 calendar days after receiving the risk assessment report from SNRHA, or the evaluation from the public health department, the owner is required to complete the reduction of identified lead-based paint hazards in accordance with the lead-based paint regulations [24 CFR 35.1325 and 35.1330.] If the owner does not complete the "hazard reduction," as required, the dwelling unit is in violation of HQS and SNRHA will take action in accordance with Section 8-II.G.

Additionally, SNRHA shall submit a listing to Clark County Health Department of units under lease with children age six (6) and under to determine if any units have been identified as having elevated blood lead levels. This assessment shall be completed quarterly and the results maintained for future audits.



8-I.F. VIOLATION OF HQS SPACE STANDARDS [24 CFR 982.403]

If SNRHA determines a unit does not meet the HQS space standards because of an increase in family size or an approved change in family composition, SNRHA must issue the family a new voucher, and the family must try to find an acceptable unit as soon as possible within the term of the voucher. If an acceptable unit is available for rental by the family, SNRHA must cancel the HAP contract in accordance with its policies.

SNRHA Policy

A unit meets HQS space standard if the dwelling unit has at least one (1) bedroom or living/sleeping room for each two (2) persons. A living/sleeping room is considered space that is not a kitchen or a bathroom and which has a window (if designed to open, the window must open,) and either a permanent light fixture and one (1) electrical outlet or two (2) electrical outlets (24 CFR 982.401(f)(2).)

PART II: THE INSPECTION PROCESS

8-II.A. OVERVIEW [24 CFR 982.405]

Types of Inspections

SNRHA conducts the following types of inspections as needed. Each type of inspection is discussed in the paragraphs that follow.

Initial Inspections [24 CFR 982.401 (a)]

SNRHA conducts initial inspections in response to a request from the family to approve a unit for participation in the HCV program. The unit must pass the HQS inspection before the effective date of the HAP Contract. Utilities must be on prior to the scheduled inspection. These inspections shall be scheduled within ten (10) business days of receiving a complete Request for Tenancy Approval (RFTA) packet as long as the rent is reasonable and does not exceed the family's 40% threshold and the utilities are in service at the unit. The ten (10) business days suspends when the utilities are not on or SNRHA is waiting responses from the owner to negotiate rental amounts. However, SNRHA will not hold a RFTA for more than 30 calendar days for any reason. If the owner does not have the unit ready for inspection within 30 calendar days, the original RFTA packet shall be void and the family advised to find another unit and submit another RFTA, if they have time remaining on their voucher.

At initial inspection of a vacant unit, SNRHA will inspect the unit in the presence of the owner or owner's representative. The presence of a family representative is permitted, but is not required.

The Initial Inspection will be conducted to:

- Determine if the unit and property meet the HQS defined in this Plan.

If the unit fails the initial Housing Quality Standards inspection, the family and owner will be advised to notify SNRHA once repairs are completed.

On an initial inspection, the owner will be given up to ten (10) calendar days to correct the items noted as Fail, at the Inspector's discretion, depending on the amount and complexity of work to be done. No more than two (2) inspections will be scheduled for any unit.



Annual Inspections [24 CFR 982.405(a)]

HUD requires SNRHA to inspect each unit under lease at least annually to confirm the unit still meets HQS. SNRHA begins scheduling inspections 90 calendar days prior to the last annual inspection, as required by Section Eight Management Assessment Plan (SEMAP.) Special inspections may be scheduled between annual inspection dates. SNRHA may implement bi-annual HQS inspections in accordance with HUD guidance.

HQS deficiencies causing a unit to fail must be corrected by the landlord unless it is a fail for which the tenant is responsible.

The family must allow SNRHA to inspect the unit at reasonable times with reasonable notice [24 CFR 982.51 (d).]

Reasonable hours to conduct an inspection are between 8:00 a.m. and 5:00 p.m. If inspections are scheduled during other times, prior notice shall be provided to the tenant.

SNRHA will notify the family in writing at least seven (7) calendar days prior to the inspection, except emergency or 24 hour violation inspections.

Inspection

The family and owner are notified of the date and time of the inspection appointment by mail. If the family is unable to be present, they must reschedule the appointment prior to the appointment date so the inspection is completed within 30 calendar days of the original appointment but may not exceed 45 calendar days. Another adult may be present for the annual HQS inspection.

Participants who fail to have an annual HQS inspection will be considered to have violated a Family Obligation and their assistance will be terminated in accordance with the termination procedures in the Plan.

Re-inspection

The family and owner are mailed a notice of the inspection appointment by mail. If the family fails to provide access for the inspection and does not contact SNRHA to reschedule the inspection prior to the scheduled appointment date, SNRHA shall automatically schedule a second appointment in writing. This second letter will be mailed at least five (5) business days prior to the appointment date. If the family is not at home for the re-inspection appointment, SNRHA will consider the family to have violated a Family Obligation and their assistance will be terminated in accordance with the termination procedures in the Plan. Exception to written notices shall be re-inspections for emergency items.

The family is also notified that it is a Family Obligation to allow SNRHA to inspect the unit. If the family was responsible for a breach of HQS identified in Chapter 12, "Denial or Termination of Assistance," they will be advised of their responsibility to correct.

Special Inspections [24CFR 982.405 (c)]

A special inspection may be requested by the owner, the family, or a third party as a result of problems identified with a unit between annual inspections. SNRHA may also conduct a special inspection based on information from third parties such as neighbors or public officials. Non-HQS inspections can be done without a prior notice for fraud.



SNRHA will inspect only the items reported, but if the Inspector notices additional deficiencies that would cause the unit to fail HQS the deficiency(ies) will be documented and the responsible party will be required to make the necessary repairs within established timeframes.

If the annual inspection date is within 90 calendar days of a special inspection, as long as all items are inspected that are included in an annual inspection, the special inspection will be categorized as an annual inspection, and all annual inspection procedures will be followed.

Quality Control Inspections 24CFR 982.405 (b)

HUD requires a sample of units be re-inspected by a supervisor or other qualified individual to ensure HQS are being enforced correctly and uniformly by all inspectors. Quality Control inspections will be performed by the HQS Supervisor or certified designee for the number of units required by SEMAP. The purpose of Quality Control inspections is to ascertain each inspector is conducting accurate and complete inspections, and to ensure there is consistency among inspectors in application of the HQS.

The sampling of files will include recently completed inspections within the previous month of the date they are inspected, a cross-section of neighborhoods, and a cross-section of inspectors.

Reasonable Accommodation: Additional Bedrooms

SNRHA will include a review of actual bedrooms used as part of the annual inspections to verify an additional bedroom for medical equipment and live-in aides, as well as to confirm the continued need for a reasonable accommodation.

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

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

Inspection Costs (Notice PIH 2016-05)

SNRHA may not charge the family for unit inspections [24 CFR 982.405(e).] In the case of inspections of SNRHA-owned units, SNRHA may compensate the independent agency from ongoing administrative fee for inspections performed. SNRHA and the independent agency may not charge the family any fee or charge for the inspection [24 CFR.982.352(b).]

SNRHA Policy

SNRHA will not charge a fee for failed reinspections.

Notice and Scheduling

The family must allow SNRHA to inspect the unit at reasonable times with reasonable notice [24 CFR 982.551(d).]



SNRHA Policy

Both the family and the owner will be given reasonable notice of all inspections. Except in the case of a 24 hour life-threatening emergency, reasonable notice is considered to be 48 hours. Inspections may be scheduled between 8:00 a.m. and 5:00 p.m. In the case of a 24-hour life-threatening emergency (See Section **8-I.C. LIFE THREATENING CONDITIONS**), SNRHA will give as much notice as possible, given the nature of the emergency. Notice shall not be provided for fraud investigations.

Owner and Family Inspection Attendance

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

SNRHA Policy

At initial inspection of a vacant unit, SNRHA will inspect the unit in the presence of the owner or owner's representative. The presence of a family representative is permitted, but is not required.

8-II.B. INITIAL HQS INSPECTION [24 CFR 982.401(a)]

Timing of Initial Inspections

HUD requires the unit to pass HQS on or before the effective date of the lease and HAP Contract. HUD requires PHA with fewer than 1,250 budgeted units to complete the initial inspection, determine whether the unit satisfies HQS, and notify the owner and the family of the determination within 15 calendar days of submission of the Request for Tenancy Approval (RFTA.) For PHAs with 1,250 or more budgeted units, to the extent practicable such inspection and determination must be completed within 15 calendar days. The 15 calendar day period is suspended for any period during which the unit is not available for inspection [982.305(b)(2).]

SNRHA Policy

SNRHA will schedule the initial inspection and determine rent reasonableness within ten (10) business days of submission of the Request for Tenancy Approval (RFTA.)

SNRHA shall accept (in accordance with HUD Federal Register 35974, dated June 25, 2014) inspections completed for HOME funds and LIHTC programs as initial inspections. Documents must be maintained in each file. The inspection must have a written cover indicating pass or fail and the effective date of the inspection. These shall be used only for new developments with HOME or LIHTC fund attached to the funding.

Inspection Results and Re-inspections

SNRHA Policy

If any HQS violations are identified, the owner or his/her representative will be notified of the deficiencies on-site with a written notice to follow no later than the next business day. This notice shall provide a time frame of ten (10) calendar days to correct violations. SNRHA will re-inspect the unit within three (3) business days of the date the owner notifies SNRHA that the required corrections have been made.



If the time period for correcting the deficiencies has elapsed, or the unit fails HQS at the time of the re-inspection, SNRHA will notify the owner and the family the unit has been rejected and the family must search for another unit.

Following a failed re-inspection, the family may elect to submit a new Request for Tenancy Approval (RFTA) for the same unit if the family has not found another unit by the time the owner completes all repairs and the family continues to wish to live in the unit. The unit would be required to pass an inspection, a rent reasonableness determination is required, and a new lease and HAP Contract will need to be executed.

Utilities

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

SNRHA Policy

The utilities must be on at the time of the initial inspection. If they are not on, the inspection will be rescheduled.

SNRHA Policy

The stove and refrigerator must be in place regardless of whether the owner or the family is responsible to provide them.

8-II.C. ANNUAL HQS INSPECTIONS 24CFR 982.405-982.406. Notice PIH 2016-05]

Scheduling the Inspection

Each unit under a HAP contract must have an annual inspection within twelve (12) months after the date of the previous annual or initial inspection.

The PHA will not rely on alternative inspection standards.

SNRHA Policy

If an adult (person 18 or older) cannot be present on the scheduled date, the family should request SNRHA reschedule the inspection. If the family misses the first scheduled appointment without requesting a new inspection date, SNRHA will automatically schedule a second inspection. If the family misses two (2) scheduled inspections without SNRHA approval, SNRHA will consider the family to have violated its obligation to make the unit available for inspection. If the family is unable to be present but authorizes an adult representative to be present, and the adult presents valid photo ID, the inspection will be conducted.

Failure to comply may result in termination of the family's assistance in accordance with Chapter 12.

8-II.D. SPECIAL INSPECTIONS [24 CFR 982.405(g)]

SNRHA will conduct a special inspection within one (1) to three (3) business days if the owner, family, or another source reports HQS violations in the unit.



SNRHA Policy

During a special inspection, SNRHA generally will inspect only those deficiencies reported. The inspector will record any additional HQS deficiencies observed during the course of the inspection and will require the responsible party to make the necessary repairs. If the annual inspection has been scheduled or is due within 90 calendar days of the date the special inspection is scheduled, SNRHA may elect to conduct a full annual inspection.

Non-HQS Special Inspections may be scheduled without notice to verify fraudulent activities and/or other occupancy complaints.

8-II.E. QUALITY CONTROL INSPECTIONS [24 CFR 982.405(b); HCV GB, p. 10-32]

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

The Inspection Supervisor or designee will conduct the quality control inspections by randomly selecting units inspected within the previous month.

The unit sample must include only inspected units within the preceding month. The selected sample will include (1) each type of inspection (initial, annual, and special), (2) inspections completed by inspector, and (3) units from a cross-section of neighborhoods. Quality control inspections will be logged in a manner reviewable and retained for SEMAP confirmation.

8-II.F. INSPECTION RESULTS AND REINSPECTIONS FOR UNITS UNDER HAP CONTRACT

Notification of Corrective Actions

The owner and the family will be notified in writing of the results of all inspections. When an inspection identifies HQS failures, SNRHA will determine (1) whether or not the failure is a 24 hour life threatening condition and (2) whether the family or owner is responsible (See Section 8-I.C. LIFE THREATENING CONDITIONS).

SNRHA Policy

When life threatening conditions are identified, SNRHA will immediately notify both parties by telephone, facsimile, or email. The notice will specify who is responsible for correcting the violation. The corrective actions must be taken within 24 hours of SNRHA's notice. A notification shall also be sent via certified mail and faxed, if a faxed number is available.

When failures that are not life-threatening are identified, SNRHA will send the owner and the family a written notification of the inspection results within two (2) business days of the inspection. The written notice will specify who is responsible for correcting the violation, and the time frame within which the failure must be corrected. Generally not more than 15 calendar days will be allowed for the correction, unless an extension for good cause is determined by the HQS Supervisor or HP Management.



The notice of inspection results will inform the owner if life threatening conditions are not corrected within 24 hours, and non-life threatening conditions are not corrected within 15 calendar days (or any PHA-approved extension), the owner's HAP will be abated in accordance with SNRHA policy (see 8-II.G.) Likewise, in the case of family caused deficiencies, the notice will inform the family if corrections are not made within 15 calendar days (or any PHA-approved extension, if applicable) the family's assistance will be terminated in accordance with PHA policy (see Chapter 12.)

Extensions

For conditions that are 24 hour life-threatening, SNRHA cannot grant an extension to the 24 hour corrective action period. For conditions that are not life-threatening, SNRHA may grant an exception to the required time frames for correcting the violation, if SNRHA determines an extension is appropriate [24 CFR 982.404].

SNRHA Policy

Extensions will be granted in cases where SNRHA has determined the owner has made a good faith effort to correct the deficiencies but was unable to for reasons beyond the owner's control. Reasons may include, but are not limited to:

- A repair cannot be completed because required parts or services are not available.
- A repair cannot be completed because of weather conditions.
- A reasonable accommodation is needed because the family includes a person with disabilities.

The length of the extension will be determined on a case by case basis, but will not exceed 30 calendar days, except in the case of delays caused by weather conditions. In the case of weather conditions, extensions may be continued until the weather has improved sufficiently to make repairs possible. The necessary repairs must be made within 15 calendar days, once the weather conditions have subsided. All requests for extensions must be submitted in writing to the Inspections Department within seven (7) days of the original default date and approved by the Housing Quality Standards (HQS) Supervisor and/or Housing Programs (HP) Management.

Re-inspections

SNRHA Policy

SNRHA will conduct a re-inspection immediately following the end of the corrective period, or any SNRHA approved extension.

The family and owner will be given reasonable notice of the re-inspection appointment. If the deficiencies have not been corrected by the time of the re-inspection, SNRHA will send a Notice of Abatement and Notice of Cancellation of Contract to the owner, or in the case of family caused violations, a Notice of Termination to the family, in accordance with SNRHA policies. If SNRHA is unable to gain entry to the unit in order to conduct the scheduled re-inspection, SNRHA will consider the family to have violated its obligation to make the unit available for inspection. This may result in termination of the family's assistance in accordance with Chapter 12.



8-II.G. ENFORCING OWNER COMPLIANCE [24 CFR 982.405; 982.453]

If the owner fails to maintain the dwelling unit in accordance with HQS (as stated above in 8-I.B), SNRHA must take prompt and vigorous action to enforce the owner obligations.

HAP Abatement

If an owner fails to correct HQS deficiencies by the time specified by SNRHA, HUD requires SNRHA to abate housing assistance payments “no later” than the first of the month following the specified correction period (including any approved extension) [24 CFR 985.3(f)].

No retroactive payments will be made to the owner for the period of time the rent was abated. Owner rents are not abated as a result of HQS failures that are the family's responsibility.

SNRHA Policy

SNRHA will make all HAP abatements effective the first of the following month from the date of the abatement notice if repairs are not made no later than the day/time of the scheduled re-inspection, unless there is an approved written extension by SNRHA management staff prior to the due date. SNRHA will inspect abated units within three (3) business days of the owner's notification the work has been completed if the contract has not been cancelled or the abatement period has not ended.

During any abatement period the family continues to be responsible for its share of the rent and will be scheduled to be issued a voucher to move. The owner must not seek payment from the family for abated amounts and may not use the abatement as cause for eviction. Payment will resume effective on the calendar day the unit passes inspection and the tenant still resides in the unit. The landlord is not entitled to any back rent from SNRHA for units that have been abated due to a failed HQS. The maximum amount of time HAP may be abated is 60 calendar days. If the owner does not make the necessary corrections by the end of the abatement period, the HAP Contract will be cancelled.

HAP Contract Cancellation

SNRHA must decide how long any abatement period will continue before the HAP contract will be terminated.

SNRHA Policy

The maximum length of time HAP may be abated is 60 calendar days. However, if the owner completes corrections and notifies SNRHA before the cancellation of the HAP contract, SNRHA may rescind the cancellation notice if:

- (1) the family still resides in the unit and wishes to remain in the unit and
- (2) the unit passes inspection. Reasonable notice of HAP contract cancellation by SNRHA is at least 30 calendar days.

If the owner does not make the necessary corrections by the end of the abatement period, SNRHA will send a Notice of Cancellation of Contract to the owner and a notice to the family that the HAP contract is being cancelled and the family must move in order to continue to receive assistance.



Example 1 – 24-HOUR LIFE-THREATENING DEFICIENCY:

July 28th - Unit failed inspection (24 Hour Fail.)

A Notice of Default is immediately issued with a re-inspection date for July 29th.

SNRHA cannot grant an extension to the 24 hour corrective action period.

July 29th – Unit is re-inspected and fails (24 Hour Fail.)

The HAP is placed in Abatement effective the first of the following month (August 1st.)

The HAP Contract is cancelled effective September 30th.

The participant will be scheduled to be issued a voucher to move.

The owner/agent must notify SNRHA by the end of the Abatement period of deficiencies corrected and request a re-inspection.

If the unit passes re-inspection, the HAP payment will be reinstated and the participant will have the option to remain in the unit or continue the moving process.

If the unit fails re-inspection or if the owner/agent does not notify SNRHA for a re-inspection, the HAP payments will not be reinstated and the HAP contract will be cancelled as of September 30th. If the participant remains in the unit after September 30th, the participant will be responsible for the full contract rent to the owner/agent.

See Next Page for Example 2 – NON-Life Threatening Deficiency.



Example 2 – NON-LIFE THREATENING DEFICIENCY:

July 28th - Unit failed inspection.

A Notice of Default is immediately issued with a re-inspection date for August 12th. Any extensions for the re-inspection date must be received within seven (7) calendar days of the original date of the Notice of Default.

August 4th – SNRHA has received the Owner/Agent’s request for an extension for re-inspection date. The owner/agent receives up to 15 additional calendar days from the date of the original re-inspection date.

August 27th – Unit is re-inspected and fails.

The HAP is placed in Abatement effective the first of the following month (September 1st.)

The HAP Contract is cancelled effective October 31st.

The participant will be scheduled to be issued a voucher to move.

The owner/agent must notify SNRHA by the end of the Abatement period of deficiencies corrected and request a re-inspection.

If the unit passes re-inspection, the HAP payment will be reinstated and the participant will have the option to remain in the unit or continue the moving process.

If the unit fails re-inspection or if the owner/agent does not notify SNRHA for a re-inspection, the HAP payments will not be reinstated and the HAP contract will be cancelled as of October 31st. If the participant remains in the unit after October 31st, the participant will be responsible for the full contract rent to the owner/agent.

Families that reside in units that have been abated, will be issued a voucher and will have the option to move even if the assisted unit passes inspection (the third and final inspection.)

Normally the maximum length of time that a HAP may be abated is 60 calendar days.

8-II.H. ENFORCING FAMILY COMPLIANCE WITH HQS [24 CFR 982.404(b)]

Families are responsible for correcting any HQS violations listed in paragraph 8.I.D. If the family fails to correct a violation within the period allowed by SNRHA (and any written extensions), SNRHA will terminate the family’s assistance, according to the policies described in Chapter 12.

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



PART III: RENT REASONABLENESS [24 CFR 982.507]

8-III.A. OVERVIEW

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

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

SNRHA-owned Units [24 CFR 982.352(b)]

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

8-III.B. WHEN RENT REASONABLENESS DETERMINATIONS ARE REQUIRED

Owner-initiated Rent Determinations

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

The owner and family first negotiate the rent for a unit. SNRHA (or independent agency in the case of SNRHA-owned units) will assist the family with the negotiations upon request. Prior to the initial occupancy, SNRHA must determine whether the proposed rent is reasonable before a HAP Contract is signed. The owner must not change the rent during the initial lease term. Subsequent requests for rent adjustments must be consistent with the lease between the owner and the family.

SNRHA Policy

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

SNRHA will determine whether the requested increase is reasonable within ten (10) business days of receiving the request from the owner. The owner will be notified of the determination in writing.



All rental increase adjustments must be received 60 calendar days prior to the anniversary date of the HAP contract and will be processed with the next annual recertification. Owners/managers who fail to submit at least 60 calendar days prior shall be denied their request for a rental increase for that year.

SNRHA- and HUD-Initiated Rent Reasonableness Determinations

HUD requires SNRHA to make a determination of rent reasonableness (even if the owner has not requested a change) if there is a ten (10) percent decrease in the fair market rent that goes into effect at least 60 calendar days before the contract anniversary date. HUD also may direct SNRHA to make a determination at any other time. SNRHA may decide a new determination of rent reasonableness is needed at any time.

SNRHA Policy

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

8-III.C. HOW COMPARABILITY IS ESTABLISHED

SNRHA will determine and document on a case-by-case basis that the approved rent is reasonable in comparison to rent for other comparable unassisted units in the market. This applies to all programs.

SNRHA will not approve a lease until SNRHA determines the initial rent to owner is a reasonable rent. SNRHA must re-determine the reasonable rent before any increase in the rent to owner, and if there is a five (5) percent decrease in the published Fair Market Rent (FMR) in effect 60 calendar days before the contract anniversary (for the unit size rented by the family) as compared with the FMR in effect one (1) year before the contract anniversary.

SNRHA must re-determine rent reasonableness if directed by HUD and based on a need identified by SNRHA's auditing system. SNRHA may elect to re-determine rent reasonableness at any other time. At all times during the assisted tenancy, the rent to owner may not exceed the reasonable rent as most recently determined or re-determined by SNRHA.

The owner will be advised by accepting each monthly housing assistance payment he/she will be certifying the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises.

If requested, the owner must give SNRHA information on rents charged by the owner for other units in the premises or elsewhere.

The data for other unassisted units will be gathered from newspapers, Internet Realtors, professional associations, inquiries of owners, market surveys, and other available sources.

The market areas for rent reasonableness are census tracts and/or neighborhoods within two (2) miles of the target unit to the extent possible. Subject units within a defined housing market area will be compared to similar units within the same area.

The following items will be used for rent reasonableness documentation:



Factors to Consider

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

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

8-III.D. SNRHA RENT REASONABLENESS METHODOLOGY

In accordance with the regulations and PIH 2003-12, the voucher program regulation at 24 CFR 982.507 requires SNRHA to certify the rent charged to the housing choice voucher tenant is not more than the rent charged for other unassisted comparable units. Section 982.507(c) states the owner must give SNRHA information requested by SNRHA on rents charged by the owner for other units in the premises or elsewhere. The RFTA, Form HUD-52517, was revised to add information from owners of multifamily properties on the rents charged for three (3) recent rentals of comparable unassisted units in the same complex. The owner supplies this information in Section 12a of the revised RFTA. SNRHA may use the information provided in Section 12a of the form to determine and document rent reasonableness for comparable unassisted units in the same apartment complex.

In adherence with HUD requirements, SNRHA utilizes a rent reasonableness system and database comparing similar units and includes and considers all of HUD's rent reasonableness factors. SNRHA will use three (3) comparable units for each rent reasonableness determination.

SNRHA utilizes the Gosection8.com rent reasonable service which uses a hedonic valuation model (in this context hedonic price analysis determines how the price of a unit varies with its unique characteristics) to identify and compare the program subject unit to the most similar private market rental property units within a specific geographic radius, drawing on a data base of non-subsidized comparable units and current property listings in compliance with HUD Rent Reasonable requirements.

Gosection8.com hedonic pricing methodology adjusts the rental value of the comparable units, based on features that may differ between the comparable units and the subject unit. For example, when a comparable unit has a significant feature the subject unit does not have (e.g., owner-paid utilities), the rental price of the comparable unit should be adjusted downward, as if the comparable unit also did not have this feature. The amount of the adjustment is equal to the value of that feature in the market.

Section 982.507(c) states the owner must give SNRHA information requested by SNRHA on rents charged by the owner for other units in the premises or elsewhere. The RFTA, Form HUD-52517, was revised to add information from owners of multifamily properties on the rents charged for three (3) recent rentals of comparable unassisted units in the same complex.



The owner supplies this information in Section 12a of the revised RFTA. SNRHA may use the information provided in Section 12a of the form to determine and document rent reasonableness for comparable unassisted units in the same apartment complex.

How Market Data is Collected

SNRHA Policy

SNRHA will collect and maintain data on market rents in SNRHA's jurisdiction. Information sources include newspapers, realtors, market surveys, inquiries of owners and other available sources. The data will be maintained by bedroom size and market areas. Market areas may be defined by zip codes, census tract, neighborhood, and identifiable natural or man-made boundaries. The data will be updated on an ongoing basis and rent information that is more than 12 months old will be eliminated from the database. In the cases where a comparable is required, SNRHA shall provide for three (3) comparable units.

How Rents are Determined

SNRHA Policy

The rent for the unit proposed for HCV assistance will be compared to the rent charged for no less than three (3) comparable units in the same market area. SNRHA will develop a range of prices for comparable units within this rent range. Interactive maps with satellite overlays will be used to identify and select the most similar unsubsidized units in closest proximity to the subject unit, and comparable unit data characteristics will be used to select the most similar units. Because units may be similar, but not exactly like the unit proposed for HCV assistance, SNRHA may make adjustments to the range of prices to account for these differences.

Units That Must Not Be Used as Comparables

Comparable units must represent unrestricted market rents. Therefore, units receiving some form of federal, state, or local assistance imposing rent restrictions cannot be considered comparable units. These include units assisted by HUD through any of the following programs:

- Section 8 project-based assistance,
- Section 236 and Section 221(d)(3),
- Below Market Interest Rate (BMIR) projects,
- HOME or Community Development Block Grant (CDBG) program-assisted units in which the rents are subsidized,
- Units subsidized through federal, state, or local tax credits,
- Units subsidized by the Department of Agriculture rural housing programs, and
- Units rent-controlled by local ordinance.

Note: Notice PIH 2011-46 issued August 17, 2011, provides further guidance on the issue of what constitutes an assisted unit.



Rents Charged for Other Units on the Premises

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

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

Information is gathered on unassisted rental units in SNRHA's market area, and each unit is rated, using SNRHA's rent reasonableness system. Using an automated method, the average rents are identified for units of like size and type within the same market area. Attempts will be made to localize the unit within the same census tract or the adjoining census tract. As many defined factors of the items listed above on the unit to be assisted will be compared, to those factors of comparable unassisted units in the database. The average will be adjusted up or down based on the estimated dollar value of the comparable items in comparison with the total database.

The unit and the comparable(s) shall be maintained in the file.

***** EXHIBIT 8-1: See next page *****



EXHIBIT 8-1: OVERVIEW OF HUD HOUSING QUALITY STANDARDS

Note: This document provides an overview of HQS. For more detailed information see the following documents:

- 24 CFR 982.401, Housing Quality Standards (HQS)
- Housing Choice Voucher Guidebook, Chapter 10.
- HUD Housing Inspection Manual for Section 8 Housing
- HUD Inspection Form, form HUD-52580 (4-20-2015) and Inspection Checklist, form HUD-52580-A (4/2015)

Sanitary Facilities

The dwelling unit must include sanitary facilities within the unit. The sanitary facilities must be usable in privacy and must be in proper operating condition and adequate for personal cleanliness and disposal of human waste.

Food Preparation and Refuse Disposal

The dwelling unit must have space and equipment suitable for the family to store, prepare, and serve food in a sanitary manner.

Space and Security

The dwelling unit must provide adequate space and security for the family. This includes having at least one (1) bedroom or living/sleeping room for each two (2) persons.

Thermal Environment

The unit must have a safe system for heating the dwelling unit. The cooling system must be in proper operating condition. The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Portable electric room heaters or kitchen stoves with built-in heating units are not acceptable as a primary source of heat for units located in climatic areas where permanent heat systems are required.

Illumination and Electricity

Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. Minimum standards are set for different types of rooms. Once the minimum standards are met, the number, type and location of electrical sources are a matter of tenant preference.

Structure and Materials

The dwelling unit must be structurally sound. Handrails are required when four (4) or more steps (risers) are present, and protective railings are required when porches, balconies, and stoops are 30 inches or more off the ground. The elevator servicing the unit must be working [if there is one.] Manufactured homes must have proper tie-down devices capable of surviving wind loads common to the area.



Interior Air Quality

The dwelling unit must be free of air pollutant levels that threaten the occupants' health. There must be adequate air circulation in the dwelling unit. Bathroom areas must have one openable window or other adequate ventilation. Any sleeping room must have at least one (1) window. If a window was designed to be opened, it must be in proper working order.

Water Supply

The dwelling unit must be served by an approved public or private water supply that is sanitary and free from contamination. Plumbing fixtures and pipes must be free of leaks and threats to health and safety.

Lead-Based Paint

Lead-based paint requirements apply to dwelling units built prior to 1978 occupied by families with children less than six (6) years of age, excluding zero bedroom dwellings. Owners must:

- Disclose known lead-based paint hazards to prospective tenants before the lease is signed,
- Provide all prospective families with "Protect Your Family from Lead in Your Home,"
- Stabilize deteriorated painted surfaces and conduct hazard reduction activities within 30 days when identified by the PHA
- Notify tenants each time such an activity is performed
- Conduct all work in accordance with HUD safe practices
- As part of ongoing maintenance ask each family to report deteriorated paint.
- Maintain covered housing without deteriorated paint if there is child under six (6) in the family.

For units occupied by Elevated Blood Lead Level (EBLL or lead poisoned) children under six (6) years of age, an environmental investigation must be conducted (paid for by the PHA.) If lead hazards are identified during the risk assessment, the owner must complete hazard reduction activities within 30 days.

See HCV GB p. 10-15 for a detailed description of these requirements. For additional information on lead-based paint requirements see 24 CFR 35, Subparts A, B, M, and R.

Access

Use and maintenance of the unit must be possible without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire.

Site and Neighborhood

The site and neighborhood must be reasonably free from disturbing noises and reverberations, excessive trash or vermin, or other dangers to the health, safety, and general welfare of the occupants.

Sanitary Condition

The dwelling unit and its equipment must be in sanitary condition and free of vermin and rodent infestation. The unit must have adequate barriers to prevent infestation.



Smoke Detectors

Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards.) If the dwelling unit is occupied by any person with a hearing impairment, smoke detectors must have an appropriate alarm system as specified in NFPA 74 (or successor standards.)

Hazards and Health/Safety

The unit (interior and exterior common areas) accessible to the family, the site, and the surrounding neighborhood must be free of hazards to the family's health and safety.

* * * Exhibit 8-2 (Next Page) * * *



EXHIBIT 8-2: SUMMARY OF TENANT PREFERENCE AREAS

RELATED TO HOUSING QUALITY

Note: This document provides an overview of unit and site characteristics and conditions for which the family determines acceptability. For more detailed information see the following documents:

- Housing Choice Voucher Guidebook, Chapter 10
- HUD Housing Inspection Manual for Section 8 Housing
- HUD Inspection Form, form HUD-52580 (4-20-2015) and Inspection Checklist, form HUD-52580-A (-4-2015)

Provided the minimum Housing Quality Standards have been met, HUD permits the family to determine whether the unit is acceptable with regard to the following characteristics.

- *Sanitary Facilities.* The family may determine the adequacy of the cosmetic condition and quality of the sanitary facilities, including the size of the lavatory, tub, or shower; the location of the sanitary facilities within the unit; and the adequacy of the water heater.
 - *Food Preparation and Refuse Disposal.* The family selects size and type of equipment it finds acceptable. When the family is responsible for supplying cooking appliances, the family may choose to use a microwave oven in place of a conventional oven, stove, or range. When the owner is responsible for providing cooking appliances, the owner may offer a microwave oven in place of an oven, stove, or range only if other subsidized and unsubsidized units on the premises are furnished with microwave ovens only. The adequacy of the amount and type of storage space, the cosmetic conditions of all equipment, and the size and location of the kitchen are all determined by the family.
 - *Space and Security.* The family may determine the adequacy of room sizes and room locations. The family is also responsible for deciding the acceptability of the type of door and window locks, except for double cylinder dead bolts locks on doors which are prohibited.
 - *Energy conservation items.* The family may determine whether the amount of insulation, presence or absence of storm doors and windows and other energy conservation items are acceptable.
 - *Illumination and Electricity.* The family may determine whether the location and the number of outlets and fixtures (over and above those required to meet HQS standards) are acceptable or if the amount of electrical service is adequate for the use of appliances, computers, or stereo equipment.
- (6) *Structure and Materials.* Families may determine whether minor defects, such as lack of paint, or worn flooring or carpeting will affect the livability of the unit.
- (7) *Indoor Air.* Families may determine whether window and door screens, filters, fans, or other devices for proper ventilation are adequate to meet the family's needs. However, if screens are present they must be in good condition.
- (8) *Sanitary Conditions.* The family determines whether the sanitary conditions in the unit, including minor infestations, are acceptable.
- (9) *Neighborhood conditions.* Families may determine whether neighborhood conditions such as the presence of drug activity, commercial enterprises, and convenience to shopping will affect the livability of the unit.

Families have no discretion with respect to lead-based paint standards and smoke detectors.



-Chapter 9

GENERAL LEASING POLICIES REQUEST FOR APPROVAL OF TENANCY AND CONTRACT EXECUTION

INTRODUCTION [24 CFR 982.305(a)]

This Section covers the lease-up process from the family's submission of a Request for Tenancy Approval to execution of the HAP contract. SNRHA's program operations are designed to utilize available resources in a manner that is efficient and provide eligible families timely assistance based on the number of units that have been budgeted. SNRHA's objectives include maximizing HUD funds by providing assistance to as many eligible families and for as many eligible units as the budget will allow.

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

Chapter 9 covers the lease-up process from the family's submission of a Request for Tenancy Approval to execution of the HAP contract.

In order for SNRHA to assist a family in a particular dwelling unit, or execute a Housing Assistance Payments (HAP) contract with the owner of a dwelling unit, SNRHA must determine all the following program requirements are met:

- The unit itself must qualify as an eligible unit [24 CFR 982.305(a)]
- The unit must be inspected by the PHA and meet the Housing Quality Standards (HQS) [24 CFR 982.305(a)]
- The lease offered by the owner must be approvable and must include the required Tenancy Addendum [24 CFR 982.305(a)]
- The rent to be charged by the owner for the unit must be reasonable [24 CFR 982.305(a)]
- The owner must be an eligible owner, approvable by SNRHA, with no conflicts of interest [24 CFR 982.306]
- For families initially leasing a unit only: Where the gross rent of the unit exceeds the applicable payment standard for the family, the share of rent to be paid by the family cannot exceed 40 percent of the family's monthly adjusted income [24 CFR 982.305(a)]

9-I.A. TENANT SCREENING

SNRHA has no liability or responsibility to the owner or other persons for the family's behavior or suitability for tenancy [24 CFR 982.307(a)(1)].



SNRHA may elect to screen applicants for family behavior or suitability for tenancy. See Chapter 3 for a discussion of SNRHA's policies with regard to screening applicant families for program eligibility [24 CFR 982.307(a)(1)].

The owner is responsible for screening and selection of the family to occupy the owner's unit. At or before SNRHA approval of the tenancy, SNRHA must inform the owner that screening and selection for tenancy is the responsibility of the owner [24 CFR 982.307(a)(2)]. SNRHA must also inform the owner or manager of their responsibility to comply with VAWA. [Pub.L. 109-162]

SNRHA must provide the owner with the family's current and prior address (as shown in SNRHA records); and the name and address (if known to SNRHA) of the landlord at the family's current and prior address. [24 CFR 982.307 (b)(1)].

SNRHA is permitted, but not required, to offer the owner other information in SNRHA's possession about the family's tenancy [24 CFR 982.307(b)(2)].

SNRHA's policy on providing information to the owner must be included in the family's briefing packet [24 CFR 982.307(b)(3)].

SNRHA Policy

SNRHA will not screen applicants for family behavior or suitability for tenancy.

SNRHA will not provide additional screening information to the owner.

9-I. B. REQUESTING TENANCY APPROVAL [Form HUD-52517]

After the family is issued a voucher, the family must locate an eligible unit, with an owner or landlord willing to participate in the voucher program. Once a family finds a suitable unit and the owner is willing to lease the unit under the program, the owner and the family must request SNRHA to approve the assisted tenancy in the selected unit.

The owner and the family must submit all documents to SNRHA:

- Completed Request for Tenancy Approval (RFTA) – Form HUD-52517
- Copy of the proposed lease (signed by both parties with no effective date), including any addendum regarding utilities and who supplies the stove and refrigerator.
- W9 Form for legal owner (must include additional W-9 for payee, if other than owner)
- Direct Deposit Form- with voided check (must be pre-printed from bank or a statement from bank with business logo and information)
- Recorded Deed – staff will verify using Clark County Government websites
- Management Agreement, if applicable
- A copy of an active LLC (Limited Liability Company/Corporation)
- Trust documents, if applicable to identify trustee bank assigned tax ID or EIN
- Side Payment/Program Abuse Form.

The RFTA contains important information about the rental unit selected by the family, including unit address, number of bedrooms, structure type, year constructed, utilities included in the rent,



and the requested beginning date of the lease, necessary for SNRHA to determine whether to approve the assisted tenancy in this unit.

Owners must certify they are not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless SNRHA has granted a request for reasonable accommodation for a person with disabilities who is a member of the participant household.

For units constructed prior to 1978, owners must either 1) certify the unit, common areas, and exterior have been found to be free of lead-based paint by a certified inspector; or 2) attach a lead-based paint disclosure statement.

Both the RFTA and the proposed lease must be submitted no later than the expiration date stated on the voucher. [HCV GB p.8-15].

SNRHA Policy

The RFTA must be signed by both the family and the owner.

The owner may submit the RFTA on behalf of the family.

Completed RFTA (including the proposed dwelling lease) must be submitted as hard copies. The original RFTA must be submitted.

The family may not submit, and SNRHA will not process, more than one (1) RFTA at a time.

When the family submits the RFTA SNRHA will review the RFTA for completeness.

If the RFTA is incomplete (including lack of signature or date by family, owner, or both and/or failure to include comparable unassisted unit information), or if the dwelling lease is not submitted with the RFTA, or other required documents are not attached, SNRHA will NOT accept the packet.

When the family submits the RFTA and proposed lease, SNRHA will also review the terms of the RFTA for consistency with the terms of the proposed lease.

If the terms of the RFTA are not consistent with the terms of the proposed lease, SNRHA will notify the family and the owner of the discrepancies.

Corrections to the terms of the RFTA and/or the proposed lease will only be accepted as hard copies, in-person, by mail, email, or by fax. The PHA will not accept corrections by phone.

Because of the time sensitive nature of the tenancy approval process, SNRHA will attempt to communicate with the owner and family by phone, fax, or email. SNRHA will use mail when the parties can't be reached by phone, fax, or email.

The original Request for Tenancy Approval (RFTA) and a signed copy of the proposed Lease with no commencement date, including the HUD prescribed tenancy addendum, must be submitted by the family during the term of the voucher. The family must submit the Request for Tenancy Approval in the form and manner required by SNRHA. The lease dates must match the contract effective date and must be signed by both parties with no execution date at the time of submission.



The Request for Tenancy Approval must be signed by both the owner and Voucher holder. The owner must submit a “record deed” at the time the RFTA is submitted.

SNRHA will not permit the family to submit more than one RFTA at a time.

SNRHA will review the proposed lease and the Request for Approval of Tenancy documents to determine whether or not they are approvable. The Request will be approved if all of the following are true:

The unit is an eligible type of housing.

The unit meets HUD's Housing Quality Standards (and any additional criteria as identified in this Administrative Plan).

The rent is reasonable.

The Security Deposit is approvable in accordance with any limitations in this plan.

The proposed lease complies with HUD and SNRHA requirements (See Section C).

The owner is approvable, and there are no conflicts of interest or the owner has not been debarred (See Section I).

In addition to the above, at the time a family initially receives assistance (new admissions and moves); the family share of rent may not exceed 40 percent of their monthly adjusted income.

Disapproval of RFTA

If SNRHA determines the request cannot be approved for any reason, the landlord and the family will be notified by phone or in writing.

When, for any reason, an RFTA is not approved, SNRHA will furnish another RFTA form to the family along with the notice of disapproval so the family can continue to search for eligible housing, if there is time remaining on the voucher.

9-I.C. OWNER PARTICIPATION

SNRHA does not formally approve an owner to participate in the HCV program. However, there are a number of criteria where SNRHA may deny approval of an assisted tenancy based on past owner behavior, conflict of interest, or other owner-related issues. No owner has a right to participate in the HCV program. [24 CFR 982.306(e)]

See Chapter 13 for a full discussion of owner qualification to participate in the HCV program.

9-I.D. ELIGIBLE UNITS

There are a number of criteria a dwelling unit must meet in order to be eligible for assistance under the voucher program. Generally, a family in possession of a voucher may choose any available rental dwelling unit on the market in SNRHA’s jurisdiction. This includes the dwelling unit they are currently occupying.



Ineligible Units [24 CFR 982.352(a)]

SNRHA may not assist a unit under the voucher program if the unit is a public housing or Indian housing unit; a unit receiving project-based assistance under section 8 of the 1937 Act (42 U.S.C. 1437f); nursing homes, board and care homes, or facilities providing continual psychiatric, medical, or nursing services; college or other school dormitories; units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions; a unit occupied by its owner or by a person with any interest in the unit.

SNRHA-Owned Units [24 CFR 982.352(b)]

Otherwise eligible units owned or substantially controlled by SNRHA issuing the voucher may also be leased in the voucher program. In order for a SNRHA-owned unit to be leased under the voucher program, the unit must not be ineligible housing and SNRHA must inform the family, both orally and in writing, that the family has the right to select any eligible unit available for lease and the family is free to select a SNRHA-owned unit without any pressure or steering by SNRHA.

SNRHA Policy

SNRHA does have eligible SNRHA-owned units available for leasing under the voucher program.

Special Housing Types [24 CFR 982 Subpart M]

HUD regulations permit, but do not generally require, SNRHA to permit families to use voucher assistance in a number of special housing types in accordance with the specific requirements applicable to those programs. These special housing types include single room occupancy (SRO) housing, congregate housing, group home, shared housing, manufactured home space (where the family owns the manufactured home and leases only the space), cooperative housing and homeownership option. See Chapter 15 for specific information and policies on any of these housing types SNRHA has chosen to allow.

The regulations do require SNRHA to permit use of any special housing type if needed as a reasonable accommodation so the program is readily accessible to and usable by persons with disabilities.

Duplicative Assistance [24 CFR 982.352(c)]

A family may not receive the benefit of HCV tenant-based assistance while receiving the benefit of any of the following forms of other housing subsidy, for the same unit or for a different unit:

- Public or Indian housing assistance;
- Other Section 8 assistance (including other tenant-based assistance);
- Assistance under former Section 23 of the United States Housing Act of 1937 (before amendment by the Housing and Community Development Act of 1974);
- Section 101 rent supplements;
- Section 236 rental assistance payments;
- Tenant-based assistance under the HOME Program;



- Rental assistance payments under Section 521 of the Housing Act of 1949 (a program of the Rural Development Administration);
- Any local or State rent subsidy;
- Section 202 supportive housing for the elderly;
- Section 811 supportive housing for persons with disabilities; (11) Section 202 projects for non-elderly persons with disabilities (Section 162 assistance); or
- Any other duplicative federal, State, or local housing subsidy, as determined by HUD. For this purpose, 'housing subsidy' does not include the housing component of a welfare payment, a social security payment received by the family, or a rent reduction because of a tax credit.

Housing Quality Standards (HQS) [24 CFR 982.305 and 24 CFR 982.401]

In order to be eligible, the dwelling unit must be in decent, safe and sanitary condition. This determination is made using HUD's Housing Quality Standards (HQS) and/or equivalent state or local standards approved by HUD. See Chapter 8 for a full discussion of the HQS standards, as well as the process for HQS inspection at initial lease-up.

Unit Size

In order to be eligible, the dwelling unit must be appropriate for the number of persons in the household. A family must be allowed to lease an otherwise acceptable dwelling unit with fewer bedrooms than the number of bedrooms stated on the voucher issued to the family, provided the unit meets the applicable HQS space requirements [24 CFR 982.402(d)]. The family must be allowed to lease an otherwise acceptable dwelling unit with more bedrooms than the number of bedrooms stated on the voucher issued to the family. See Chapter 7 for a full discussion of subsidy standards.

Rent Reasonableness [24 CFR 982.305 and 24 CFR 982.507]

In order to be eligible, the dwelling unit must have a reasonable rent. The rent must be reasonable in relation to comparable unassisted units in the area and must not be in excess of rents charged by the owner for comparable, unassisted units on the premises. See Chapter 8 for a full discussion of rent reasonableness and the rent reasonableness determination process.

Rent Burden [24 CFR 982.508]

Where a family is initially leasing a unit and the gross rent of the unit exceeds the applicable payment standard for the family, the dwelling unit rent must be at a level where the family's share of rent does not exceed 40 percent of the family's monthly adjusted income. See Chapter 5 for a discussion of calculation of gross rent, the use of payment standards, and calculation of family income, family share of rent and HAP.

9-I.E. LEASE AND TENANCY ADDENDUM

The family and the owner must execute and enter into a written dwelling lease for the assisted unit. This written lease is a contract between the tenant family and the owner; SNRHA is not a party to this contract.



The tenant must have legal capacity to enter a lease under State and local law. 'Legal capacity' means the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner [24 CFR 982.308(a)].

Lease Form and Tenancy Addendum [24 CFR 982.308]

If the owner uses a standard lease form for rental to unassisted tenants in the locality or the premises, the lease must be in such standard form. If the owner does not use a standard lease form for rental to unassisted tenants, the owner may use another form of lease. The HAP contract prescribed by HUD contains the owner's certification that if the owner uses a standard lease form for rental to unassisted tenants, the lease is in such standard form.

All provisions in the HUD-required Tenancy Addendum must also be added word-for-word to the owner's standard lease form, for use with the assisted family. The Tenancy Addendum includes the tenancy requirements for the program and the composition of the household as approved by SNRHA. As a part of the lease, the tenant shall have the right to enforce the Tenancy Addendum against the owner and the terms of the Tenancy Addendum shall prevail over any other provisions of the lease.

SNRHA Policy

SNRHA does not provide a model or standard dwelling lease for owners to use in the HCV program.

Lease Information [24 CFR 982.308(d)]

The assisted dwelling lease must contain all of the required information as listed below:

- The names of the owner and the tenant:
- The unit rented (address, apartment number, and any other information needed to identify the contract unit)
- The term of the lease (initial term and any provisions for renewal)
- The amount of the monthly rent to owner
- A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family. The owner and tenant must sign and date the lease

Term of Assisted Tenancy

The initial term of the assisted dwelling lease must be for at least one (1) year [24 CFR 982.309]. The initial lease term is also stated in the HAP contract.

The HUD program regulations permit SNRHA to approve a shorter initial lease term if certain conditions are met.

SNRHA Policy

SNRHA will not approve an initial lease term of less than one (1) year.

During the initial term of the lease, the owner may not raise the rent to tenant [24 CFR 982.309].



Any provisions for renewal of the dwelling lease will be stated in the dwelling lease [HCV Guidebook, pg. 8-22]. There are no HUD requirements regarding any renewal extension terms, except they must be in the dwelling lease if they exist.

SNRHA may execute the HAP contract even if there is less than one year remaining from the beginning of the initial lease term to the end of the last expiring funding increment under the consolidated ACC. [24 CFR 982.309(b)].

Security Deposit [24 CFR 982.313 (a) and (b)]

The owner may collect a security deposit from the tenant. SNRHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.

SNRHA Policy

SNRHA will allow the owner to collect any security deposit amount the owner determines is appropriate as long as it does not exceed one month contract rent.

Separate Non-Lease Agreements between Owner and Tenant

Owners may not demand or accept any rent payment from the family in excess of the rent to the owner minus SNRHA's housing assistance payments to the owner [24 CFR 982.451(b)(4)].

The owner may not charge the tenant extra amounts for items customarily included in rent in the locality, or provided at no additional cost to unsubsidized tenants in the premises [24 CFR 982.510(c)].

SNRHA Policy

SNRHA permits owners and families to execute separate, non-lease agreements for services, appliances (other than range and refrigerator) and other items are not included in the lease.

Any items, appliances, or other services customarily provided to unassisted families as part of the dwelling lease with those families, or are permanently installed in the dwelling unit, must be included in the dwelling lease for the assisted family. These items, appliances or services cannot be placed under a separate non-lease agreement between the owner and family. Side payments for additional rent, or for items, appliances or services customarily provided to unassisted families as part of the dwelling lease for those families, are prohibited. Accepting side payments shall result in termination of the HAP Contract and termination of the family's assistance.

Any items, appliances, or other services not customarily provided to unassisted families as part of the dwelling lease with those families, are not permanently installed in the dwelling unit and where the family has the sole option of not utilizing the item, appliance or service, may be included in a separate non-lease agreement between the owner and the family.

The family is not liable and cannot be held responsible under the terms of the assisted dwelling lease for any charges pursuant to a separate non-lease agreement between the owner and the family. Non-payment of any charges pursuant to a separate non-lease



agreement between the owner and the family cannot be a cause for eviction or termination of tenancy under the terms of the assisted dwelling lease.

Separate non-lease agreements involving additional items, appliances, or other services may be considered amenities offered by the owner and may be taken into consideration when determining the reasonableness of the rent for the property.

SNRHA Review of Lease

SNRHA will review the dwelling lease for compliance with all applicable requirements.

SNRHA Policy

If the dwelling lease is incomplete or incorrect, SNRHA will notify the family and the owner of the deficiencies. Missing and corrected lease information will only be accepted as hard copies, in-person, by mail, or by fax. SNRHA will not accept missing and corrected information over the phone. The lease must be submitted with the RFTA. The lease must be signed by both parties with no effective date as the effective date shall be the date the unit passes HQS inspection or the date the tenant takes possession after a passed HQS inspection (whichever is later). Possession shall be defined as having keys or access to keys (i.e. via a lock box).

Because the initial leasing process is time-sensitive, SNRHA will attempt to communicate with the owner and family by phone, fax, or email. SNRHA will use mail when the parties can't be reached by phone, fax, or email.

SNRHA is permitted, but is not required, to review the lease to determine if the lease complies with State and local law and is permitted to decline to approve the tenancy if SNRHA determines the lease does not comply with State or local law [24 CFR 982.308(c)]

SNRHA Policy

SNRHA will not review the owner's lease for compliance with state/local law but shall review to ensure the lease matches the RFTA and is in compliance with the HAP contract which requires content for appliances and utilities.

9-I.F. TENANCY APPROVAL [24 CFR 982.305]

After receiving the family's Request for Tenancy Approval, with proposed dwelling lease, SNRHA must promptly notify the family and owner whether the assisted tenancy is approved.

Prior to approving the assisted tenancy and execution of a HAP contract, SNRHA must ensure all required actions and determinations, discussed in Part I of this chapter have been completed.

These actions include ensuring the unit is eligible; the unit has been inspected by SNRHA and meets the Housing Quality Standards (HQS); the lease offered by the owner is approvable and includes the required Tenancy Addendum; the rent to be charged by the owner for the unit must be reasonable; where the family is initially leasing a unit and the gross rent of the unit exceeds the applicable payment standard for the family, the share of rent to be paid by the family does not exceed 40 percent of the family's monthly adjusted income [24 CFR 982.305(a)]; the owner is an eligible owner, not disapproved by SNRHA, with no conflicts of interest [24 CFR 982.306];



the family and the owner have executed the lease, including the Tenancy Addendum, and the lead-based paint disclosure information [24 CFR 982.305(b)].

SNRHA Policy

SNRHA will complete its rent reasonable determination and schedule the initial inspection within ten (10) business days of receiving all required information, as long as the rent is reasonable and does not exceed the family's 40% threshold and the utilities are in service at the unit.

If the terms of the RFTA/proposed lease are changed for any reason, with the exception of negotiating rent, SNRHA will obtain corrected copies of the RFTA and proposed lease, signed by the family and the owner.

Corrections to the RFTA/proposed lease will only be accepted as hard copies, in-person, by mail, email, or by fax. SNRHA will not accept corrections over the phone.

If SNRHA determines the tenancy cannot be approved for any reason, the owner and the family will be notified and given the opportunity to address any reasons for disapproval. SNRHA will instruct the owner and family of the steps necessary to approve the tenancy.

Where the tenancy cannot be approved because the unit is not approvable, the family must continue to search for eligible housing within the timeframe of the issued voucher. No RFTA will be accepted after the voucher expires without a prior extension.

If the tenancy cannot be not approved due to rent affordability (including rent burden and rent reasonableness), SNRHA will attempt to negotiate the rent with the owner. If a new, approvable rent is negotiated, the tenancy will be approved. If the owner is not willing to negotiate an approvable rent, the family must continue to search for eligible housing within the timeframe of the issued voucher.

9-I.G. HAP CONTRACT EXECUTION [24 CFR 982.305]

The HAP contract is a written agreement between SNRHA and the owner of the dwelling unit occupied by a housing choice voucher assisted family. Under the HAP contract, SNRHA agrees to make housing assistance payments to the owner on behalf of a specific family occupying a specific unit and obliges the owner to comply with all program requirements.

The HAP contract format is prescribed by HUD.

If SNRHA has given approval for the family of the assisted tenancy, the owner and SNRHA execute the HAP contract.

The term of the HAP contract must be the same as the term of the lease [24 CFR 982.451(a)(2)].

SNRHA is permitted to execute a HAP contract even if the current funding availability does not extend for the full term of the HAP contract.

SNRHA must make a best effort to ensure the HAP contract is executed as soon as possible once the unit passes initial inspection. Regardless, the HAP contract must be executed no later than 60 calendar days from the beginning of the lease term.



SNRHA may not pay any housing assistance payment to the owner until the HAP contract has been executed. If the HAP contract is executed during the period of 60 calendar days from the beginning of the lease term, SNRHA will pay housing assistance payments after execution of the HAP contract (in accordance with the terms of the HAP contract), to cover the portion of the lease term before execution of the HAP contract (a maximum of 60 days).

Any HAP contract executed after the 60 day period is void, and SNRHA may not pay any housing assistance payment to the owner.

SNRHA Policy

The owner and the assisted family will execute the dwelling lease and the owner must provide a copy to SNRHA with the RFTA. SNRHA will ensure both the owner and the assisted family receive copies of the dwelling lease.

The owner and SNRHA will execute the HAP contract. SNRHA will not execute a HAP contract until the owner has submitted an IRS form W-9. SNRHA will ensure the owner receives a copy of the executed HAP contract.

SNRHA shall accept electronic signatures on HAP contracts and transfer of ownership/management documents.

See Chapter 13 for a discussion of the HAP contract and contract provisions.

9-I.H. CHANGES IN LEASE OR RENT [24 CFR 982.308]

If the tenant and the owner agree to any changes in the lease, such changes must be in writing, and the owner must immediately give SNRHA a copy of such changes. The lease, including any changes, must remain in accordance with the requirements of this chapter.

Generally, SNRHA approval of tenancy and execution of a new HAP contract are not required for changes in the lease. However, under certain circumstances, voucher assistance in the unit shall not be continued unless SNRHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner. These circumstances include:

- Changes in lease requirements governing tenant or owner responsibilities for utilities or appliances.
- Changes in lease provisions governing the term of the lease.
- The family moves to a new unit, even if the unit is in the same building or complex.

In these cases, if the HCV assistance is to continue, the family must submit a new Request for Tenancy Approval (RFTA) along with a new dwelling lease containing the altered terms. A new tenancy must then be approved in accordance with this chapter.

Where the owner is changing the amount of rent, the owner must notify SNRHA of any changes in the amount of the rent to owner at least 60 calendar days prior to the anniversary date of the HAP contract and the change must be approved by SNRHA before any such changes go into effect [24 CFR 982.308(g)(4)]. SNRHA will agree to such an increase only if the amount of the rent to owner is considered reasonable according to the rent reasonableness standards discussed



in Chapter 8. If the requested rent is not found to be reasonable, the owner must either reduce the requested rent increase, or give the family notice in accordance with the terms of the lease.

No rent increase is permitted during the initial term of the lease [24 CFR 982.309(a)(3)].

SNRHA Policy

Where the owner is requesting a rent increase, SNRHA will determine whether the requested increase is reasonable within 10 business days of receiving the request from the owner. The owner will be notified of the determination in writing.

Rent increases will go into effect on the first of the anniversary month of the HAP contract.

DISAPPROVAL OF PROPOSED RENT [24 CFR 982.502]

In any of the programs if the proposed Gross Rent is not reasonable, at the family's request, SNRHA will negotiate with the owner to reduce the rent to a reasonable rent.

At the family's request, SNRHA will negotiate with the owner to reduce the rent or include some or all of the utilities in the rent to owner.

If the rent can be approved after negotiations with the owner and receiving written verification of the decrease, SNRHA will continue processing the Request for Approval of Tenancy and Lease. If the revised rent involves a change in the provision of utilities, a new Request for Approval of Tenancy must be submitted by the owner.

If the owner does not agree on the Rent to Owner after SNRHA has tried and failed to negotiate a revised rent, SNRHA will inform the family and owner that the lease is disapproved.

INFORMATION TO OWNERS [24 CFR 982.307(b), 982.54(d)(7)]

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

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

SNRHA will inform owners that it is the responsibility of the landlord to determine the suitability of prospective tenants. Owners will be encouraged to screen applicants for rent payment history, payment of utility bills, eviction history, respecting the rights of other residents, damage to units, drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others, and compliance with other essential conditions of tenancy.

A statement of SNRHA's policy on release of information to prospective landlords will be included in the briefing packet, which is provided to the family.

The information will be provided to the owner in writing.



Only a designated Housing Choice Voucher representative may provide this information. SNRHA's policy on providing information to owners is included in the briefing packet and will apply uniformly to all families and owners.

OWNER DISAPPROVAL [24 CFR 982.306]

See Chapter on “Owner Disapproval and Restriction.”

CHANGE IN TOTAL TENANT PAYMENT (TTP) PRIOR TO HAP EFFECTIVE DATE

When the family reports changes in factors affecting the Total Family Share prior to the effective date of the HAP contract at admission, the information will be verified and the Total Family Share will be recalculated. If the family does not report any change, SNRHA need not obtain new verifications before signing the HAP Contract, even if verifications are more than 60 calendar days old.

CONTRACT EXECUTION PROCESS [24 CFR 982.305(c)]

SNRHA prepares the Housing Assistance Contract and lease for execution. The family and the owner will execute the Lease agreement, and the owner and SNRHA will execute the HAP Contract. Copies of the documents will be furnished to the parties who signed the respective documents. SNRHA will retain a copy of all signed documents.

SNRHA makes every effort to execute the HAP Contract immediately after receiving all required documentation, signed by all parties. The HAP Contract may not be executed more than 60 calendar days after commencement of the lease term and no payments will be made until the contract is executed. The effective date of the HAP contract must match the effective date of the lease and the date will be the later of the date the units passes an initial HQS inspection or the tenant takes possession of the unit.

The Housing Choice Voucher Supervisor, or higher supervisory position on the organization chart, is authorized to execute a contract on behalf of SNRHA:

If families lease properties owned by relatives, other than those prohibited under HUD regulations, the owner must have a different address than the assisted unit. Failure to notify SNRHA in writing of change of addresses may result in placing the vendor's direct deposit of HAP assistance on hold until such information is provided. SNRHA is required by law to provide all vendors with a 1099 each January and cannot comply with this federal law without updated addresses.

Unless their lease was effective prior to June 17, 1998, a family may not lease properties owned by a parent, child, grandparent, grandchild, sister or brother of any family member. SNRHA will waive this restriction as a reasonable accommodation for a family member who is a person with a disability.

Owners must provide an Employer Identification Number or Social Security Number on IRS Form W-9.

Owners must also submit proof of ownership of the property by submitting a recorded copy of Grant Deed and a copy of the Management Agreement if the property is managed by a management agent.



The owner must provide a home telephone number and business number if applicable.

Foreign owners must provide a completed W8-ECI form.

LATE PAYMENT PENALTIES

See Chapter on “Owner Disapproval and Restriction.”

To assist SNRHA in its outreach efforts to owners, and to provide better customer service, SNRHA will make automatic monthly HAP deposits into the bank account of the owner. If the owner agrees to such an arrangement with SNRHA, the date the bank shows as the deposit date, will be the official payment date of record and will be the determining factor in cases involving late payment penalties. SNRHA will not make late payments due to direct deposits being posted by the vendors financial institution late, but were transmitted by SNRHA on the correct date. For example, when the first (1st) or the 15th falls on a Saturday or Holiday and the banks post the deposit on the next business day.

SNRHA will not be obligated to pay any late payment penalty if HUD determines late payment is due to factors beyond SNRHA’s control, such as a delay in the receipt of program funds from HUD. SNRHA will use administrative fee income or the administrative fee reserve as its only source for late payment penalty.

Extensions of Tenancy after Initial Notice to Vacate:

If a family should request to extend tenancy beyond the initial date of vacate approved by the participant and owner/agent, both parties must sign a written extension of the vacate date and submit this document to SNRHA. The document must include a new vacate date and the tenancy may not extend beyond the expiration date of the issued voucher. Only one (1) extension will be granted by SNRHA to extend the vacate date. The participant must be occupying the unit during the time of extension request.



Chapter 10

MOVING WITH CONTINUED ASSISTANCE AND PORTABILITY

INTRODUCTION

Freedom of choice is a hallmark of the housing choice voucher (HCV) program. HUD regulations permit families to move with continued assistance to another unit within SNRHA's jurisdiction, or to a unit outside of SNRHA's jurisdiction under Portability procedures. The regulations also allow SNRHA the discretion to develop policies which define any limitations or restrictions on moves. This Chapter defines the procedures for moves, both within and outside of, SNRHA's jurisdiction, and the policies for restriction and limitations on moves.

Part I: Moving with Continued Assistance. This part covers the general rules which apply to all moves by a family assisted under SNRHA's HCV program, whether the family moves to another unit within SNRHA's jurisdiction or to a unit outside SNRHA's jurisdiction under portability.

Part II: Portability. This part covers the special rules which apply to moves by a family under portability, whether the family moves out of or into SNRHA's jurisdiction. This part also covers the special responsibilities SNRHA has under portability regulations and procedures.

PART I: MOVING WITH CONTINUED ASSISTANCE

10-I.A. ALLOWABLE MOVES

HUD lists five regulatory conditions and the statutory condition under VAWA in which an assisted family is allowed to move to a new unit with continued assistance. Permission to move is subject to the restrictions set forth in section 10-I.B.

- The family has a right to terminate the lease on notice to the owner (for the owner's breach or otherwise) and has given a notice of termination to the owner in accordance with the lease [24 CFR 982.314(b)(3)]. If the family terminates the lease on notice to the owner, the family must give SNRHA a copy of the notice at the same time [24 CFR 982.314(d)(1)]. SNRHA requires the family to provide staff with a signed Vacate Notice (60 days when the participant has a lease within a tax credit property).
- The Violence Against Women Reauthorization Act of 2005 provides "a family may receive a voucher from a public housing agency and move to another jurisdiction under the tenant-based assistance program if the family has complied with all other obligations of the section 8 program and has moved out of the assisted dwelling unit in order to protect the health or safety of an individual who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the assisted dwelling unit" [Pub.L. 109-162]
- The lease for the family's unit has been terminated by mutual agreement of the owner and the family after the first year of the lease. [24 CFR 982.314(b)(1)(ii)].



SNRHA Policy

If the family and the owner mutually agree to terminate the lease for the family's unit after the first year of the lease, SNRHA must be provided a valid vacate notice.. Mutual Recisions will only be allowed for a reasonable accommodation for a disabled family and SNRHA must receive written third party verification of the need to relocate from a qualified professional provider. The manager/owner must also agree with this move if during the first year of the lease after SNRHA 504 Officer approves the accommodation. VAWA moves are also covered with Mutual Recisions. Bifurcation of the lease is required by law for VAWA participants. Additionally the person who is the "documented" victim of the violence, even if they are not the head (meaning they are co-head), shall receive the voucher if the family is spilt as a result of a VAWA action. The person shall be terminated who commits the violent act shall be removed from the household by termination from the program. Only one voucher shall be issued.

- SNRHA has terminated the HAP contract for the family's unit for the owner's breach [24 CFR 982.354(b)(1)(i)].
- SNRHA determines the family's current unit does not meet the HQS space standards because of an increase in family size or a change in family composition. In such cases, SNRHA must issue the family a new voucher, and the family and PHA must try to find an acceptable unit as soon as possible. If an acceptable unit is available for the family, SNRHA must terminate the HAP contract for the family's old unit in accordance with the HAP contract terms and must notify both the family and the owner of the termination. The HAP contract terminates at the end of the calendar month that follows the calendar month in which SNRHA gives notice to the owner. [24 CFR 982.403(a) and (c)]
- The participant has been evicted by the courts.
- In compliance with 24CFR 982.311 (2), SNRHA shall allow overlapping HAP payments when a participant family moves from an assisted unit with continued assistance. The term of the assisted lease for the new unit may begin during the month family moves out of the first assisted unit. Overlapping of the last HAP payment for the month when the family moves out of the old unit and the first assistance payment for the new unit, is not considered to constitute a duplicate housing subsidy.

10-I.B. RESTRICTIONS ON MOVES

A family's right to move is generally contingent upon the family's compliance with program requirements [24 CFR 982.1(b)(2)]. HUD specifies two conditions under which a SNRHA may deny a family permission to move and two ways in which a SNRHA may restrict moves by a family.

Denial of Moves

HUD regulations permit SNRHA to deny a family permission to move under the following conditions:



Insufficient Funding

SNRHA may deny a family permission to move if SNRHA does not have sufficient funding for continued assistance [24 CFR 982.354(e)(1)].

SNRHA Policy

SNRHA will deny a family permission to move on grounds SNRHA does not have sufficient funding for continued assistance if (a) the move is initiated by the family, not the owner or SNRHA; (b) SNRHA can demonstrate the move will, in fact, result in higher subsidy costs; and (c) SNRHA can demonstrate the move would result in the termination of other participants during the calendar years due to lack of HAP funds include HAP reserves. If this occurs, SNRHA must provide written notification to the local HUD Office when it determines it is necessary to deny moves to a higher cost unit based on insufficient funding. The notification must include the following documentation:

1. A financial analysis demonstrating insufficient funds are projected to meet the current calendar year projections of expenses. The projection must not include vouchers issued but are yet under contract.
2. A statement certifying the PHA has ceased issuing vouchers and will not admit families from their waiting list while the limitations on moves to a higher cost unit is in place.
3. A copy of the PHA's policy stating how the PHA will address families who have been denied moves. The requirements of the policy are described below.

For moves within SNRHA's jurisdiction, a "higher cost unit" is defined as a unit in which the PHA would have to pay a higher subsidy amount due to an increase in the gross rent for the new unit. This policy applies to moves within SNRHA's jurisdiction as well as to moves outside its jurisdiction under portability.

Repayment Agreements

SNRHA shall deny moves under portability if the participant owes a debt to SNRHA, even if they are under a repayment agreement, unless the balance is paid in full prior to the voucher being issued and portability documents being submitted to the receiving PHA.

Grounds for Denial or Termination of Assistance

SNRHA has grounds for denying or terminating the family's assistance [24 CFR 982.314(e)(2)]. VAWA creates an exception to these restrictions for families who are otherwise in compliance with program obligations, but have moved to protect the health or safety of an individual who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and who reasonably believed he or she was imminently threatened by harm from further violence if they remained in the unit. [Pub.L. 109-162]

SNRHA Policy

If SNRHA has grounds for denying or terminating a family's assistance, SNRHA will act on those grounds in accordance with the regulations and policies set forth in Chapters 3 and 12, respectively.



SNRHA will grant a family permission to move if SNRHA has no grounds to deny or terminate the family's assistance for program violations, (a thorough definition of program violations can be found in the Administrative Plan). Further definition of a family's obligations include:

Family has provided a copy of the Vacate Notice, submitted to and signed by the current landlord. If the owner refuses to sign, the family shall mail a certified notice to the owner and provide a record to SNRHA. The family may not send a certified mailing prior to first attempting to contact the owner/agent.

The family has not received a notice of cancellation from the Housing Authority.

However, in addition, if the calculations reveal the subsidy amount to be paid to the new owner on behalf of the family would be zero AND the family has been zero to HAP for six consecutive months prior to the effective date of the new contract, SNRHA would not render any assistance should the family proceed with the move.

Restrictions on Elective Moves [24 CFR 982.354(c)]

HUD regulations permit SNRHA to prohibit any elective move by a participant family during the family's initial lease term. They also permit SNRHA to prohibit more than one elective move by a participant family during any 12-month period.

SNRHA Policy

SNRHA will deny a family permission to make an elective move during the family's initial lease term. This policy applies to moves within or outside of SNRHA's jurisdiction.

SNRHA will also deny a family permission to make more than one elective move during any 12-month period. This policy applies to all assisted families residing in SNRHA's jurisdiction.

SNRHA will consider exceptions to these policies for the following reasons:

To protect the health or safety of a family member (e.g., lead-based paint hazards, domestic violence).

The unit becomes in violation of HQS and the contract is terminated as a result of said violations;

Due to the sale of the unit and if the new owner does not wish to continue the contract; (unless the new owner request to continue the HAP and signs the required forms) or the unit was foreclosed, in which case Nevada laws and HUD regulations come into play.

SNRHA receives a written statement from the District Attorney's Office verifying the participant has been placed under the witness protection or victim protection program;

Mutual rescissions will be allowed for elderly and disabled families in which the owner/manager approves the move by signing a mutual rescission form. After SNRHA approves the mutual rescission, the participant will be issued a voucher. Mutual Rescissions



will also be allowed as a Reasonable Accommodation for a disabled family. Owners or managers who have leases with HCV participants (who are approved Occupancy Right clients) must bifurcate the lease in compliance with Federal law.

- The family must provide a written valid Vacate Notice to the property owner/agent and SNRHA prior to moving from the unit. Failure to provide to both parties and receive approval from SNRHA prior to moving will lead to termination of their assistance;
- The owner has given the family a Vacate Notice, has commenced an action to evict the family, or has obtained a court judgment or other process allowing the owner to evict the family. If SNRHA receives a judgment which is not paid within the required timeframe or a summary of eviction, the family shall be terminated from the program even if they have moved to another unit.
- The family has given proper notice of lease termination (if the family has a right to terminate the lease on notice to owner) for owner breach of contract.

10-I.C. MOVING PROCESS

Notification

If a family wishes to move to a new unit, the family must notify SNRHA and the owner before moving out of the assisted unit or terminating the lease on notice to the owner [24 CFR 982.354(d)(2)]. If the family wishes to move to a unit outside SNRHA's jurisdiction under portability, the notice to SNRHA must specify the area where the family wishes to move [24 CFR 982.354(d)(2)2016-09]. The notices must be in writing [24 CFR 982.5].

Approval

SNRHA Policy

Upon receipt of a family's notification they wish to move, SNRHA will determine whether the move is approvable in accordance with the regulations and policies set forth in sections 10-I.A and 10-I.B. SNRHA will schedule an appointment with the family to come in to receive a moving packet or complete port out documents. SNRHA shall require families to provide a signed SNRHA Vacate Notice which is signed by the family and owner/manager. If the owner refuses to sign the Vacate Notice (60 days for tax credit properties) Intent Form and the participant has completed the first year of the lease and has not signed a new lease for an additional year, the participant shall send the notice via certified mail and provide staff with a copy of proof of mailing before a moving voucher can be issued. The Vacate Notice must be signed and dated by both parties with an effective date. An extension of this notice must also be signed and dated by both parties and submitted to SNRHA.

Reexamination of Family Income and Composition

SNRHA Policy

For families approved to move to a new unit within SNRHA's jurisdiction, SNRHA will perform a new annual reexamination in accordance with the policies set forth in Chapter 11 of this plan.



Voucher Issuance and Briefing

SNRHA Policy

Families approved to move to a new unit within SNRHA's jurisdiction, SNRHA will issue a new voucher within 10 calendar days of SNRHA's written approval to move. No briefing is required for these families. However, staff will remind them of move requirements when the voucher is issued to move. SNRHA will follow the policies set forth in Chapter 7 on voucher term, extension, and expiration. If a family does not locate a new unit within the term of the voucher and any extensions, the family may remain in its current unit with continued voucher assistance if the owner agrees and SNRHA approves. Otherwise, the family will lose its assistance.

For families moving into or families approved to move out of the SNRHA's jurisdiction under portability, SNRHA will follow the policies set forth in Part II of this chapter.

Housing Assistance Payments [24 CFR 982.311(d)]

When a family moves out of an assisted unit, SNRHA may not make any housing assistance payment to the owner for any month **after** the month the family moves out.

If a participant family moves from an assisted unit with continued tenant-based assistance, the term of the lease for the new unit may begin during the month the family moves out of the previous unit. Overlap of the housing assistance payment (for the previous unit and the new unit) is not considered to constitute a duplicative housing subsidy.

Notice Requirements

Briefing sessions emphasize the family's responsibility to give the owner and SNRHA proper written notice of any intent to move.

The family must give the owner the required number of days' notice of their intent to vacate as specified in the lease in writing or a written notice when not specified in the lease. The family must give a copy to SNRHA simultaneously utilizing SNRHA's "Vacate Notice." This notice must be signed by both parties; or if the owner refuses to sign, the participant can provide SNRHA proof of their attempts to notify their owner by submitting a copy of their mailed Vacate Notice and a copy of their certified mail receipt. Therefore, the family must be otherwise eligible to move and a moving voucher will be issued.

A move within the same building or project, or between buildings owned by the same owner, will be processed like any other move.

Zero HAP Families Who Wish to Move [24 CFR 982.455]

A participant who is not receiving any subsidy, but whose HAP contract is still in force, may request a voucher to move to a different unit. SNRHA shall issue a voucher to move unless it has grounds to deny assistance under the program regulations. However, if SNRHA determines no subsidy would be paid at the new unit, SNRHA may refuse to enter into a HAP contract on behalf of the family.



SNRHA Policy

If a zero HAP family requests to move to a new unit, the family may request a voucher to move. However, if no subsidy will be paid at the unit to which the family requests to move, SNRHA will not enter into a HAP contract on behalf of the family for the new unit.

PART II: PORTABILITY

10-II.A. OVERVIEW

Within the limitations of the regulations and this plan, a participant family or an applicant family issued a voucher has the right to use tenant-based voucher assistance to lease a unit anywhere in the United States providing the unit is located within the jurisdiction of a PHA administering a tenant-based voucher program [24 CFR 982.353(b)]. The process by which a family obtains a voucher from one PHA and uses it to lease a unit in the jurisdiction of another

PHA is known as portability. The first PHA is called the **initial PHA**. The second is called the **receiving PHA**.

The receiving PHA has the option of administering the family's voucher for the initial PHA or absorbing the family into its own program. Under the first option, the receiving PHA bills the initial PHA for the family's housing assistance payments and the fees for administering the family's voucher. Under the second option, the receiving PHA pays for the family's assistance out of its own program funds, and the initial PHA has no further relationship with the family.

The same PHA commonly acts as the initial PHA for some families and as the receiving PHA for others. Each role involves different responsibilities. The PHA will follow the rules and policies in section 10-II.B when it is acting as the initial PHA for a family. It will follow the rules and policies in section 10-II.C when it is acting as the receiving PHA for a family.

In administering portability, the initial PHA and the receiving PHA must comply with financial procedures required by HUD, including the use of HUD-required forms [24 CFR 982.355(e)(5)].

PHAs must also comply with billing and payment deadlines, HUD may reduce an administrative fee to an initial or receiving PHA if the PHA does not comply with HUD portability requirements [24 CFR 982.355 (e)(7)].

SNRHA shall not deny a victim of domestic violence eligible under VAWA the access to portability.

According to HUD Final Rule on Streamlining Portability, published March 28, 2012, and revised August 20, 2015 (effective September 21, 2015); the following applies to the entire HCV program and is not limited to families exercising portability:

Mandatory Voucher Suspension: The rule requires suspension or "tolling" of the voucher term upon a family's submission of a Request for Tenancy Approval (RFTA.) Under the current rule, suspension is optional. The mandatory suspension begins when the family submits the RFTA and ends when the family is notified in writing of the denial of the tenancy by using the Notice of Cancellation of RFTA form.



Briefing Requirements: The final rule requires the benefits of living in low-poverty census tracts must be explained to all families, including those who currently live in higher poverty areas. The required explanation of how portability works must now be given to all families, not just those who are eligible to exercise portability on initial voucher issuance.

HUD's Final Rule indicates the major changes to existing portability requirements and processes include:

Notification of Insufficient Funding: The rule adds a requirement that PHA's must notify the HUD field office within 10 business days of denying a move under portability due to insufficient funding.

Voucher Term: The voucher issued by the Receiving PHA (RHA) must have an expiration date at least 30 days after the expiration date of the voucher issued by the Initial PHA (IHA.) While the RHA may provide additional search time according to its existing policies, the billing deadline of 90 days after the expiration of the IHA's voucher remains in effect.

Administrative Fees: The final rule provides the administrative fee for portability is the lesser of 80 percent of the IHA's administrative fee (prorated if applicable) or 100 percent of the RHA's administrative fee. In no event will the RHA receive more than its own administrative fee.

Rescreening: The preamble to the rule states RHAs "should be allowed" to apply their own screening standards to incoming portable families, and information on how rescreening may affect a family's assistance should be included in the briefing packet. HUD did not make any regulatory changes supporting this guidance. SNRHA shall rescreen all incoming portability clients in accordance with its screening Policies.

10-II.B. INITIAL PHA ROLE

Allowable Moves under Portability

A family may move with voucher assistance only to an area where there is at least one (1) PHA administering a voucher program [24 CFR 982.353(b)]. If there is more than one (1) PHA in the area, the initial PHA provides the family with the contact information for the receiving PHAs serving the area, and the family selects the receiving PHA. The family must inform the initial PHA which PHA it has selected. If the family prefers not to select the receiving PHA, the initial PHA will select the receiving PHA on behalf of the family (24 CFR 982.255(b)).

Applicant families issued vouchers as well as participant families may qualify to lease a unit outside SNRHA's jurisdiction under portability. The initial PHA, in accordance with HUD regulations and PHA policy, determines whether a family qualifies.

Applicant Families

Under HUD regulations, most applicant families qualify to lease a unit outside the PHA's jurisdiction under portability. However, HUD gives SNRHA discretion to deny a portability move by an applicant family for the same two reasons it may deny any move by a participant family: insufficient funding and grounds for denial or termination of assistance. If a PHA intends to deny a family permission to move under portability due to insufficient funding, the PHA must notify HUD within 10 business days of the determination to deny the move [24 CFR 982.355(e)].



SNRHA Policy

In determining whether or not to deny an applicant family permission to move under portability because SNRHA lacks sufficient funding or has grounds for denying assistance to the family, SNRHA will follow the policies established in section 10-I.B of this chapter. If the PHA does deny the move due to insufficient funding, the PHA will notify HUD in writing within 10 business days of the PHA's determination to deny the move.

In addition, SNRHA may establish a policy denying the right of portability to nonresident applicants during the first 12 months after they are admitted to the program [24 CFR 982.353(c)].

SNRHA Policy

If neither the head of household nor the spouse/co-head of an applicant family had a domicile (legal residence) in SNRHA's jurisdiction at the time the family's application for assistance was submitted, the family must live in SNRHA's jurisdiction with voucher assistance for at least 12 months before requesting portability.

SNRHA will consider exceptions to this policy for purposes of reasonable accommodation (see Chapter 2).

Participant Families

The Initial PHA must not provide portable assistance for a participant if a family has moved out of its assisted unit in violation of the lease [24 CFR 982.353(b)]. VAWA creates an exception to this prohibition for families who are otherwise in compliance with program obligations but have moved to protect the health or safety of an individual who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if they remained in the unit.

SNRHA Policy

SNRHA will determine whether a participant family may move out of SNRHA's jurisdiction with continued assistance in accordance with the regulations and policies set forth here and in sections 10-I.A and 10-I.B of this chapter. SNRHA will notify the family of its determination in accordance with the approval policy set forth in section 10-I.C of this chapter.

Determining Income Eligibility

Applicant Families

An applicant family may lease a unit in a particular area under portability only if the family is income eligible for admission to the voucher program in that area [24 CFR 982.353(d)(3)]. The family must specify the area to which the family wishes to move [PIH Notice 2016-09, 24 CFR 982.355(c)(1)].

The initial PHA is responsible for determining whether the family is income eligible in the area to which the family wishes to move [24 CFR 982.353(d)(1), 24CFR 982.355 (9)]. If the applicant family is not income eligible in that area, the PHA must inform the family they may not move with continued assistance [PIH Notice 2016-09/2016-09].



Participant Families

The income eligibility of a participant family is not redetermined if the family moves to a new jurisdiction under portability [24 CFR 982.353(d)(2)].

Reexamination of Family Income and Composition

No new reexamination of family income and composition is required for an applicant family.

SNRHA Policy

For a participant family approved to move out of its jurisdiction under portability, SNRHA generally will conduct a reexamination of family income and composition only if the family's annual reexamination must be completed on or before the initial billing deadline specified on form HUD-52665, Family Portability Information.

SNRHA will make any exceptions to this policy necessary to remain in compliance with HUD regulations.

SNRHA shall inform the receiving PHA of the incoming port family and confirm if they are absorbing or billing and shall send all required documents including an EIV. The EIV shall be sent in a confidential envelop.

Briefing

The regulations and policies on briefings set forth in Chapter 7 of this plan require SNRHA to provide information on portability to all applicant families qualifying to lease a unit outside SNRHA's jurisdiction under the portability procedures. Therefore, no special briefing is required for these families.

SNRHA Policy

No formal briefing will be required for a participant family wishing to move outside SNRHA's jurisdiction under portability. However, SNRHA will provide the family with the same oral and written explanation of portability it provides to applicant families selected for admission to the program (see Chapter 7).

SNRHA will provide the name, address, and phone of the contact for the PHA in the jurisdiction to which they wish to move. If there is more than one (1) PHA with jurisdiction over the area to which the family wishes to move, the PHA will advise the family that the family must select the receiving PHA and notify the initial PHA of which receiving PHA was selected.

SNRHA will advise the family they will be under the RHA's policies and procedures, including screening, subsidy standards, voucher extension policies, and payment standards.

Voucher Issuance and Term

An applicant family has no right to portability until after the family has been issued a voucher [24 CFR 982.353(b)]. In issuing vouchers to applicant families, SNRHA will follow the



regulations and procedures set forth in Chapter 7. A new voucher is not required for portability purposes.

SNRHA Policy

For families approved to move under portability, SNRHA will issue a new voucher within 10 calendar days of SNRHA's receiving a Vacate or other written notice which is approvable to port out.

The term of the voucher will be 120 calendar days.

If the family moving under portability is living in a unit where HAP has been abated because of the failure to complete the HQS repairs, or the client previously vacated their unit due to unsafe condition, the voucher issuance date will be the effective date of that action.

Voucher Extensions and Expiration

SNRHA Policy

SNRHA will **not approve** extensions of a voucher issued to an applicant or a participant's family porting out of SNRHA's jurisdiction except under the following circumstances: (a) the family decides to return to the initial PHA's jurisdiction and search for a unit there and their voucher has not expired, or (b) the family decides to search for a unit in a third PHA's jurisdiction and their voucher has not expired. In such cases, the policies on voucher extensions set forth in Chapter 7, section 7-II.E, of this plan will apply, including the requirement that the family apply for an extension in writing prior to the expiration of the initial voucher term.

To receive or continue receiving assistance under the initial PHA's voucher program, a family moving to another PHA's jurisdiction under portability must be under HAP contract in the receiving PHA's jurisdiction within 90 calendar days following the expiration date of the initial PHA's voucher term (including any extensions). (See below under "Initial Billing Deadline" for one exception to this policy.)

Initial Contact with the Receiving PHA

After approving a family's request to move under portability, the initial PHA must promptly notify the receiving PHA via email or other confirmed delivery method to expect the family [24 CFR 982.355(c)(3), 24 CFR 9682.355(c)(7)]. The initial PHA must also advise the family how to contact and request assistance from the receiving PHA [24 CFR 982.355(c)(6)].

SNRHA Policy

Because the portability process is time-sensitive, SNRHA will notify the receiving PHA by fax to expect the family. The initial PHA will also ask the receiving PHA to provide any information the family may need upon arrival, including the name, fax, email and telephone number of the staff person responsible for business with incoming portable families and procedures related to appointments for voucher issuance. SNRHA will pass this information along to the family. SNRHA will also ask for the name, address,



telephone number, fax and email of the person responsible for processing the billing information.

Sending Documentation to the Receiving PHA

SNRHA is required to send the receiving PHA the following documents:

- Form HUD-52665, Family Portability Information, with Part I filled out [Notice PIH 2016-09]
- A copy of the family's voucher [Notice PIH 2016-09]
- A copy of the family's most recent form HUD-50058, Family Report, or, if necessary in the case of an applicant family, family and income information in a format similar to that of form HUD-50058 [24 CFR 982.355(c)(7), Notice PIH 2016-09]
- Copies of the income verifications backing up the form HUD-50058 [24 CFR 982.355(c)(7), Notice PIH 2016-09] and EIV printout in a confidential envelop.
- Notification to confirm if the PHA is billing or absorbing.

SNRHA Policy

In addition to these documents, SNRHA will provide the following information, if available, to the receiving PHA:

- Last EIV print out
- Social security numbers (SSNs)
- Documentation of SSNs for all family members
- Documentation of legal identity
- Documentation of citizenship or eligible immigration status
- Documentation of participation in the earned income disallowance (EID) benefit
- Documentation of participation in a family self-sufficiency (FSS) program

SNRHA will notify the family in writing regarding any information provided to the receiving PHA [HCV GB, p. 13-3].

Initial Billing Deadline [Notice PIH 2016-09, Letter to Executive Directors 9-15-15]

The deadline for submission of initial billing is 90 calendar days following the expiration date of the voucher issued to the family by the initial PHA. If the initial PHA does not receive a billing notice by the deadline and does not intend to honor a late billing submission, it must contact the receiving PHA to determine the status of the family. If the receiving PHA reports the family is not yet under HAP contract, the initial PHA may refuse to accept a late billing submission. If the receiving PHA reports the family is under HAP contract and the receiving PHA cannot absorb the family, the initial PHA must accept a late billing submission; however, it may report to HUD the receiving PHA's failure to comply with the deadline.

SNRHA Policy

If SNRHA has not received an initial billing notice from the receiving PHA within 90 days of expiration of the IHA's voucher, it will contact the receiving PHA via by phone, fax, or e-mail. If the PHA reports the family is not yet under HAP contract, the PHA will



inform the receiving PHA that it will not honor a late billing submission and will return any subsequent billings it receives on behalf of the family. SNRHA will send the receiving PHA a written confirmation of its decision by mail.

SNRHA will allow an exception to this policy if the family includes a person with disabilities and the late billing is a result of a reasonable accommodation granted to the family by the receiving PHA.

Monthly Billing Payments [24 CFR 982.355(e), Notice PIH 2016-09]

If the receiving PHA is administering the family's voucher, the receiving PHA bills the initial PHA for housing assistance payments and administrative fees. When reimbursing for administrative fees, the initial PHA must promptly reimburse the receiving PHA for the lesser of 80 percent of the initial PHA ongoing administrative fee or 100 percent of the receiving PHA's ongoing administrative fee for each program unit under contract on the first day of the month for which the receiving PHA is billing the initial PHA under portability. If the administrative fees are prorated for the HCV program, the proration will apply to the amount of the administrative fee for which the receiving PHA may bill [24 CFR 982.355(e)(2)].

The initial PHA is responsible for making billing payments in a timely manner. The first billing amount is due within 30 calendar days after the initial PHA receives Part II of form HUD-52665 from the receiving PHA. Subsequent payments must be **received** by the receiving PHA no later than the fifth business day of each month. The payments must be provided in a form and manner the receiving PHA is able and willing to accept.

The initial PHA may not terminate or delay making payments under existing portability billing arrangements as a result of over-leasing or funding shortfalls. The PHA must manage its tenant-based program in a manner that ensures it has the financial ability to provide assistance for families moving out of its jurisdiction under portability and are not absorbed by receiving PHAs as well as for families remaining within its jurisdiction.

SNRHA Policy

SNRHA will mail monthly checks to make payments unless the receiving PHA notifies SNRHA of their direct deposit information.

Annual Updates of Form HUD-50058

If SNRHA is being billed on behalf of a portable family, it should receive an updated form the HUD form-50058 each year from the receiving PHA. If SNRHA fails to receive an updated 50058 by the family's annual reexamination date, the initial PHA should contact the receiving PHA to verify the status of the family.

Subsequent Family Moves

Within the Receiving PHA's Jurisdiction [24 CFR 314(e)(1), Notice PIH 2005-1]

The initial PHA has the authority to deny subsequent moves by portable families whom it is assisting under portability billing arrangements if it does not have sufficient funding for continued assistance.



SNRHA Policy

If SNRHA determines it must deny moves on the grounds it lacks sufficient funding (see section 10-I.B), it will notify all receiving PHAs with which it has entered into portability billing arrangements that they, too, must deny moves to higher cost units by portable families from SNRHA's jurisdiction.

SNRHA will allow exceptions to this policy for purposes of reasonable accommodation of a family member who is a person with disabilities.

Outside the Receiving PHA's Jurisdiction [Notice PIH 2016-09]

If the initial PHA is assisting a portable family under a billing arrangement and the family subsequently decides to move out of the receiving PHA's jurisdiction, the initial PHA is responsible for issuing the family a voucher while the family is either being assisted or has a voucher from the receiving PHA and, if the family wishes to port to another jurisdiction, sending form HUD-52665 and supporting documentation to the new receiving PHA. Any extensions of the initial PHA voucher necessary to allow the family additional search-time to return to the initial PHA's jurisdiction or to move to another jurisdiction would be at the discretion of the initial PHA.

Denial or Termination of Assistance [24 CFR 982.355(c)(17)]

At any time, either the initial PHA or the receiving PHA may make a determination to deny or terminate assistance with the family in accordance with 24 CFR 982.552 and 24 CFR 982.553. (For SNRHA policies on denial and termination, see Chapters 3 and 12, respectively.)

10-II.C. RECEIVING PHA ROLE

If a family has a right to lease a unit in the receiving PHA's jurisdiction under portability, the receiving PHA must provide assistance for the family [24 CFR 982.355(10)]. HUD may determine in certain instances a PHA is not required to accept incoming portable families, such as a PHA in a declared disaster area. However, the PHA must have approval in writing from HUD before refusing any incoming portable families [24 CFR 982.355(b)].

Administration of the voucher must be in accordance with the receiving PHA's policies. This requirement also applies to policies of Moving to Work agencies. The receiving PHA procedures and preferences for selection among eligible applicants do not apply to the family, and the receiving PHA waiting list is not used [24 CFR 982.355(c)(10)].

The family's unit, or voucher, size is determined in accordance with the subsidy standards of the receiving PHA [24 CFR 982.355(c)(12)], and the receiving PHA's policies on extensions of the voucher term apply [24 CFR 982.355 (c)(14)].

Responding to Initial PHA's Request [24 CFR 982.355(c)]

The receiving PHA must respond via e-mail or other confirmed delivery method to the initial PHA's inquiry to determine whether the family's voucher will be billed or absorbed [(24 CFR 982.355(c)(3)]. If the receiving PHA informs the initial PHA that it will be absorbing the voucher, the receiving PHA cannot reverse its decision at a later date without consent of the initial PHA (24 CFR 982.355(c)(4)).[Notice PIH 2016-09].



SNRHA Policy

SNRHA will use e-mail, when possible, to notify the initial PHA whether it will administer or absorb the family's voucher.

Initial Contact with Family

When a family moves into SNRHA's jurisdiction under portability, the family is responsible for promptly contacting SNRHA and complying with SNRHA's procedures for incoming portable families. The family's failure to comply may result in denial or termination of the receiving PHA's voucher [24 CFR 982.355 (c)(8)].

If the voucher issued to the family by the initial PHA has expired, the receiving PHA must contact the initial PHA to determine if it will extend the voucher [24 CFR 982.355 (c)(13)]. An informal hearing is not required when a voucher has expired without the family leasing a unit.

When a portable family requests assistance from SNRHA, SNRHA must promptly inform the initial PHA whether SNRHA will bill the initial PHA for assistance on behalf of the portable family or will absorb the family into its own program [24 CFR 982.355(c)(5)]. If SNRHA initially bills the initial PHA for the family's assistance, it may later decide to absorb the family into its own program [Notice PIH 2016-09]. (See later under "Absorbing a Portable Family" for more on this topic.)

SNRHA Policy

SNRHA will notify the initial PHA whether it intends to bill the receiving PHA on behalf of the portable family or absorb the family into its own program. SNRHA will absorb all incoming FSS Portability Participants, if funding is available (See Chapter 18 – Family Self Sufficiency).

If for any reason the receiving PHA refuses to process or provide assistance to a family under the portability procedures, the family must be given the opportunity for an informal review or hearing [Notice PIH 2016-09]. (For more on this topic, see later under "Denial or Termination of Assistance.")

Briefing

HUD allows SNRHA to require a briefing for an incoming portable family as long as the requirement does not unduly delay the family's search [Notice PIH 2016-09].

SNRHA Policy

SNRHA will schedule the family to attend a briefing. SNRHA will provide the family with a briefing packet (as described in Chapter 7) and will orally inform the family about the PHA's payment and subsidy standards, procedures for requesting approval of a unit, the unit inspection process, and the leasing process.

SNRHA will allow a one-on-one (1-on-1) briefing as a reasonable accommodation which must be requested in writing from the applicant/participant and approved by SNRHA's HP management. This also applies for clients needing LEP for languages other than a language provided by staff at general briefings.



Income Eligibility [PIH Notice 2016-09]

SNRHA does not redetermine eligibility for a portable family already receiving assistance in the initial PHA's voucher program [24 CFR 982.355(c)(9)]. If the receiving PHA opts to conduct a new reexamination for a current participant family, the receiving PHA may not delay issuing the family a voucher or otherwise delay approval of a unit [24 CFR 982.355(c)(11)].

SNRHA Policy

For any family moving into its jurisdiction under portability, SNRHA will conduct a new reexamination of family income and composition. However, SNRHA will not delay issuing the family a voucher for this reason. Nor will SNRHA delay approving a unit for the family until the reexamination process is complete unless the family is an applicant and SNRHA cannot otherwise confirm the family is income eligible for admission to the program in the area where the unit is located.

SNRHA will rely upon any verification provided by the initial PHA to the extent they (a) accurately reflect the family's current circumstances and (b) were obtained within the last 120 calendar days. Any new information may be verified by documents provided by the family and adjusted, if necessary, when third-party verification is received. Criminal screening will be conducted but shall not delay the lease-up process of port-ins.

Voucher Issuance

When a family moves into its jurisdiction under portability, SNRHA is required to issue the family a voucher [24 CFR 982.355(c)(613)]. The family must submit a request for tenancy approval to SNRHA during the term of the receiving PHA's voucher [24 CFR 982.355(c)(15)].

Timing of Voucher Issuance

HUD expects the receiving PHA issue the voucher within two weeks after receiving the family's paperwork from the initial PHA if the information is in order, the family has contacted the receiving PHA, and the family complies with the receiving PHA's procedures [Notice PIH 2016-09].

SNRHA Policy

When family ports into its jurisdiction, SNRHA will issue the family a voucher based on the paperwork provided by the initial PHA unless the family's paperwork from the initial PHA is incomplete, the family's voucher from the initial PHA has expired or the family does not comply with SNRHA's procedures. SNRHA will update the family's information when verification has been completed.

Voucher Term

The term of SNRHA's voucher may not expire before 30 calendar days from the expiration date of the initial PHA's voucher [24 CFR 982.355(c)(13)].

SNRHA Policy

SNRHA's voucher will expire 30 calendar days from the expiration date of the initial PHA's voucher.



Voucher Extensions [24 CFR 982.355(c)(14), Notice 2016-09]

Once the receiving PHA issues the portable family a voucher, the receiving PHA's policies on extensions of the voucher term apply. The receiving PHA must inform the initial PHA of any extension granted to the term of the voucher. It must also bear in mind the billing deadline provided by the initial PHA. Unless willing and able to absorb the family, SNRHA should ensure any voucher expiration date would leave sufficient time to process a request for tenancy approval, execute a HAP contract, and deliver the initial billing to the initial PHA.

SNRHA Policy

SNRHA generally will not extend the term of the voucher it issues to an incoming portable family unless the PHA plans to absorb the family into its own program, in which case it will follow the policies on voucher extension set forth in section 7-II.E.

SNRHA will consider an exception to this policy as a reasonable accommodation to a person with disabilities (see Chapter 2).

Voucher Suspensions [24 CFR 982.303, 24 CFR 982.355(c)(15)]

If the family submits a request for tenancy approval during the term of the receiving PHA's voucher, the PHA must suspend the term of that voucher. The term of the voucher stops from the date the family submits a request for PHA approval of the tenancy until the date the PHA notifies the family in writing whether the request has been approved or denied [24 CFR 982.4(b)] (see Section 7-II.E).

Notifying the Initial PHA

SNRHA must promptly notify the initial PHA if the family has leased an eligible unit under the program or if the family fails to submit a request for tenancy approval for an eligible unit within the term of the receiving PHA's voucher [24 CFR 982.355(c)(8)]. SNRHA is required to use Part II of form HUD-52665, Family Portability Information, for this purpose [Notice PIH 2016-09]. (For more on this topic and the deadline for notification, see below under "Administering a Portable Family's Voucher.")

If an incoming portable family ultimately decides not to lease in the jurisdiction of SNRHA but instead wishes to return to the initial PHA's jurisdiction or to search in another jurisdiction, SNRHA must refer the family back to the initial PHA. In such a case the voucher of record for the family is once again the voucher originally issued by the initial PHA. Any extension of search time provided by SNRHA's voucher is only valid for the family's search in SNRHA's jurisdiction. [Notice PIH 2016-09]

Administering a Portable Family's Voucher

Portability Billing [24 CFR 982.355(e)]

To cover assistance for a portable family not absorbed, the receiving PHA bills the initial PHA for housing assistance payments and administrative fees. The amount of the housing assistance payment for a portable family in the receiving PHA's program is determined in the same manner as for other families in the receiving PHA's program.



The receiving PHA may bill the initial PHA for the lesser of 80 percent of the initial PHA's ongoing administrative fee or 100 percent of the receiving PHA's ongoing administrative fee for each program unit under contract on the first day of the month for which the receiving PHA is billing the initial PHA under portability. If the administrative fees are prorated for the HCV program, the proration will apply to the amount of the administrative fee for which the receiving PHA may bill (i.e., the receiving PHA may bill for the lesser of 80 percent of the initial PHA's prorated ongoing administrative fee or 100 percent of the receiving PHA's ongoing administrative fee).

If both PHAs agree, the PHAs may negotiate a different amount of reimbursement.

SNRHA Policy

Unless the PHA negotiates a different amount of reimbursement with the initial PHA, the PHA will bill the initial PHA the maximum amount of administrative fees allowed, ensuring any administrative fee proration has been properly applied.

Initial Billing Deadline

If a portable family's search for a unit is successful and SNRHA intends to administer the family's voucher, SNRHA must submit its initial billing notice (Part II of form HUD-52665) (a) no later than 10 business days following the date the receiving PHA **executes** a HAP contract on behalf of the family **and** (b) in time that the notice will be **received** no later than 90 calendar days following the expiration date of the family's voucher issued by the initial PHA [Notice PIH 2016-09.] A copy of the family's form HUD-50058, Family Report, completed by the receiving PHA must be attached to the initial billing notice. SNRHA may send these documents by mail, fax or e-mail.

SNRHA Policy

SNRHA will send its initial billing notice by fax or e-mail, if necessary, to meet the billing deadline.

If SNRHA fails to send the initial billing within 10 business days following the date the HAP contract is executed, it is required to absorb the family into its own program unless (a) the initial PHA is willing to accept the late submission or (b) HUD requires the initial PHA to honor the late submission (e.g., because SNRHA is over leased) [Notice PIH 2016-09].

Ongoing Notification Responsibilities [Notice PIH 2016-09, HUD-52665]

Annual Reexamination. SNRHA must send the initial PHA a copy of a portable family's updated form HUD-50058 after each annual reexamination for the duration of time SNRHA is billing the initial PHA on behalf of the family, regardless of whether there is a change in the billing amount.

SNRHA Policy

SNRHA will send a copy of the updated HUD-50058 and HUD-52665 by regular mail, email, or fax no later than ten (10) business days after the effective date of the reexamination.



Change in Billing Amount. SNRHA is required to notify the initial PHA, using form the HUD Form -52665, of any change in the billing amount for the family as a result of:

- A change in the HAP amount (because of a reexamination, a change in the applicable payment standard, a move to another unit, etc.)
- An abatement or subsequent resumption of the HAP payments
- Termination of the HAP contract
- Payment of a damage/vacancy loss claim for the family
- Termination of the family from the program

The timing of the notice of the change in the billing amount should correspond with the notification to the owner and the family in order to provide the initial PHA with advance notice of the change. Under no circumstances should the notification be later than 10 business days following the effective date of the change in the billing amount.

Late Payments [Notice PIH 2016-09]

If the initial PHA fails to make a monthly payment for a portable family by the fifth business day of the month, SNRHA must promptly notify the initial PHA in writing of the deficiency. The notice must identify the family, the amount of the billing payment, the date the billing payment was due, and the date the billing payment was received (if it arrived late). SNRHA must send a copy of the notification to the Office of Public Housing (OPH) in the HUD area office with jurisdiction over SNRHA. If the initial PHA fails to correct the problem by the second month following the notification, SNRHA may request by memorandum to the director of the OPH with jurisdiction over SNRHA that HUD transfer the unit in question. A copy of the initial notification and any subsequent correspondence between the PHAs on the matter must be attached. The receiving PHA must send a copy of the memorandum to the initial PHA. If the

OPH decides to grant the transfer, the billing arrangement on behalf of the family ceases with the transfer, but the initial PHA is still responsible for any outstanding payments due to SNRHA

Overpayments [Notice PIH 2016-09]

In all cases where SNRHA has received billing payments for billing arrangements no longer in effect, SNRHA is responsible for returning the full amount of the overpayment (including the portion provided for administrative fees) to the initial PHA.

In the event HUD determines billing payments have continued for at least three months because SNRHA failed to notify the initial PHA the billing arrangement was terminated, SNRHA must take the following steps:

- Return the full amount of the overpayment, including the portion provided for administrative fees, to the initial PHA.
- Once full payment has been returned, notify the Office of Public Housing in the HUD area office with jurisdiction over SNRHA of the date and the amount of reimbursement to the initial PHA.

At HUD's discretion, SNRHA will be subject to the sanctions spelled out in Notice PIH 2016-09.



Denial or Termination of Assistance

At any time, SNRHA may make a determination to deny or terminate assistance to a portable family for family action or inaction [24 CFR 982.355(c)(17)].

In the case of a termination, SNRHA should provide adequate notice of the effective date to the initial PHA to avoid having to return a payment. In no event should SNRHA fail to notify the initial PHA later than 10 business days following the effective date of the termination of the billing arrangement. [HUD-52665 Notice PIH 2016-09]

SNRHA Policy

If SNRHA elects to deny or terminate assistance for a portable family, SNRHA will notify the initial PHA within 10 business days after the informal review or hearing if the denial or termination is upheld. SNRHA will base its denial or termination decision on the policies set forth in Chapter 3 or Chapter 12, respectively. The informal review or hearing will be held in accordance with the policies in Chapter 16. SNRHA will furnish the initial PHA with a copy of the review or hearing decision.

Absorbing a Portable Family

SNRHA may absorb an incoming portable family into its own program when SNRHA executes a HAP contract on behalf of the family or at any time thereafter providing SNRHA has funding available under its annual contributions contract (ACC) and (b) absorbing the family will not result in over leasing [24 CFR 982.355(d)(1), Notice PIH 2016-09].

If SNRHA absorbs a family from the point of admission, the admission will be counted against the income targeting obligation of SNRHA [24 CFR 982.201(b)(2)(vii)].

If SNRHA absorbs a family after providing assistance for the family under a billing arrangement with the initial PHA, HUD encourages SNRHA to provide adequate advance notice to the initial PHA to avoid having to return an overpayment. SNRHA must specify the effective date of the absorption of the Voucher. [Notice PIH 2016-09]

SNRHA Policy

If SNRHA decides to absorb a portable family upon the execution of a HAP contract on behalf of the family, SNRHA will notify the initial PHA by the initial billing deadline specified on form HUD-52665. The effective date of the HAP contract will be the effective date of the absorption.

If SNRHA decides to absorb a family after that, it will provide the initial PHA with 30 calendar days advance notice.

Following the absorption of an incoming portable family, the family is assisted with funds available under the consolidated ACC for SNRHA's voucher program [24 CFR 982.355(d)], and SNRHA becomes the initial PHA in any subsequent moves by the family under portability [24 CFR 982.355 (e)(4)].



OUTGOING PORTABILITY [24 CFR 982.353, 982.355]

Within the confines of the regulations and this policy, a participant family has the right to receive tenant-based voucher assistance to lease a unit outside SNRHA's jurisdiction, anywhere in the United States, in the jurisdiction of a PHA with a tenant-based program. When a family requests to move outside of SNRHA's jurisdiction, the request must specify the area to which the family wants to move.

Restrictions on Portability

A family is permitted to move only once in a 12-month period. This includes incoming and outgoing ports.

If neither the head nor spouse had a domicile (legal residence) in SNRHA's jurisdiction at the date of their initial application for assistance, the family will not be permitted to exercise portability during the initial 12-month period after admission to the program.

NOTE: Local government defines legal domicile.

Following the initial 12-month period, SNRHA will not permit families to exercise portability:

- If the family is in violation of a family obligation.
- If the family owes money to SNRHA.
- If the family has moved out of its assisted unit in violation of the lease.
- If the family has not lived in their unit for 12 months.
- If the family has been served an eviction notice for cause or judgment.



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Chapter 11

REEXAMINATIONS

INTRODUCTION

In accordance with HUD requirements, SNRHA will reexamine the income and household composition of all families at least annually. Families will be provided accurate annual and interim rent adjustments. Recertifications and interim examinations will be processed in a manner that ensures families are given reasonable notice of rent increases. All annual activities will be coordinated in accordance with HUD regulation. It is a HUD requirement that families report all changes in household composition. It also explains the interim reporting requirements for families, and the standards for timely reporting. Interim reexaminations are also needed in certain situations.

This chapter discusses both annual and interim reexaminations, and the recalculation of family share and subsidy that occurs as a result. HUD regulations and SNRHA's policies concerning reexaminations are presented in three parts:

Part I: Annual Reexaminations. This part discusses the process for conducting annual reexaminations.

Part II: Interim Reexaminations. This part details the requirements for families to report changes in family income and composition between annual reexaminations.

Part III: Recalculating Family Share and Subsidy Amount. This part discusses the recalculation of family share and subsidy amounts based on the results of annual and interim reexaminations.

Policies governing reasonable accommodation, family privacy, required family cooperation, and program abuse, as described elsewhere in this plan, apply to both annual and interim reexaminations.

PART I: ANNUAL REEXAMINATIONS [24 CFR 982.516]

11-I.A. OVERVIEW

SNRHA must conduct a reexamination of family income and composition at least annually. This includes gathering and verifying current information about family composition, income, and expenses. Based on this updated information, the family's income and rent must be recalculated. This part discusses the schedule for annual reexaminations, the information to be collected and verified, and annual reexamination effective dates.

With HUD's final rule dated March 8, 2016, entitled "Streamlining Administrative Regulations for Public Housing/Housing Choice Voucher Final Rule," SNRHA may implement tri-annual reexaminations (or once every three [3] years.)

SNRHA Policy

SNRHA will continue to conduct annual reexaminations every year.



11-I.B. SCHEDULING ANNUAL REEXAMINATIONS

SNRHA must establish a policy to ensure that the annual reexamination for each family is completed *within* a 12-month period, and may require reexaminations more frequently [HCV GB p. 12-1].

SNRHA Policy

SNRHA will begin the annual reexamination process 120 calendar days in advance of its scheduled effective date. Generally, SNRHA will schedule annual reexamination effective dates to coincide with the family's anniversary date.

Anniversary date is defined as 12 months from the effective date of the family's last annual reexamination or, during a family's first year in the program, from the effective date of the family's initial examination (admission).

If the family moves to a new unit, SNRHA will perform a new annual reexamination.

SNRHA also may schedule an annual reexamination for completion prior to the anniversary date for administrative purposes.

Notification of and Participation in the Annual Reexamination Process

SNRHA is required to obtain the information needed to conduct annual reexaminations. How that information will be collected is left to the discretion of SNRHA.

SNRHA Policy

Families generally are required to participate in an annual reexamination interview, which must be attended by the head of household, spouse, or co-head and all family members 18 and older. SNRHA conducts re-certifications for the elderly and disabled via mail unless they fail to return the recertification packet within the required timeframe, the family will be sent an appointment letter. If participation in an in-person interview poses a hardship because of a family member's disability, the family should contact SNRHA to request a reasonable accommodation (See Chapter 2).

Notification of annual reexamination interviews will be sent by first-class mail and will contain the date, time, and location of the interview. In addition, it will inform the family of the information and documentation that must be brought to the interview.

If the family is unable to attend a scheduled interview, the family should contact SNRHA in advance of the interview to schedule a new appointment. If a family does not attend the scheduled interview, SNRHA will send a second notification with a new interview appointment time.

If a family fails to attend their scheduled briefing and final appointment without SNRHA's approval, or if the notice is returned by the post office, a notice of termination (See Chapter 12) will be sent to the family's address of record.



An advocate, interpreter, or other assistant may assist the family in the interview process. The family and SNRHA must execute a certification attesting to the role and assistance of any such third party.

11-I.C. CONDUCTING ANNUAL REEXAMINATIONS

As part of the annual reexamination process, families are required to provide updated information to SNRHA regarding the family's income, expenses, and composition [24 CFR 982.551(b)].

SNRHA Policy

Families will be asked to bring all required information (as described in the reexamination notice) to the reexamination appointment. The required information will include a SNRHA-designated reexamination form, an Authorization for the Release of Information/Privacy Act Notice, as well as supporting documentation related to the family's income, expenses, family composition and other required forms.

Any required documents or information that the family is unable to provide at the time of the interview must be provided within 14 calendar days of the interview. If the family is unable to obtain the information or materials within the required time frame, the family may request an extension.

If the family does not provide the required documents or information within the required time frame (plus any extensions), the family will be sent a notice of termination (See Chapter 12.)

The information provided by the family generally must be verified in accordance with the policies in Chapter 6. Unless the family reports a change, or the agency has reason to believe a change has occurred in information previously reported by the family, certain types of information that are verified at admission typically do not need to be re-verified on an annual basis. These include:

- Legal identity
- Age
- Social security numbers
- A person's disability status
- Citizenship or immigration status –except for expired status

If adding a new family member due to birth, adoption, marriage, court awarded custody, court awarded guardianship, or an assignment with verification from a social service agency to the unit causes overcrowding according to the Housing Quality Standards (HQS) (see Chapter 8), SNRHA must issue the family a new voucher, and the family must try to find an acceptable unit as soon as possible. If an acceptable unit is available for rental by the family, SNRHA must terminate the HAP contract in accordance with its terms [24 CFR 982.403].

SNRHA will not increase the voucher size when adding adults to the family with the exception of court awarded custody of an adult.



SNRHA shall increase the voucher size for the addition of minors if the addition to the family warrants an increased voucher-size based on SNRHA's occupancy guidelines. Forms of acceptability by SNRHA:

- Court Ordered Assignment
- Verification from Social Service Agency
- SNRHA Appointment and Acceptance Form notarized (showing consent of a parent of the minor to be added to the family)
- SNRHA's Guardian – Self Certification of Physical Custody of Minor Child/Children form

11-I.D. DETERMINING ONGOING ELIGIBILITY OF CERTAIN STUDENTS [24 CFR 982.552(b)(5)]

Section 327 of Public Law 109-115 established new restrictions on the ongoing eligibility of certain students (both part- and full-time) who are enrolled in institutions of higher education.

If a student enrolled in an institution of higher education is under the age of 24, is not a veteran, is not married, and does not have a dependent child, the student's eligibility must be reexamined along with the income eligibility of the student's parents on an annual basis. In these cases, both the student and the student's parents must be income eligible for the student to continue to receive HCV assistance. If, however, a student in these circumstances is determined independent from his or her parents in accordance with PHA policy, the income of the student's parents will not be considered in determining the student's ongoing eligibility.

Students who reside with parents in an HCV assisted unit are not subject to this provision. It is limited to students who are receiving assistance on their own, separately from their parents.

SNRHA Policy

During the annual reexamination process, SNRHA will determine the ongoing eligibility of each student who is subject to the eligibility restrictions in 24 CFR 5.612 by reviewing the student's individual income as well as the income of the student's parents. If the student has been determined "independent" from his/her parents based on the policies in Sections 3-II.E, the parents' income will not be reviewed.

If the student is no longer income eligible based on his/her own income or the income of his/her parents, the student's assistance will be terminated.

If the student continues to be income eligible based on his/her own income and the income of his/her parents (if applicable), SNRHA will process a reexamination in accordance with the policies in this chapter.

11-I.E. EFFECTIVE DATES

SNRHA must establish policies concerning the effective date of changes that result from an annual reexamination [24 CFR 982.516].



SNRHA Policy

In general, an *increase* in the family share of the rent resulting from an annual reexamination will take effect on the first day of the family's anniversary month, and the family will be notified at least 30 calendar days in advance.

If less than 30 calendar days remain before the scheduled effective date, the increase will take effect on the first of the month following the end of the 30-day notice period by completing an adjustment to make up the difference.

If a family moves to a new unit, the increase will take effect on the effective date of the new lease and HAP contract, and no 30-day notice is required.

If SNRHA chooses to schedule an annual reexamination for completion prior to the family's anniversary date for administrative purposes, the effective date will be determined by SNRHA, but will always allow for the 30-day notice period.

If the family causes a delay in processing the annual reexamination, *increases* in the family share of the rent will be applied retroactively, to the scheduled effective date of the annual reexamination. The family will be responsible for any overpaid subsidy and may be offered a repayment agreement in accordance with the policies in Chapter 14.

In general, a *decrease* in the family share of the rent that results from an annual reexamination will take effect on the first day of the month of the family's anniversary date.

If a family moves to a new unit, the decrease will take effect on the effective date of the new lease and HAP contract.

If SNRHA chooses to schedule an annual reexamination for completion prior to the family's anniversary date for administrative purposes, the effective date will be determined by SNRHA.

If the family causes a delay in processing the annual reexamination, *decreases* in the family share of the rent will be applied prospectively, from the first day of the month following completion of the reexamination processing.

Delays in reexamination processing are considered to be caused by the family if the family fails to provide information requested by SNRHA by the date specified, and this delay prevents SNRHA from completing the reexamination as scheduled.

Reexamination Notice to the Family

SNRHA will maintain a reexamination tracking system and the household will be notified by mail of the date and time for their interview at least 60 calendar days in advance of the anniversary date, unless it has been rescheduled or file reinstated. SNRHA has developed a computerized tracking report to ensure all annual re-certifications are completed prior to the last annual date.

If requested as an accommodation by a person with a disability, SNRHA will provide the notice in an accessible format. SNRHA will also mail the notice to a third party, if requested as



reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

Completion of Annual Recertification

SNRHA will have all recertifications for families completed no later than one (1) calendar month prior to the effective date of the annual reexamination. This includes notifying the family of any changes in rent at least one (1) calendar month before the scheduled date of the change in family rent.

Collection of Information [24 CFR 982.516(f)]

SNRHA has established appropriate recertification procedures necessary to ensure that the income data provided by families is complete and accurate.

SNRHA will require the family to complete an application for Continued Occupancy form prior to completing annual recertifications.

PART II: INTERIM REEXAMINATIONS [24 CFR 982.516]

11-II.A. OVERVIEW

Family circumstances may change throughout the period between annual reexaminations. HUD and SNRHA policies dictate what kinds of information about changes in family circumstances must be reported, and under what circumstances SNRHA must process interim reexaminations to reflect those changes. HUD regulations also permit SNRHA to conduct interim reexaminations of income or family composition at any time. When an interim reexamination is conducted, only those factors that have changed are verified and adjusted [HCV GB, p. 12-10].

In addition to specifying what information the family must report, HUD regulations permit the family to request an interim determination if other aspects of the family's income or composition changes. SNRHA must complete the interim reexamination within a reasonable time after the family's request.

This part includes HUD and SNRHA policies describing what changes families are required to report, what changes families may choose to report, and how SNRHA will process both SNRHA and family initiated interim reexaminations.

11-II.B. CHANGES IN FAMILY AND HOUSEHOLD COMPOSITION

SNRHA must adopt policies prescribing when and under what conditions the family must report changes in family composition. However, due to family obligations under the program, SNRHA has limited discretion in this area.

SNRHA Policy

SNRHA will conduct interim reexaminations to account for any changes in income that are downward that occur between annual reexaminations. The interim will not be processed until the change is properly verified. Upon receipt of proper verification, the interim will be processed. Changes will be effective the first of the month following the month in which SNRHA receives written notice of the change.



If necessary, the change will be processed retroactively to be effective the first of the month following the month of receipt of written notice of the change.

Increases in income will be processed at the next annual reexamination except for the following families:

- Zero income families reporting income
- Families receiving only non-earned income who begin to earn income
- Families qualifying for the earned income disallowance (EID), but only when the EID family's share of rent will change as a result of the increase
- Families whose household income increases by \$20,000.00 or more; or
- FSS program participants.

All changes must be reported in writing within 10 calendar days. In the above cases, SNRHA will process the interim to be effective the first of the month following 30 calendar day notice. In all other cases, SNRHA will note the information in the participant's file, but will not conduct an interim reexamination.

SNRHA will conduct an interim for all changes in household composition. All changes must be reported in writing within 10 calendar days.

New Family Members Not Requiring Approval

The addition of a family member as a result of birth, adoption, or court-awarded custody does not require SNRHA approval. However, the family is required to promptly notify SNRHA of the addition within 10 calendar days and submit copies of documents and birth certificates; social security 24 CFR 982.551(h)(2)].

SNRHA Policy

The family must inform SNRHA of the birth, adoption or court-awarded custody of a child/adult within 10 calendar days and submit all required documents. Notifications must be done in writing.

New Family and Household Members Requiring Approval

With the exception of children who join the family as a result of birth, adoption, or court-awarded custody, a family must request SNRHA's approval to add a new family member [24 CFR 982.551(h)(2)] or other household member (live-in aide or foster child) [24 CFR 982.551(h)(4)]. This request must be submitted in writing prior to allowing the person to move into the unit.

When any new family member is added, SNRHA must make appropriate adjustments in the family share of the rent and the HAP payment at the effective date of either the annual or interim reexamination [24 CFR 982.516(e)(2)].

If an adult is requested to be added to the household, a criminal background check will be completed.

If adding a new family member due to birth, adoption, marriage, court awarded custody, court awarded guardianship, or an assignment with verification from a social service agency to the unit causes overcrowding according to the Housing Quality Standards (HQS) (see Chapter 8), SNRHA



must issue the family a new voucher, and the family must try to find an acceptable unit as soon as possible.

If a change in family size causes a violation of Housing Quality Standards (HQS) space standards (see Chapter 8), SNRHA must issue the family a new voucher, and the family and SNRHA must try to find an acceptable unit as soon as possible.

SNRHA Policy

Families must request SNRHA's approval to add a new family member, live-in aide, foster child, or foster adult in writing. This includes any person not on the lease who is expected to stay in the unit for more than 30 consecutive days, or 60 cumulative days, within a twelve month period, and therefore no longer qualifies as a "guest." Requests must be made in writing and approved by SNRHA prior to the individual moving in the unit.

SNRHA will not approve the addition of a new family or household member unless the individual meets the PHA's eligibility criteria (see Chapter 3).

SNRHA will not approve the addition of a foster child or foster adult if it will cause a violation of HQS space standards.

If SNRHA determines an individual meets SNRHA's eligibility criteria as defined in Chapter 3, SNRHA will provide written approval to the family. If the approval of a new family member or live-in aide will cause overcrowding according to HQS standards, the approval letter will explain that the family will be issued another voucher and will be required to move.

If SNRHA determines that an individual does not meet SNRHA's eligibility criteria as defined in Chapter 3, SNRHA will notify the family in writing of its decision to deny approval of the new family or household member and the reasons for the denial. Families must report in writing marriages/separations and divorces within 10 calendar days.

Departure of a Family or Household Member

Families must promptly (defined as within 10 calendar days) notify SNRHA if any family member no longer lives in the unit [24 CFR 982.551(h)(3)]. Because household members are considered when determining the family unit (voucher) size [24 CFR 982.402], SNRHA also needs to know when any live-in aide, foster child, or foster adult ceases to reside in the unit. Failure to report this may result in termination of assistance.

SNRHA Policy

If a household member ceases to reside in the unit, the family must inform SNRHA within 10 calendar days in writing. This requirement also applies to a family member who has been considered temporarily absent at the point that the family concludes the individual is permanently absent.

If a live-in aide, foster child, or foster adult ceases to reside in the unit, the family must inform SNRHA within 10 calendar days in writing.



11-II.C. CHANGES AFFECTING INCOME OR EXPENSES

Interim reexaminations can be scheduled either because SNRHA has reason to believe changes in income or expenses may have occurred, or because the family reports a change.

Interim Reexaminations

SNRHA must adopt policies prescribing when and under what conditions the family must report changes in family income or expenses [24 CFR 982.516(c)]. In addition, HUD regulations require that the family be permitted to obtain an interim reexamination any time the family has experienced a change in circumstances since the last determination [24 CFR 982.516(b)(2)].

SNRHA-initiated interim reexaminations are those that are scheduled based on circumstances or criteria defined by SNRHA. They are not scheduled because of changes reported by the family.

SNRHA Policy

SNRHA will conduct interim reexaminations in each of the following instances:

- For families receiving the Earned Income Disallowance (EID), SNRHA will conduct an interim reexamination at the start of the EID process, at Phase-In, and at the conclusion of the 24-month eligibility period.
- Families that report zero income will be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, and other subsistence of expenses by completing SNRHA's 'Zero Income Packet.' SNRHA will also send third party verification(s) to the state unemployment department whenever a participant claims zero income.
- When the amounts indicate the family has received monies from outside sources, or an outside source has paid the family's bills on their behalf, SNRHA will send third party verification(s) to the providing party to verify whether the income is sporadic or recurring in order to determine whether the amount is to be included in the family's annual income. EIV printouts will also be reviewed for all interim reexaminations.

If the family's expenses exceed their known income, SNRHA will make inquiry of the head of household as to the nature of the family's resources and terminate the family for fraud, or offer a repayment agreement when documented evidence indicates the family has unreported income, which includes receiving funds from other parties or individuals that has not been reported. Failure to enter into a repayment agreement and pay the required 25% within the established guidelines shall result in the termination of the subsidy. Only two (2) repayment agreements will ever be approved for any one HCV household. The second cannot be approved unless the first has been paid in full. Repeating this action after the 2nd violation of unreported income will result in termination from the HCV program.

- If at the time of the annual reexamination, it is not feasible to anticipate a level of income for the next 12 months (e.g. seasonal or cyclic income), SNRHA will schedule an interim reexamination to coincide with the end of the period for which it is feasible to project income.



- If at the time of the annual reexamination, participant-provided documents were used on a provisional basis due to the lack of third-party verification, and third-party verification becomes available, SNRHA will conduct an interim reexamination.
- SNRHA may conduct an interim reexamination at any time in order to correct an error in a previous reexamination, or to investigate a participant fraud complaint.

Required Reporting

HUD regulations give SNRHA the freedom to determine the circumstances under which families will be required to report changes affecting income.

SNRHA Policy

Families are required to report all increases in income, including new employment, within 10 calendar days of the date the change takes effect.

Families are required to report any other changes in income or expenses and family composition within 10 calendar days in writing.

If the family's Total Tenant Payments (TTP) is the minimum rent and/or the family has requested a hardship exemption, the family must report any increase in income. SNRHA will adjust the rent at the end of the hardship period.

Families are required to report all changes in income and family composition within 10 calendar days of the change.

Optional Reporting

The family may request an interim reexamination any time the family has experienced a change in circumstances since the last determination [24 CFR 982.516(b)(2)]. SNRHA must process the request if the family reports a change resulting in a reduced family income [HCV GB, p. 12-9].

If a family reports a decrease in income from the loss of welfare benefits due to fraud or non-compliance with a welfare agency requirement to participate in an economic self-sufficiency program, the family's share of the rent will not be reduced [24 CFR 5.615]. For more information regarding the requirement to impute welfare income see Chapter 5.

SNRHA Policy

If a family reports a change resulting in an increase or decrease in the family share of rent, SNRHA will conduct an interim reexamination. See Section 11-II.D. for effective dates.

11-II.D. PROCESSING THE INTERIM REEXAMINATION

Method of Reporting

SNRHA Policy

The family shall notify SNRHA of changes only in writing within 10 calendar days of any change in family composition (including marriage) or income. Generally, the family will not be required to attend an interview for an interim reexamination. However, if SNRHA determines that an interview is warranted, the family may be required to attend.



Based on the type of change reported, SNRHA will determine the documentation the family will be required to submit. The family must submit any required information or documents within 14 business days of receiving a request from SNRHA. This time frame may be extended for good cause with SNRHA's approval. SNRHA will accept required documentation by mail, fax, e-mail, or in person.

Effective Dates

SNRHA must establish the time frames in which any changes that result from an interim reexamination will take effect [24 CFR 982.516(d)]. The changes may be applied either retroactively or prospectively, depending on whether there is to be an increase or a decrease in the family share of the rent, and whether the family reported any required information within the required time frames [HCV GB, p. 12-10].

SNRHA Policy

If the family share of the rent is to *increase*:

The increase generally will be effective on the first of the month following 30 days' notice to the family.

If a family fails to report a change within the required time frames, or fails to provide all required information within the required time frames, the increase will be applied retroactively, to the date it would have been effective had the information been provided on a timely basis. The family will be responsible for any overpaid subsidy and may be offered a repayment agreement in accordance with the policies in Chapter 14.

If the family share of the rent is to *decrease*:

The decrease will be effective on the first day of the month following the month in which the change was reported and all required documentation was submitted. In cases where the change cannot be verified until after the date the change would have become effective, the change will be made retroactively.

OTHER INTERIM REPORTING ISSUES

An interim reexamination does not affect the date of the annual recertification.

SNRHA Policy

A verification used for purposes of completing the interim may be used for completing the family's annual recertification if the verification is current within 120 calendar days of the scheduled annual recertification effective date, unless SNRHA has reason to believe the situation has changed.

SNRHA may conduct the interim recertification by mail as a reasonable accommodation for a participant with a disability and elderly participants. (See Chapter 1, "Statement of Policies and Objectives")



SNRHA Staff Errors

If SNRHA makes a calculation error at admission to the program or at an annual reexamination, an interim reexamination will be conducted, if necessary, to correct the error, but the family will not be charged retroactively. Families will be given decreases, when applicable, retroactive to when the decrease for the change would have been effective if calculated correctly.

CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES [24 CFR 5.518]

Under the Noncitizens Rule, "Mixed" families are families that include at least one citizen or eligible immigrant and any number of ineligible members.

"Mixed" families who were participants as of June 19, 1995, shall continue receiving full assistance if they meet all of the following criteria:

- SNRHA implemented the Non-Citizen Rule prior to November 29, 1996 AND
- The head of household or spouse is a U.S. citizen or has eligible immigrant status; AND
- All members of the family other than the head, the spouse, parents of the head or the spouse, and children of the head or spouse are citizens or eligible immigrants. The family may change the head of household to qualify under this provision.

If the family moved in on or after November 29, 1996, mixed families may receive prorated assistance only.

MISREPRESENTATION OF FAMILY CIRCUMSTANCES

If any participant deliberately misrepresents the information on which eligibility or participant rent is established, SNRHA may terminate assistance and may refer the family file/record to the proper authorities for appropriate disposition. (See Program Integrity Chapter 16.)

PART III: RECALCULATING FAMILY SHARE AND SUBSIDY AMOUNT

11-III.A. OVERVIEW

After gathering and verifying required information for an annual or interim reexamination, SNRHA must recalculate the family share of the rent and the subsidy amount, and notify the family and owner of the changes [24 CFR 982.516(d)(2), HCV 12-6 and 12-10]. While the basic policies that govern these calculations are provided in Chapter 6, this part lays out policies that affect these calculations during a reexamination.

11-III.B. CHANGES IN PAYMENT STANDARDS AND UTILITY ALLOWANCES

In order to calculate the family share of the rent and HAP amount correctly, changes in payment standards, subsidy standards, or utility allowances may need to be updated and included in SNRHA's calculations.

Specific policies governing how subsidy standards, payment standards, and utility allowances are applied are discussed below.



Payment Standards [24 CFR 982.505]

The family share of the rent and HAP calculations must use the correct payment standard for the family, taking into consideration the family unit size, the size of unit, and the area in which the unit is located [HCV GB, p. 12-5]. See Chapter 6 for information on how to select the appropriate payment standard.

When SNRHA changes its payment standards or the family's situation changes, new payment standards are applied at the following times:

- If SNRHA's payment standard amount changes during the term of the HAP contract, the date on which the new standard is applied depends on whether the standard has increased or decreased:
 - If the payment standard amount has *increased*, the increased payment standard will be applied at the *first annual* reexamination following the effective date of the increase in the payment standard.
 - If the payment standard amount has *decreased*, the decreased payment standard will be applied at the *second annual* reexamination following the effective date of the decrease in the payment standard.
- If the family moves to a new unit, or a new HAP contract is executed due to changes in the lease (even if the family remains in place) the current payment standard applicable to the family will be used when the new HAP contract is processed.

Subsidy Standards [24 CFR 982.505(c)(4)]

If there is a change in the family unit size that would apply to a family during the HAP contract term, either due to a change in family composition, or a change in SNRHA's subsidy standards (see Chapter 6), the new family unit size must be used to determine the payment standard amount for the family at the family's *first annual* reexamination following the change in family unit size.

SNRHA Policy

Family composition changes resulting in a change in voucher size: Although SNRHA will conduct interims for all changes in family composition, the voucher size will not be adjusted until the family's first annual reexamination following the family composition change.

(Exception: see 24 CFR 982.403 for violations of the HQS space standards.)

Utility Allowances [HCV GB pg. 18-8]

The family share of the rent and HAP calculations must reflect any changes in the family's utility arrangement with the owner, or in SNRHA's utility allowance schedule [HCV GB, p. 12-5]. Chapter 14 discusses how utility allowance schedules are established.

When there are changes in the utility arrangement with the owner, SNRHA must use the utility allowances in effect at the time the new lease and HAP contract are executed.



At reexamination, SNRHA must use SNRHA current utility allowance schedule.

SNRHA Policy

Revised utility allowances will be applied to a family's rent and subsidy calculations at the first reexamination after the allowance is adopted.

11-III.C. NOTIFICATION OF NEW FAMILY SHARE AND HAP AMOUNT

SNRHA must notify the owner and family of any changes in the amount of the HAP payment [HUD-52641, HAP Contract]. The notice must include the following information [HCV GB, p. 12-6]:

- The amount and effective date of the new HAP payment
- The amount and effective date of the new family share of the rent
- The amount and effective date of the new tenant rent to owner

The family must be given an opportunity for an informal hearing regarding SNRHA's determination of their annual or adjusted income, and the use of such income to compute the housing assistance payment [24 CFR 982.555(a)(1)(i)] (see Chapter 14).

11-III.D. DISCREPANCIES

During an annual or interim reexamination, SNRHA may discover that information previously reported by the family was in error, or that the family intentionally misrepresented information. In addition, SNRHA may discover errors made by SNRHA. When errors resulting in the overpayment or underpayment of subsidy are discovered, corrections will be made in accordance with the policies in Chapter 14.



Chapter 12

DENIAL OF ASSISTANCE, TERMINATION OF ASSISTANCE, AND TENANCY

INTRODUCTION

HUD regulations specify the reasons for which a PHA can deny or terminate a family's assistance, and the ways in which such terminations must take place. They also dictate the circumstances under which an owner may terminate the tenancy of an assisted family. This chapter presents the policies that govern denials of assistance, voluntary and involuntary terminations of assistance, and termination of tenancy by the owner. It is presented in three parts:

Part I: Grounds for Denial of Assistance. This part discusses reasons why a family's application for assistance may be denied, including mandatory denials, and discusses SNRHA policy as relates to denials of assistance.

Part II: Termination of Assistance. This part discusses various reasons a family's assistance may be terminated, including voluntary termination by the family, termination because the family no longer qualifies to receive subsidy, and termination by the PHA based on the family's behavior. It also covers denial of applicant's assistance.

Part III: Approach to Termination of Assistance. This part describes the policies that govern how an involuntary termination takes place. It specifies the alternatives that the PHA may consider in lieu of termination, the criteria the PHA must use when deciding what action to take, and the steps the PHA must take when terminating a family's assistance.

Part IV: Termination of Tenancy by the Owner. This part presents the policies that govern the owner's right to terminate an assisted tenancy.

PART I: GROUNDS FOR DENIAL OF ASSISTANCE

12-I.A. OVERVIEW

HUD requires SNRHA to terminate or deny assistance for certain offenses and when the family no longer requires assistance. HUD permits SNRHA to terminate or deny assistance for certain other actions family members take or fail to take. In addition, a family may decide to stop receiving HCV assistance at any time by notifying SNRHA.

A family that does not meet the eligibility criteria discussed in Chapter 3, Parts I and II, must be denied assistance.

In addition, HUD requires or permits SNRHA to deny assistance based on certain types of current or past behaviors of family members.

Forms of Denial [24 CFR 982.552(a)(2); HCV GB, p. 5-35]

Denial of assistance includes any of the following:

- Not placing the family's name on the waiting list



- Denying or withdrawing a voucher
- Not approving a request for tenancy or refusing to enter into a HAP contract
- Refusing to process a request for or to provide assistance under portability procedures

Prohibited Reasons for Denial of Program Assistance [24 CFR 982.202(b), Pub.L. 109-162]

HUD rules prohibit denial of program assistance to the program based on any of the following criteria:

- Age, disability, race, color, religion, sex, or national origin. (See Chapter 2 for additional information about fair housing and equal opportunity requirements.)
- Where a family lives prior to admission to the program
- Where the family will live with assistance under the program. Although eligibility is not affected by where the family will live, there may be restrictions on the family's ability to move outside SNRHA's jurisdiction (See Chapter 10, Portability.)
- Whether members of the family are unwed parents, recipients of public assistance, or children born out of wedlock
- Whether the family includes children
- Whether a family decides to participate in a family self-sufficiency program
- Whether or not a qualified applicant has been a victim of domestic violence, dating violence, sexual assault, or stalking

12-I.B. MANDATORY DENIAL OF ASSISTANCE [24 CFR 982.553(a)]

HUD permits, but does not require, the PHA to deny assistance if the PHA determines that any household member is currently engaged in, or has engaged in during a reasonable time before the family would receive assistance, certain types of criminal activity.

- Any member of the household has been evicted from federally-assisted housing in the last 3 years for drug-related criminal activity. HUD permits, but does not require, SNRHA to admit an otherwise-eligible family if the household member has completed a SNRHA-approved drug rehabilitation program or the circumstances which led to eviction no longer exist (e.g., the person involved in the criminal activity no longer lives in the household).
- SNRHA determines if any household member is currently engaged in the use of illegal drugs.

SNRHA Policy

Currently engaged in is defined as any use of illegal drugs during the previous six months.

- SNRHA has reasonable cause to believe that any household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol, may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.



- Any household member that has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing (including Public Housing, Section 8 Tenant-Based or Project-Based Units.)
- Any household member is subject to a lifetime registration requirement under a state sex offender registration program. Criminal Sexual Convictions – Applicants, participant and/or their household members who have been convicted of criminal sexual conduct or are required to register in the State of Nevada as a sex offender, will be prohibited from participation in the public housing program.
- Sex offenses, include but are not limited to sexual assault, incest, statutory sexual seduction, open and gross lewdness or child abuse and are required by law to register as a sex offender will be prohibited from participation in the Housing Choice Voucher Program.
- Failure of the family to provide verification of social security numbers for all family members in compliance with HUD Rent Refinement Rule. Notice PIH 2012-10

12-I.C. CRITERIA FOR DECIDING TO DENY ASSISTANCE

Evidence [24 CFR 982.553(c)]

SNRHA Policy

SNRHA will use the concept of the preponderance of the evidence as the standard for making all admission decisions.

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

Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Consider all evidence. In determining whether an issue has been proved by a preponderance of the evidence, you should consider all of the evidence, regardless of who produced it.

Equally balanced. If the weight of the evidence is equally balanced, or if you are unable to determine which side of an issue has the preponderance, the party who has the burden of proof has not established such issue by a preponderance of the evidence.

Consideration of Circumstances [24 CFR 982.552(c)(2)]

HUD authorizes SNRHA to consider all relevant circumstances when deciding whether to deny assistance based on a family's past history except in the situations for which denial of assistance is mandated (see Section 3-III.B).

SNRHA Policy

SNRHA will consider the following factors prior to making its decision:

The seriousness of the case, especially with respect to how it would affect other residents.



The effects that denial of assistance may have on other members of the family who were not involved in the action or failure.

The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities, or (as discussed further in section 3-III.G) a victim of domestic violence, dating violence, sexual assault, or stalking.

The length of time since the violation occurred, the family's recent history and the likelihood of favorable conduct in the future.

In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully, unless there is a reoccurring offense within the past twelve months.

SNRHA will require the applicant/participant to submit evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully.

SNRHA will consider all credible evidence, including but not limited to, any record of convictions or evictions of household members related to the use of illegal drugs or the abuse of alcohol. A conviction will be given more weight. SNRHA will also consider evidence from treatment providers or community-based organizations providing services to household members.

SNRHA will also consider good cause reasons for missing an appointment or failing to timely provide information. However, only two appointments shall be scheduled. Said reasons include documented hospitalization, travel or incarceration for non-felony charges.

SNRHA has no discretion when denying assistance to an applicant whom has failed to establish citizenship or eligible status, or has been evicted from any Public Housing Program under the 1937 Act; Sex offender; Illegal drug use, other criminal activity, and alcohol abuse that would threaten other residents unless they can demonstrate to SNRHA that the person engaging in the activity has been rehabilitated, or that the situation no longer exists, and there have been no repeat incidents in the past 12 months.

Removal of a Family Member's Name from the Application [24 CFR 982.552(c)(2)(ii)]

HUD permits PHAs to impose as a condition of admission, a requirement that family members who participated in or were culpable (*defined as: deserving blame/blameworthy*) for an action or failure to act resulting in the denial of assistance, to not reside in the unit.

SNRHA Policy

As a condition of receiving assistance, a family may agree to remove the culpable family member from the application. In such instances, the head of household must certify the family member will not be permitted to visit or to stay as a guest in the assisted unit.



After admission to the program, the family must present evidence of the former family member's current address upon SNRHA request.

Reasonable Accommodation [24 CFR 982.552(c)(2)(iv)]

If the family includes a person with disabilities, SNRHA's decision concerning denial of admission is subject to consideration of reasonable accommodation in accordance with 24 CFR Part 8.

SNRHA Policy

If the family indicates the behavior of a family member with a disability is the reason for the proposed denial of assistance, SNRHA will determine whether the behavior is related to the disability. If so, upon the family's request, SNRHA will determine whether alternative measures are appropriate as a reasonable accommodation. SNRHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed denial of assistance. See Chapter 2 and Addendum A, for a discussion of reasonable accommodation.

12-I.D. DENIAL OF ASSISTANCE TO AN APPLICANT [24 CFR 982.552; 982.553]

(Some areas of this section also apply to participants)

SNRHA Policy

1. PERMANENT PROHIBITION

Applicants/participants and incoming clients under portability, and/or their household members who have been convicted of criminal sexual conduct, including but not limited to sexual assault, incest, statutory sexual seduction, open and gross lewdness or child abuse and are required by law to register as a sex offender will be prohibited from participation in the Section 8-HCV Program.

SNRHA will permanently deny admission to a HCV applicant/participant convicted of manufacturing or producing methamphetamine on the premises of assisted housing developments in violation of any Federal or State Law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and ground. Such individuals are permanently barred from receiving Federal Housing Assistance.

Any applicant or incoming port who owes any PHA a debt, including debts owed to HCV Project-based programs or any other federal housing program unless said person has a current repayment agreement for which they are in full-compliance with the terms of the agreement.

Fails to provide social security numbers and verification for all family members claiming to be citizens or have eligible immigration status.

Has been evicted from a federally subsidized housing program for a period of five (5) years or owes a debt to a public housing program or other assisted housing property;

Has made fraudulent representations on his/her public housing application.



Has engaged in or threatened abusive or violent behavior toward SNRHA personnel;

SNRHA has no discretion when denying assistance to an applicant who has failed to establish citizenship or eligible immigration status.

2. Criminal Conduct of an Applicant or Member of the Applicant’s Household

SNRHA will consult local and federal law enforcement databases to determine whether an applicant or household member, 18 years of age or older, has a criminal record. For purposes of this section, criminal record includes convictions.

SNRHA may deny assistance to an applicant if the preponderance (i.e. majority) of verifiable evidence (i.e., Scope/NCIC criminal records, police reports, reports from parole/probation officers or landlord references) indicates that an applicant and/or household members have engaged in drug-related or violent criminal activity that otherwise adversely affects the health, safety or welfare of the public.

If on probation or parole for any conviction, assistance will be denied, until discharged from probation, parole, or completion of sentence for one year prior to admissions to the HCV Program or port-in date. For purposes of this section, the “completion of sentence” shall mean the date of discharge from parole and/or probation or, in the case of a sentence that did not impose parole or probation, the date of release from prison/jail or the date of completion of court-ordered classes, community service, and/or final payment of court-ordered fines/restitution.

Applicants and/or household members whose records reflect criminal convictions or documented controlled substance or alcohol addiction shall be evaluated in accordance with the standards below:

a. Convictions for Possession and/or Use of Controlled Substance - Applicants and/or household members who have been convicted of possession of a controlled substance that was due to the applicant and/or household members’ addiction rather than sale or distribution, may be eligible for admission to the public housing program, if the applicant and/or household member submits verifiable documentation evidencing completion or on-going participation in a certified drug rehabilitation program, and the conviction did not occur within the year immediately preceding the date of admission of the applicant into the public housing program.

b. Termination of Assistance Due to Alcohol Abuse - SNRHA may deny assistance to an applicant when, through verifiable evidence, SNRHA determines that:

The applicant and/or household member has a pattern of abuse of alcohol; and

The abuse interferes with the health, safety or right to peaceful enjoyment of the community surrounding their current residence.



Mitigating Circumstances. SNRHA may elect not to deny assistance to an applicant due to alcohol abuse, if the applicant produces verifiable evidence that:

He/she or his/her household member has successfully completed an alcohol rehabilitation program; or

He/she or his/her household member is currently enrolled in and is regularly attending an alcohol rehabilitation program.

c. **Other Felony Convictions** - Applicants and/or members of their household who have felony criminal convictions, for offenses other than those referenced above, shall be barred from admission for the time periods listed below and must demonstrate that they have not incurred any new convictions for a minimum period of one (1) year from the last date completion of their sentence.

3. SEX OFFENDERS

A. PERMANENT BAN

Sex Offenders Subject to Lifetime Registration – The following Applicants and/or any member of the applicants’ household (collectively referred to as “Applicants” will be prohibited from participation in any SNRHA housing program (this includes port-ins):

- Applicants who have been convicted of a crime for which the person is subject to a lifetime sex offender registration requirement by **ANY** state convicting the person.

Applicants/participants commit fraud by: (1) failing to disclose to SNRHA the Applicants/participants are subject to a sex offender registration requirement, or (2) misleading SNRHA in any way regarding the Applicants’/Participant’s status relating to a sex offender registration requirement.

This requirement applies to participants found to be Sex Offenders subject to Life Time Registration.

If convicted of a sexual crime in any court of law and subject to any sex offender registration requirement. These applicants, including (for port-ins) and participants, shall be barred permanently effective from the date required to register as a sex offender.

B. TEN YEAR ADMISSION BAR PERIOD

Persons with convictions of one of the following offenses will be barred from admission to and continued occupancy in the public housing program for a period of 10 years.

- Murder or attempted murder
- Rape (not resulting in offender being a registered as a sex offender)
- Child Molestation (not resulting in offender being registered as a sex offender)
- Kidnapping, attempted kidnapping
- Sexual assault attempted sexual assault
- Child pornography



C. FIVE YEAR PROHIBITION

Persons with convictions of one of the following offenses will be barred from admission to or porting in from another PHA for a period of 5 years.

If any household member is currently engaged in, or has engaged in any of the following criminal activities, within the past five years, the family will be denied assistance.

(Five years from the date of conviction: Persons convicted of *Drug-related criminal activity*, defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug [24 CFR 5.100], including:

- Trafficking in controlled substances; and
- Sale of controlled substances

Exception: Applicants, including incoming families under portability and/or household members, who have been convicted of possession of a controlled substance that was due to the applicant and/or household members' addiction rather than sale or distribution, may be eligible for admission to the HCV program, if the applicant and/or household member submits verifiable documentation evidencing completion or on-going participation in a certified drug rehabilitation program, and the conviction did not occur within the year immediately preceding the date of admission of the applicant into the HCV program AND there has been no other offenses that would bar admission for two (2) years or more.

Five years from the date of conviction: Persons convicted of *Violent criminal activity*, defined by HUD as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage [24 CFR 5.100] including:

- Driving under the influence causing personal injury
- Voluntary manslaughter
- Involuntary manslaughter
- Robbery
- Attempted robbery with a deadly weapon
- Mayhem or attempted mayhem
- Convicted of Arson
- Battery with substantial bodily harm (with a deadly weapon)
- Robbery or attempted robbery with the use of a deadly weapon
- Trafficking in controlled substance
- Sale of controlled substance
- Felony Hit and Run
- DUI 3rd Offense



- Under the Influence of Controlled Substance
- Grand Larceny
- Arson, attempted arson
- Illegal Manufacture of a Controlled Substance
- Assault with a Deadly Weapon
- Possession of an Unregistered Firearm (2nd or other offense)
- Possession of controlled substance with intent to sell

Criminal activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or

Criminal activity that may threaten the health or safety of property owners and management staff, and persons performing contract administration functions or other responsibilities on behalf of SNRHA (including a SNRHA employee or a SNRHA contractor, subcontractor, or agent).

Immediate vicinity means within a three-block radius of the premises.

Evidence of such criminal activity includes, but is not limited to:

- Any conviction for drug-related or violent criminal activity within the past 5 years.
- Records of arrests for drug-related or violent criminal activity within the past five (5) years, although a record of arrest(s) will not be used as a sole basis for the denial or proof that the applicant engaged in disqualifying criminal activity.
- A conviction for drug-related or violent criminal activity will be given more weight.

Previously Assisted Families:

If the family's assistance was terminated for the following reasons the family may be denied assistance for five years:

- Any family member has been evicted from federally assisted housing within the last five years.
- Any PHA has ever terminated assistance under the program for any member of the family for violation of family obligations.
- Any family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program within the last five years.
- A family member has engaged in or threatened violent or abusive behavior toward SNRHA personnel within the last five years.
 - *Abusive or violent behavior towards SNRHA personnel* includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is



customarily used to intimidate may be considered abusive or violent behavior.

- *Threatening* refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

In making its decision to deny assistance for all the above-noted timeframes, SNRHA will consider the factors discussed in Section 12-II.B. Upon consideration of such factors, SNRHA may, on a case-by-case basis, decide to reduce the period of ineligibility.

D. THREE YEAR PROHIBITION

Persons with convictions of one of the following offenses will be barred from admission to or porting in from another PHA into the HCV program for a period of three (3) years:

- Assault and battery
- Coercion
- Prostitution (third and further offences)
- Abuse and neglect of children (2nd offense)
- Open and gross lewdness (2nd offense) - if a sex offender, the three year bar does not apply. Sex offenders are barred forever.
- Abuse and exploitation of older persons
- Harassment and stalking (2nd offense)
- Discharging a firearm out of a motor vehicle
- Burglary

E. TWO YEAR PROHIBITION

Any family allowing an ineligible person (relating to citizenship) to live in the assisted unit without informing SNRHA must be terminated for 24 months.

Possession of controlled substance

Any other criminal activity which, if repeated after admission, may threaten the health, safety, or right to peaceful enjoyment of the premises of other residents, neighbors, or persons living in the immediate vicinity.

Other criminal activity which, if repeated after admission, may threaten the health or safety of the property's owner, property management staff, SNRHA staff, or other individuals working in the immediate vicinity.

F. ONE YEAR PROHIBITION

Gross Misdemeanor Convictions

Persons with gross misdemeanor convictions for the offenses listed below shall be barred from the program admission and continued occupancy for a period of one (1) year from the date of conviction, and must demonstrate an absence of criminal activity for a minimum period of one year preceding the date of the application for admission or port in date.

- Open or gross lewdness – First Offense



- Aiming firearm at a human being
- Discharging a weapon where a person might be endangered
- Changing/altering the serial number of a firearm
- Discharging a firearm in or upon a public street
- Carrying a concealed weapon
- Possession of Burglary Tools
- Possession of an Unregistered Firearm - First Offense
- Conspiracy to Commit a Crime

Misdemeanor Convictions

Persons with misdemeanor convictions, for the offenses listed below, shall be barred from program admission, including port-ins from other HAs into HCV program for a period of one (1) year.

- Public intoxication
- Prostitution (first and second offense)
- Petty larceny
- Battery
- Domestic violence
- Disorderly conduct
- Possession of drugs not to be introduced into interstate commerce
- Abuse and neglect of children (first offense, even if no physical injury resulted to child)
- Harassment/stalking
- Trespassing
- Loitering
- DUI – First or Second offense
- Violating a Protective Order
- Resisting a Police Officer
- Possession of drug paraphernalia;

Probation and Parole

Even if a person has served time in jail and has now been released on probation or parole, they cannot be admitted into HCV program, unless a year has passed since the completion of their probation or parole. If the only sentence was probation or parole, a year must have elapsed, without incident, since its completion to be considered eligible for housing.

A person who is released from jail with no probation or parole requirement would have to operate on the outside for one year with no further evidence of the prohibited activities as listed in the one year bar in order to be considered for admission.



A person who has been convicted of any crime involving bodily injury would not be considered for admission until a year has passed since full repaying of the social debt, including probation or parole. *This section applies to incoming ports also.*

SNRHA may elect not to terminate or deny assistance to a family who is currently under the following types of court probations, commonly called: Bench Probation, Summary Probation, Conditional Probation, or Informal Probation; as long as the family member produces verifiable evidence that:

- He/She has successfully completed all court ordered obligations.

Other Felony Criminal Convictions

Applicants, incoming clients under portability (including prior SNRHA clients who ported out and leased with the receiving PHA) and/or members of their household who have felony criminal convictions, for offenses other than those referenced above, shall be barred from admission for the time periods listed and must demonstrate that they have not incurred any new convictions for a minimum period of one (1) year from the last date of their sentence.

For purposes of this section, the “last date of sentence” shall mean the date of discharge from parole and/or probation or, in the case of a sentence that did not impose parole or probation, the date of release from prison/jail or the date of completion of court-ordered community service and/or final payment of court-ordered fines/restitution.

Persons with outstanding warrants are barred from admission until the warrants have been satisfied by the issuing legal jurisdiction. Applicants or port-in client must provide documentation that the warrant has been satisfied within 30 calendar days of notification to prevent denial of assistance.

12-I.E. USE OF FBI AND LAW ENFORCEMENT RECORDS

SNRHA will check criminal history for all applicants and incoming ports who are 18 years or older to determine whether any member of the family has engaged in violent or drug related criminal activity or other criminal activity which is prohibit as an admission criterion.

Verification of any past activity will be done prior to final eligibility for admissions. For incoming ports, lease-up shall not be held up awaiting criminal screening results, but termination shall occur for participants porting in that cannot pass SNRHA’s criminal screening requirements.

SNRHA has contracted with the Nevada State Highway Patrol, an FBI approved channeling agent, to process and funnel requests in order to obtain National Crime Information Center (NCIC) data for the purpose of accessing FBI criminal records.

SNRHA acknowledges a name check only may result in an inconclusive result without a positive fingerprint comparison. The results of an inconclusive name check will not be used to deny an applicant admission to the HCV program.

If the channeling agency indicates to SNRHA that there is a criminal history record indexed in the Interstate Identification Index which might belong to the applicant/participant, SNRHA must submit an applicant fingerprint card to the FBI through the appropriate channel in order to verify



whether the criminal record is in fact the applicant's/participant's. Should the applicant instead elect to withdraw their application, no further action will be necessary.

To gain the full content of the NCIC data through the FBI approved channeling agent, SNRHA will submit an applicant/participant fingerprint card to the channeling agent.

Applicants and Incoming Port clients shall be required to have prints done when Metropolitan Police Department has indicated crimes may have been committed out of SNRHA's jurisdiction.

Confidentiality of Criminal Records

SNRHA will ensure any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

All criminal reports, while needed by the Director of Housing Programs (DHP) or their designee for screening for criminal behavior, will be housed in a locked file cabinet with access restricted to individuals responsible for such screening.

SNRHA shall shred these documents after three (3) years following termination.

INFORMAL REVIEW mention is in chapter 14.

PART II: GROUNDS FOR TERMINATION OF ASSISTANCE

12-II.A. FAMILY NO LONGER REQUIRES ASSISTANCE [24 CFR 982.45]

As a family's income increases, the amount of SNRHA subsidy goes down. If the amount of HCV assistance provided by the HAP drops to zero and remains at zero for 180 consecutive calendar days the family's assistance terminates automatically.

SNRHA Policy

If a participating family receiving zero assistance experiences a change in circumstances that would cause the HAP payment to rise above zero, the family must notify SNRHA of the changed circumstances and request an interim reexamination before the expiration of the 180 calendar day period.

12-II.B. FAMILY CHOOSES TO TERMINATE ASSISTANCE

The family may request SNRHA terminate the family's assistance at any time.

SNRHA Policy

The request to terminate assistance should be made in writing and signed by the head of household, spouse, or co head. SNRHA will provide proper notice by notifying the family of the cancellation of assistance in writing. Assistance shall be terminated per the participants' requested termination date. If no specific date is provided, SNRHA shall terminate the assistance at the end of the month of receipt of the request to self-terminate.



12-II.C. MANDATORY TERMINATION OF ASSISTANCE

HUD requires SNRHA to terminate assistance in the following circumstances.

Eviction [24 CFR 982.552(b)(2), Pub.L. 109-162]

SNRHA must terminate assistance whenever a family is evicted from a unit assisted under the HCV program for a serious or repeated violation of the lease. Incidents of actual or threatened violence, dating violence, sexual assault, or stalking may not be construed as serious or repeated violations of the lease by the victim or threatened victim of such abuse.

SNRHA Policy

A family will be considered *evicted* if the family moves after a legal eviction order has been issued, whether or not physical enforcement of the order was necessary.

If a family moves after the owner has given the family an eviction notice, for serious or repeated lease violations, but before a legal eviction order has been issued, termination of assistance is not mandatory. However, SNRHA will determine whether the family has committed serious or repeated violations of the lease based on available evidence and may terminate assistance or take any of the alternative measures described in Section 12-II.C. SNRHA shall not issue a voucher to move if SNRHA has received a notice of proceeding for an eviction for 30 calendar days from the date of the notice. If SNRHA does not receive this document within 30 calendar days of the notice to vacate, the family shall be issued a voucher, if they have given a written valid Vacate Notice other property owner or manager.

SNRHA shall not issue a voucher to the participant if any form of an eviction notice “for cause” has been served and submitted to SNRHA. The owner/manager shall have no more than 30 calendar days to submit a court order summary of judgment to SNRHA. If SNRHA does not receive this document within 30 calendar days of the notice to vacate, the family shall be issued a voucher, if they have provided a written 30 calendar days’ notice to their property owner or manager.

Serious and repeated lease violations will include, but not be limited to:

- Nonpayment of rent,
- Disturbance of neighbors,
- Destruction of property,
- Living or housekeeping habits that cause damage to the unit or premises,
- Subleasing the unit,
- Criminal activity on or near the premises
- Failure to repay judgments in a previously assisted HCV unit.

Generally, the criterion to be used is whether the reason for the eviction was through no fault of the participant or guests.



Failure to Provide Consent [24 CFR 982.552(b)(3)]

SNRHA must terminate assistance if any family member fails to sign and submit any consent form they are required to sign for a reexamination. See Chapter 6 for a complete discussion of consent requirements.

Failure to Document Citizenship [24 CFR 982.552(b)(4) and [24 CFR 5.514(c)]

SNRHA must terminate assistance if (1) a family fails to submit required documentation within the required timeframe concerning any family member's citizenship or immigration status; (2) a family submits evidence of citizenship and eligible immigration status in a timely manner, but United States Citizenship and Immigration Services (USCIS) primary and secondary verification does not verify eligible immigration status of the family; or (3) a family member, as determined by SNRHA, has knowingly permitted another individual who is not eligible for assistance to reside in the unit.

For (3) above, such termination must be for a period of at least 24 months. This does not apply to ineligible noncitizens already in the household where the family's assistance has been prorated. See Chapter 6 for a complete discussion of documentation requirements.

Failure to Provide Social Security Documentation [24 CFR 5.218(c)]

SNRHA must terminate assistance or deny assistance, if a participant or applicant family fails to provide documentation required by SNRHA to verify social security numbers in compliance with HUD Rent Refinement Rule effective January 2010.

Methamphetamine Manufacture or Production [24 CFR 982.553(b)(1)(ii)]

SNRHA must terminate assistance if any household member has ever been convicted of the manufacture or production of methamphetamine on the premises of federally-assisted housing.

Failure of Students to Meet Ongoing Eligibility Requirements [24 CFR 982.552(b)(5) and FR 4/10/06]

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 dependent children, and is not residing with his/her parents in an HCV assisted household, SNRHA must terminate the student's assistance if, at the time of reexamination, either the student's income or the income of the student's parents (if applicable) exceeds the applicable income limit.

If a participant household consists of both eligible and ineligible students, the eligible students shall not be terminated, but must be issued a voucher to move with continued assistance in accordance with program regulations and SNRHA policies, or must be given the opportunity to lease in place if the terminated ineligible student members elect to move out of the assisted unit.

12-II.D. MANDATORY POLICIES AND OTHER AUTHORIZED TERMINATIONS

Mandatory Policies [24 CFR 982.553(b) and 982.551(l)]

HUD requires SNRHA to establish policies permitting SNRHA to terminate assistance if SNRHA determines that:



- Any household member is currently engaged in any illegal use of a drug, or has a pattern of illegal drug use that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents
- Any household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents
- Any household member has violated the family's obligation not to engage in any drug-related criminal activity
- Any household member has violated the family's obligation not to engage in violent criminal activity
- For the purpose of determining a violation, SNRHA will not consider a family to be engaged in violent criminal activity if the family member is a victim in accordance with the Violence against Women Act (VAWA). However, nothing should be considered to limit the termination of the person who engages in the criminal act.

Use of Illegal Drugs and Alcohol Abuse

SNRHA Policy

SNRHA will terminate a family's assistance if any household member is currently engaged in any illegal use of a drug, or has a pattern of illegal drug use that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents. SNRHA does not allow the use or cultivation (growth) of marijuana in any subsidized housing, even for medical reasons and regardless of state laws.

SNRHA will terminate assistance if any household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

Currently engaged in is defined as any use of illegal drugs during the previous 12 months.

SNRHA will consider all credible evidence, including but not limited to, any record of convictions or eviction of household members related to the use of illegal drugs or abuse of alcohol.

A record or records of arrest will not be used as the sole basis for the termination or proof that the participant engaged in disqualifying criminal activity.

Drug-Related and Violent Criminal Activity [24 CFR 5.100]

Drug means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

Drug-related criminal activity is defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.



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

SNRHA Policy

SNRHA will terminate a family's assistance if any household member has violated the family's obligation not to engage in any drug-related or violent criminal activity during participation in the HCV program.

SNRHA will consider all credible evidence, including but not limited to, any record of convictions of household members related to drug-related or violent criminal activity, and any eviction or notice to evict based on drug-related or violent criminal activity.

A record or records of arrest will not be used as the sole basis for the termination or proof that the participant engaged in disqualifying criminal activity.

Other Authorized Reasons for Termination of Assistance [24 CFR 982.552(c), 24 CFR 5.2005(c)]

HUD permits SNRHA to terminate assistance under a number of other circumstances. It is left to the discretion of SNRHA whether such circumstances in general warrant consideration for the termination of assistance. The Violence Against Women Act of 2013 explicitly prohibits SNRHA's from considering incidents or actual threatened domestic violence, dating violence, sexual assault, or stalking as reasons for terminating the assistance of a victim of such abuse

SNRHA Policy

SNRHA **will not** terminate a family's assistance because of the family's failure to meet its obligations under the Family Self-Sufficiency or Welfare to Work program.

SNRHA **will** terminate a family's assistance if:

- The family has failed to comply with any family obligations under the program. See Exhibit 12-1 for a listing of family obligations and related SNRHA policies.
- Any family member has been evicted from federally-assisted housing in the last three (3) years.
- Any family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
- The family owes past due rent or other past due amounts, including in connection with HCV or public housing assistance under the 1937 Act.
- Breach of repayment agreement, unless the family repays the full amount of the debt no later than 14 calendar days from notification from SNRHA. This does not apply if the family is current with payments under an approved repayment agreement.
- The family has breached the terms of a repayment agreement entered into with any PHA, or refuses to enter into a repayment agreement.
- The family does not provide information that SNRHA or HUD determines is necessary in determining program eligibility.
- The family does not provide complete and true information to SNRHA.



- Fails to meet eligibility requirements concerning individuals enrolled at an institution of higher education as noted in 24 CFR 5.612
- Has made fraudulent misrepresentation on his/her application for HCV assistance.
- The family failed to disclose and verify social security numbers and submit and sign consent forms for obtaining information.
- Fails to establish citizenship or eligible immigration status for at least one family member.
- The family failed to keep scheduled eligibility appointments with SNRHA staff
- Fails to appear to a scheduled briefing to issue a voucher
- A family member engages in or threatens violent or abusive behavior toward SNRHA personnel.

Abusive or violent behavior towards SNRHA personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate shall be considered abusive or violent behavior.

Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

SNRHA **shall** deny assistance or continued assistance to an applicant, participant, and/or port-in client that:

- Does not submit a RFTA prior to the voucher expiring
- Is over income –applicants only
- Refuses to cooperate with SNRHA during the initial certification process or with portability procedures
- Fails to take immediate possession of the unit. Immediate is defined as within 20 calendar days of the date the unit has passed the initial HQS inspection.
- Is fleeing a felony
- Has an outstanding felony warrant
- Persons with outstanding warrants are barred from admission until the warrants have been satisfied within 30 calendar days of notification or
- Other criminal activities that are listed within this document as reasons to deny admissions.

Family Absence from the Unit [24 CFR 982.312]

The family may be absent from the unit for brief periods. SNRHA has established a policy on how long the family may be absent from the assisted unit (See Section 3-I.L.) However, the family may not be absent from the unit for a period of more than 180 consecutive calendar days for any reason. Absence in this context means that no member of the family is residing in the unit.

SNRHA Policy



If the assisted family is absent from the unit for more than 180 consecutive calendar days (for any reason), the family's assistance will be terminated. Families must notify SNRHA in writing if they will be out of the unit for any reason for more than 30 consecutive calendar days.

Other Reasons for Termination

- Failure or refuses to supply any information that SNRHA or HUD determines necessary for the administration of the Section 8 Program, including but not limited to, submissions of required evidence of citizenship or eligible immigration status;
- Failure to supply information requested by SNRHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
- Failure to report or disclose income after signing a zero income verification form within 10 calendar days as noted in the zero income certification form.
- Failure to appear or re-schedule, prior to the appointment time and date, at a required re-examination appointment, unless due to documented hospitalization, travel or incarceration for reasons other than reasons which would result in termination of assistance.
- Failure or refuses to notify SNRHA of an eviction notice and/or that the family has moved from the assisted residence prior to receiving written approval from SNRHA;
- Failure or refuses to utilize the assisted residence as a primary residence;
- Failure or refuses to report changes in income or family composition in writing within 10 calendar days to SNRHA, including marriages.
- Failure or refuses to promptly notify SNRHA that a family member no longer resides in the unit;
- Failure to submit written valid Vacate Notice to owner and SNRHA prior to moving.
- Fraud related to any Housing Program
- Failure to provide verifications within required timeframes
- Failure to enter into a repayment agreement within the required timeframes or paid debt in full and in compliance with the terms of the repayment agreement.
- Dual subsidy for any household member
- Permits persons, other than or in addition to members of the assisted family, to reside in the unit without prior approval from SNRHA;
- Fails or refuses to allow SNRHA to inspect the assisted unit at reasonable times and after 48 hours notice;
- Fails or refuses to pay any utilities that the owner is not required to pay for;
- Fails or refuses to maintain any appliances, in a safe condition, that the owner is not required to maintain;



- Fails or refuses to correct/repair life threatening caused damage to the leased premises for which the family is responsible within 24 hours of the occurrence, including reconnecting utilities.
- Fails or refuses to correct/repair family caused damages to the leased premises - beyond normal wear and tear that result in an HQS breach within 30 calendar days of the occurrence of said damage;
- Fails or refuses to comply with all other family obligations, set forth in 24 CFR 982.552.
- Makes side payments of higher rents than approved to landlords/managers.
- SNRHA will terminate participants that received court evictions, or repeat documented violations of the lease and/ or documented cases of program fraud. Any awarded judgment or special inspections conducted by SNRHA's HQS Inspectors or documentation provided by the landlord/manager will be used as supportive documentation for terminating assistance due to serious or repeated violations of the lease, inclusive of non-payment of rent. This action may be taken even when the participant has moved to another unit.
- Failure to report income (including funds provided for paying utilities on the next annual after an interim for zero income has been completed).
- Failure to pay a judgment for damages.
- Repeated criminal activities at the unit are considered a serious lease violation or any convictions that are listed in our five year bar from admissions including fugitive felons.
- Repeated late payments to the lender for participants under the HCV Homeownership Program shall result in the participant's termination. Repeated is defined as "submitting payments more than 30 calendar days late more than 3 times in a calendar year." The family will be referred to post-counseling if late payments are verified. If the family refuses to attend, the family shall be terminated. If the payments are not paid –in full or the participant cannot enter into a repayment agreement with their lender and provide a copy within 45 calendar days of the notice from SNRHA, the assistance shall be terminated the first of the month following the deadline.
- Failure to allow entrance for annual HQS Inspections. Only one Inspection will be rescheduled.

Criminal Conduct by Family Members:

SNRHA shall terminate assistance to a participant family if any member of the family is verified to have engaged in criminal activity involving drugs or violence. Additionally, SNRHA shall terminate fugitive felons and other felons, if identified after reports of possible criminal activities; receiving a report with documentation of fugitive felon status or warrant from the HUD's OIG office and/or additional criminal screenings. This includes persons convicted of felony crimes that have warrants issued for their arrest that are unresolved or persons found to have committed criminal acts that result in felony convictions for at least five years from the date of the conviction.

1. Termination of Assistance Due to Possession of Controlled Substances



A determination to terminate assistance due to a family member's illegal use or possession for personal use of a controlled substance must be based upon conduct that occurred within one year before SNRHA notifies the family of its decision to terminate.

2. Termination of Assistance Due to Alcohol Abuse

SNRHA shall terminate assistance to a family when, through verifiable evidence, SNRHA determines that:

- A family member has a pattern of abuse of alcohol; and
- The family member abuses alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the community surrounding the assisted unit.

a. Mitigating Circumstances

SNRHA may elect not to terminate assistance to a family due to alcohol abuse if the family member produces verifiable evidence that:

- He/she has successfully completed an alcohol rehabilitation program; or
- He/she is currently enrolled in and is regularly attending an alcohol rehabilitation program and program staff will verify that he/she is unlikely to threaten the health, safety or right to peaceful enjoyment of others.

If the family member has caused prior incidents of interference with the health, safety or right to peaceful enjoyment as a result of alcohol abuse, while on the Section 8 Program, the above-referenced mitigating factors will not be considered.

3. Evidence of Criminal Activity

In determining whether to terminate assistance to a family, based on drug related criminal activity, SNRHA may terminate assistance if the preponderance (i.e. majority) of verifiable evidence (i.e. criminal record, police records, reports from parole/probation officers/copies of warrants for arrest or landlords) indicates that a family member engaged in such activity, regardless of whether the family member was arrested or convicted.

4. Falsification or Fraud by Family Members:

SNRHA shall terminate assistance to a participant family that has submitted false, fraudulent or intentionally misleading information to SNRHA in order to obtain assistance and/or during the term of their Housing Assistance Payment (HAP) Contract.

a. Ownership Interest in the Assisted Unit

SNRHA will terminate assistance to a participant family when, through verifiable evidence, SNRHA determines that:

- A family member has an ownership interest in the assisted unit; or
- The family has permitted the Owner, of the assisted unit, to reside therein.

When the above-referenced determinations are made, SNRHA may refer the matter forthwith to the Office of the Inspector General (OIG) for criminal investigation. The



referral to the OIG shall not preclude, postpone, or otherwise interfere with SNRHA's administrative termination process.

b. False, Misleading or Fraudulent Information

SNRHA may terminate assistance to a participant family when, through verifiable evidence, SNRHA verifies:

- The family willfully misrepresented income on a zero income certification; or
- The family misrepresented facts that caused SNRHA to overpay assistance.

1. Mitigating Circumstances

If a family misrepresented facts that caused SNRHA to overpay assistance, SNRHA may choose to continue assistance if the family enters into a repayment agreement within thirty (30) calendar days of the date of SNRHA's determination.

c. Business Activity in the Assisted Unit

SNRHA shall terminate assistance to a participant family when SNRHA verifies that the assisted unit is being used primarily for business purposes.

In making this determination, SNRHA shall consider whether the business activity resulted in the inability of the family member to utilize critical living space such as, bedrooms and bathrooms.

1. Illegal Business Activity

When SNRHA verifies the participant is conducting an illegal business at the assisted unit, the family's assistance shall be terminated.

For purposes of this Section, an illegal business is one that violates the State of Nevada criminal code.

False or Incomplete Citizenship/Eligible Non-Citizen Information

When SNRHA has clear, concrete, or substantial documentation (such as a permanent resident card or information from another agency) that contradicts the declaration of citizenship made by an applicant or participant, an investigation will be conducted and the individual will be given an opportunity to present relevant information.

If the individual is unable to verify his/her citizenship, SNRHA will not give him/her an opportunity to provide a new declaration as an eligible immigrant nor opportunity to elect not to contend his/her status.

SNRHA will then verify eligible status, deny, terminate, or prorate as applicable.

SNRHA will deny or terminate assistance based on the submission of false information or misrepresentation.

Procedure for Denial or Termination -INS

If the family (or any member) claimed eligible immigrant status and the INS primary and secondary verifications failed to document the status, the family may make an appeal to the INS and request a hearing with SNRHA either after the INS appeal or in lieu of the INS appeal.



After SNRHA has made a determination of ineligibility, the family will be notified of the determination and the reasons and informed of the option for prorated assistance (if applicable).

Insufficient Funding [24 CFR 982.454]

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

SNRHA Policy

SNRHA will determine whether there is sufficient funding to pay for currently assisted families according to the policies in Part VIII of Chapter 16. If SNRHA determines there is a shortage of funding, prior to terminating any HAP contracts, SNRHA will determine if any other actions can be taken to reduce program costs. If after implementing all reasonable cost cutting measures there is not enough funding available to provide continued assistance for current participants, SNRHA will terminate HAP contracts as a last resort.

Prior to terminating any HAP contracts, SNRHA will inform the local HUD field office. SNRHA will terminate the minimum number needed in order to reduce HAP costs to a level within SNRHA's annual budget authority.

If SNRHA must terminate HAP contracts due to insufficient funding, SNRHA will do so in accordance with the following criteria and instructions:

SNRHA will terminate assistance to the most recent non-disabled or non-elderly family that has become a participant in the program, until such time as SNRHA has sufficient funds to assist. Families comprising the required number of special purpose voucher will be the last to be terminated. The family will not be required to reapply for the program when sufficient funds become available, but will be provided the opportunity to be assisted. The reinstatement for families shall be done in reserve order of SNRHA's list of termination of assistance for the lack of sufficient funds.

In the event SNRHA decides to stop issuing vouchers as a result of a funding shortfall, and SNRHA is not assisting the number of special purpose vouchers (NED families, HUD-VASH families, and Family Unification Program (FUP) families, when SNRHA resumes issuing vouchers, it will issue vouchers first to the special purpose vouchers, when applicable.

PART III: APPROACH TO TERMINATION OF ASSISTANCE

12-III.A. OVERVIEW

SNRHA is required by regulation to terminate a family's assistance if certain program rules are violated. For other types of offenses, the regulations give SNRHA the discretion to either



terminate the family's assistance or to take another action. This part discusses the various actions SNRHA may choose to take when it has discretion, and outlines the criteria SNRHA will use to make its decision about whether or not to terminate assistance. It also specifies the requirements for the notice that must be provided when terminating assistance.

12-III.B. METHOD OF TERMINATION [24 CFR 982.552(a)(3)]

The way in which SNRHA terminates assistance depends upon individual circumstances. HUD permits SNRHA to terminate assistance by:

- Terminating housing assistance payments under a current HAP contract,
- Refusing to approve a request for tenancy or to enter into a new HAP contract, or
- Refusing to process a request for or to provide assistance under portability procedures.

12-III.C. ALTERNATIVES TO TERMINATION OF ASSISTANCE

Repayment of Family Debts

SNRHA Policy

If a family owes amounts to SNRHA, as a condition of continued assistance, SNRHA will require the family to repay the full amount or to enter into a repayment agreement, within thirty (30) calendar days of receiving notice from SNRHA of the amount owed. See Chapter 14 for policies on repayment agreements.

12-III.D. CRITERIA FOR DECIDING TO TERMINATE ASSISTANCE

Evidence

For criminal activity, HUD permits SNRHA to terminate assistance if a *preponderance of the evidence* indicates that a household member has engaged in the activity, regardless of whether the household member has been convicted [24 CFR 982.553(c)].

SNRHA Policy

SNRHA will use the concept of the preponderance of the evidence as the standard for making all termination decisions.

Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Consideration of Circumstances [24 CFR 982.552(c)(2)(i)]

SNRHA is permitted, but not required, to consider all relevant circumstances when determining whether a family's assistance should be terminated.

SNRHA Policy



SNRHA will consider the following facts and circumstances when making its decision to terminate assistance:

In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully

SNRHA will require the participant to submit evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully.

In the case of program abuse, the dollar amount of the overpaid assistance and whether or not a false certification was signed by the family or if the family signs a repayment agreement and pays the required down payment within the required timeframe.

Reasonable Accommodation [24 CFR 982.552(c)(2)(iv)]

If the family includes a person with disabilities, SNRHA's decision to terminate the family's assistance is subject to consideration of reasonable accommodation in accordance with 24 CFR Part 8.

SNRHA Policy

If a family indicates that the behavior of a family member with a disability is the reason for a proposed termination of assistance, SNRHA will determine whether the behavior is related to the disability. If so, upon the family's request, SNRHA will determine whether alternative measures are appropriate as a reasonable accommodation. SNRHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed termination of assistance. See Chapter 2 for a discussion of reasonable accommodation.

12-III.E. TERMINATING THE ASSISTANCE OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING VICTIMS AND PERPETRATORS [Pub.L. 109-162, Pub.L. 109-271]

The Violence Against Women Reauthorization Act of 2005 (VAWA) provides that "criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, engaged in by a member of a participant's household or any guest or other person under the tenant's control shall not be a cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the participant's family is the victim or threatened victim of that domestic violence, dating violence, sexual assault, or stalking."

VAWA also gives SNRHA's the authority to "terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant."



VAWA does not limit the authority of SNRHA to terminate the assistance of any participant if the PHA “can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant is not evicted or terminated from assistance.”

Victim Documentation

SNRHA Policy

When a participant family is facing assistance termination because of the actions of a participant, household member, guest, or other person under the participant’s control and a participant or immediate family member of the participant’s family claims that she or he is the victim of such actions and that the actions are related to domestic violence, dating violence, sexual assault, or stalking, the PHA will require the individual to submit documentation affirming that claim.

The documentation must include:

A signed certified statement by the victim of the incidents in question are bona fide incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking, or

One of the following:

A police or court record documenting the actual or threatened abuse, or

A statement signed by an employee, agent, or volunteer of a victim service provider; an attorney; a medical professional; or another knowledgeable professional from whom the victim has sought assistance in addressing the actual or threatened abuse. The professional must attest under penalty of perjury that the incidents in question are bona fide incidents of abuse, and the victim must sign or attest to the statement.

The required certification or supporting documentation must be submitted to SNRHA within 14 calendar days after SNRHA issues their written request. The 14 calendar day deadline may be extended at SNRHA’s discretion. If the individual does not provide the required certification or supporting documentation within 14 calendar days, or the approved extension period, SNRHA may proceed with assistance termination.

If SNRHA can demonstrate an actual and imminent threat to other participants or those employed at or providing service to the property if the participant’s tenancy is not terminated, SNRHA will bypass the standard process and proceed with the immediate termination of the family’s assistance.

Terminating the Assistance of a Domestic Violence Perpetrator

Although VAWA provides assistance termination protection for victims of domestic violence, it does not provide protection for perpetrators. VAWA gives the PHA the explicit authority to “terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others...without terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant.” This authority supersedes any local, state, or other federal law to the contrary. However, if SNRHA chooses to exercise this authority, it must follow any procedures prescribed



by HUD or by applicable local, state, or federal law regarding termination of assistance [Pub. L. 109-271].

SNRHA Policy

When the actions of a participant or other family member (s) result in the SNRHA decision to terminate the family's assistance and another family member claims that the actions involve criminal acts of physical violence against family members or others, SNRHA will request that the victim submit the above required certification and supporting documentation in accordance with the stated time frame. If the certification or supporting documentation are submitted within the required time frame, or any approved extension period, SNRHA will terminate the perpetrator's assistance. If the victim does not provide the certification and supporting documentation, as required, SNRHA will proceed with termination of the family's assistance.

If SNRHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the participant's tenancy is not terminated, SNRHA will bypass the standard process and proceed with the immediate termination of the family's assistance.

SNRHA Confidentiality Requirements

All information provided to SNRHA regarding domestic violence, dating violence, sexual assault, or stalking, including the fact that an individual is a victim of such abuse, must be retained in confidence and may neither be entered into any shared data base nor provided to any related entity, except to the extent that the disclosure (a) is requested or consented to by the individual in writing, (b) is required for use in an eviction proceeding, or (c) is otherwise required by applicable law.

12-III.F. TERMINATION NOTICE [HCV GB, p. 15-7]

If a family's assistance is to be terminated, whether voluntarily or involuntarily, SNRHA must give the family and the owner written notice that specifies:

- The reasons for which assistance has been terminated.
- The effective date of the termination.
- The family's right to an informal hearing as described in Chapter 14.
- SNRHA will also send form HUD-5382 and form HUD-5380 to the family with the termination notice.

If a criminal record is the basis of the termination, a copy of the record must accompany the notice. A copy of the criminal record also must be provided to the subject of the record [24 CFR 982.553(d)].

SNRHA Policy

When termination is initiated by SNRHA, the notice to terminate will be sent to the family and the owner at least 30 calendar days prior to the effective date of the



termination. However, if a family vacates the unit without informing SNRHA, 30 days' notice will not be given. In these cases, the notice to terminate will be sent at the time SNRHA learns the family has vacated the unit. Overpayments shall be recaptured.

Termination notices due to deceased single household members will be effective on the last day of the month in which the participants dies in compliance with HUD guidance. Any overpayments must be returned.

When a family requests to be terminated from the program they must do so in writing to SNRHA (see section 12-I.C.). SNRHA will then send a confirmation notice to the family and the owner within 10 calendar days of the family's request.

Notice of Termination Based on Citizenship Status [24 CFR 5.514 (c) and (d)]

SNRHA must terminate assistance if (1) a family fails to submit required documentation within the required timeframe concerning any family member's citizenship or eligible immigration status; (2) evidence of citizenship and eligible immigration status is submitted timely, but USCIS primary and secondary verification does not verify eligible immigration status of a family; or (3) SNRHA determines a family member has knowingly permitted another individual who is not eligible for assistance to reside (on a permanent basis) in the unit. For (3) above, such termination must be for a period of at least 24 months.

The notice of termination must advise the family of the reasons their assistance is being terminated, that they may be eligible for probation of assistance, the criteria and procedures for obtaining relief under the provisions for preservation of families, that they have the right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or a written explanation in support of the appeal, and that they have the right to request an informal hearing with the PHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal. Informal hearing procedures are contained in Chapter 14.

SNRHA Policy

The notice to terminate will be sent to the family and the owner at least 30 calendar days prior to the effective date of the termination.

12-III.G. HOW TERMINATION OF ASSISTANCE AFFECTS THE HAP CONTRACT AND LEASE

When the family's assistance is terminated, the lease and HAP contract terminate automatically [Form HUD-52641].

The owner may offer the family a separate unassisted lease [HCV GB, p. 15-8].

PART IV: TERMINATION OF TENANCY BY THE OWNER

12-IV.A. OVERVIEW

Termination of an assisted tenancy is a matter between the owner and the family; SNRHA is not directly involved. However, the owner is under some constraints when terminating an assisted



tenancy and the reasons for which a tenancy is terminated dictate whether assistance also will be terminated.

12-IV.B. GROUNDS FOR OWNER TERMINATION OF TENANCY [24 CFR 982.310 and Form HUD-52641-A, Tenancy Addendum, Pub.L. 109-162]

During the term of the lease, the owner is not permitted to terminate the tenancy except for serious or repeated violations of the lease, certain violations of state or local law, or other good cause.

Serious or Repeated Lease Violations

The owner is permitted to terminate the family's tenancy for serious or repeated violations of the terms and conditions of the lease, including failure to pay rent or other amounts due under the lease, except when the violations are related to incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking against that participant. This includes failure to pay rent or other amounts due under the lease. However, SNRHA's failure to make a HAP payment to the owner is not a violation of the lease between the family and the owner.

Violation of Federal, State, or Local Law

The owner is permitted to terminate the tenancy if a family member violates federal, state, or local law that imposes obligations in connection with the occupancy or use of the premises.

Criminal Activity or Alcohol Abuse

The owner may terminate tenancy during the term of the lease if any *covered person*, meaning any member of the household, a guest or another person under the tenant's control commits any of the following types of criminal activity (for applicable definitions see 24 CFR 5.100):

- Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
- Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
- Any violent criminal activity on or near the premises; or
- Any drug-related criminal activity on or near the premises.
- Fleeing to avoid prosecution, custody, or confinement after conviction for a crime or an attempt to commit a crime that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or
- Violating a condition of probation or parole imposed under federal or state law.

Violent criminal activity does not include victims of domestic violence that are covered under the Violence Against Women Act. (VAWA).

Owner Termination of Tenancy:



The owner may terminate tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been convicted for such activity.

The owner may terminate tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents unless said termination violates the VAWA.

Evidence of Criminal Activity

The owner may terminate tenancy and evict by judicial action a family for criminal activity by a covered person if the owner determines they have engaged in the criminal activity, regardless of conviction and without satisfying the standard of proof used for a criminal conviction, except in certain incidents where the criminal activity directly relates to domestic violence, dating violence, sexual assault, or stalking and the tenant or an affiliated individual is the victim or threatened victim of the domestic violence, dating violence, sexual assault, or stalking. (See Section 12-II.E.)

Other good cause. (24 CFR 982.310)

“Other good cause” for termination of tenancy by the owner may include, but is not limited to, any of the following examples:

- Failure by the family to accept the offer of a new lease or revision;
- A family history of disturbance of neighbors or destruction of property, or of living or housekeeping habits resulting in damage to the unit or premises;
- The owner's desire to use the unit for personal or family use, or for a purpose other than as a residential rental unit; or
- A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, or desire to lease the unit at a higher rental).

(2) During the initial lease term, the owner may not terminate the tenancy for “other good cause”, unless the owner is terminating the tenancy because of something the family did or failed to do. For example, during this period, the owner may not terminate the tenancy for “other good cause” based on any of the following grounds: failure by the family to accept the offer of a new lease or revision; the owner's desire to use the unit for personal or family use, or for a purpose other than as a residential rental unit; or a business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, or desire to lease the unit at a higher rental.)

After the initial lease term, the owner may give the family notice at any time, in accordance with the terms of the lease.

Note: Other good cause does not include vacating a property that has been foreclosed upon during the lease term prior to the sale of that property. However, the new owner of the property may terminate the tenancy effective the date of transfer of the unit if the owner will occupy the unit as a primary residence and has provided the tenant a notice to vacate at least 90 calendar



days before the effective date of such notice (Notice PIN 2010-49). Further information on the protection afforded to tenants in the event of foreclosure can be found in Section 13-II.G.

12-IV.C. EVICTION [24 CFR 982.310(e) and (f) and Form HUD-52641-A, Tenancy Addendum]

The owner must give the tenant a written notice that specifies the grounds for termination of tenancy during the term of the lease. The tenancy does not terminate before the owner has given this notice, and the notice must be given at or before commencement of the eviction action.

The notice of grounds may be included in, or may be combined with, any owner eviction notice to the tenant.

Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used under state or local law to commence an eviction action. The owner may only evict the tenant from the unit by instituting a court action. The owner must give SNRHA a copy of any eviction notice at the same time the owner notifies the family. The family is also required to give SNRHA a copy of any eviction notice (see Chapter 5).

SNRHA Policy 24 CFR 982.310, 982.455]

If the eviction action is finalized in court, the owner must provide SNRHA with documentation related to the eviction, including notice of the eviction date, as soon as possible, but no later than 5 business days following the court-ordered eviction.

If the owner wishes to terminate the lease, the owner is required under the lease, to provide proper notice as stated in the lease.

During the term of the lease, the owner may not terminate the tenancy except for the grounds stated in the HUD regulations.

During the term of the lease the owner may only evict for:

Serious or repeated violations of the lease, including but not limited to failure to pay rent or other amounts due under the lease, or repeated violation of the terms and conditions of the lease;

Violations of federal, state or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises; or Criminal activity by the tenant, any member of the household, a guest or another person under the tenant's control that threatens the health, safety or right to peaceful enjoyment of the premises by the other residents, or persons residing in the immediate vicinity of the premises or any drug-related criminal activity on or near the premises.

Other good cause:

During the initial term of the lease, the owner may not terminate the tenancy for “other good cause” unless the owner is terminating the tenancy because of something the family did or failed to do (see 982.310)



The owner must provide the tenant a written notice specifying the grounds for termination of tenancy, at or before the commencement of the eviction action and shall provide SNRHA with a copy of all notices to the participant. The notice may be included in, or may be combined with, any owner eviction notice to the tenant.

SNRHA requires the owner specify the section of the lease that has been violated and cite some or all of the ways in which the tenant has violated that section as documentation for SNRHA's decision regarding termination of assistance.

Housing assistance payments are paid to the owner under the terms of the HAP Contract. If the owner has begun eviction and the family continues to reside in the unit, SNRHA must continue to make housing assistance payments to the owner until the owner has obtained a court judgment, affidavit of eviction, summary of eviction or other process allowing the owner to evict the tenant. No voucher shall be issued to the participant to move for a period of 30 calendar days from the date of the original notice and the participant shall be terminated if an unpaid judgment within 30 calendar days or affidavit of eviction or summary of eviction is provided by the court as these shall be considered as serious lease violations.

SNRHA will continue housing assistance payments until the family moves or is evicted from the unit. If the action is finalized in court, the owner must provide SNRHA with the documentation, including notice of the lock-out date, if applicable. SNRHA shall terminate the participant, even if the family has moved to another unit.

SNRHA must continue making housing assistance payments to the owner in accordance with the Contract as long as the tenant continues to occupy the unit and the Contract is not violated. By accepting funds paid via direct deposit from SNRHA, the owner certifies that the tenant is still in the unit, the rent is reasonable and s/he is in compliance with the contract.

If an eviction is due to no cause of the family, and if SNRHA has no other grounds for termination of assistance, SNRHA may issue a new voucher so that the family can move with continued assistance.

12-IV.D. DECIDING WHETHER TO TERMINATE TENANCY [24 CFR 982.310(h), Pub.L. 109-162]

An owner who has grounds to terminate a tenancy is not required to do so, and may consider all of the circumstances relevant to a particular case before making a decision. These might include:

- The nature of the offending action
- The seriousness of the offending action;
- The effect on the community of the termination, or of the owner's failure to terminate the tenancy;
- The extent of participation by the leaseholder in the offending action;
- The effect of termination of tenancy on household members not involved in the offending activity;
- The demand for assisted housing by families who will adhere to lease responsibilities;



- The extent to which the leaseholder has shown personal responsibility and taken all reasonable steps to prevent or mitigate the offending action;
- The effect of the owner's action on the integrity of the program.

The owner may require a family to exclude a household member in order to continue to reside in the assisted unit, where that household member has participated in or been culpable for action or failure to act that warrants termination.

In determining whether to terminate tenancy for illegal use of drugs or alcohol abuse by a household member who is no longer engaged in such behavior, the owner may consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully (42 U.S.C. 13661). For this purpose, the owner may require the tenant to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

The owner's termination of tenancy actions must be consistent with the fair housing and equal opportunity provisions in 24 CFR 5.105.

An owner's decision to terminate tenancy for incidents related to domestic violence, dating violence, sexual assault, or stalking is limited by the Violence Against Women Reauthorization Act of 2005 (VAWA). (See Section 12-II.E.)

12-IV.E. EFFECT OF TENANCY TERMINATION ON THE FAMILY'S ASSISTANCE

If a termination is not due to a serious or repeated violation of the lease, and if SNRHA has no other grounds for termination of assistance, SNRHA may issue a new voucher so that the family can move with continued assistance (see Chapter 10).

* * * Exhibit 12-1 on next page * * *



EXHIBIT 12-1: STATEMENT OF FAMILY OBLIGATIONS

Following is a listing of a participant family's obligations under the HCV program:

- The family must supply any information SNRHA or HUD determines to be necessary, including submission of required evidence of citizenship or eligible immigration status.
- The family must supply any information requested by SNRHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
- The family must disclose and verify social security numbers and sign and submit consent forms for obtaining information.
- Any information supplied by the family must be true and complete.
- The family is responsible for any Housing Quality Standards (HQS) breach by the family caused by failure to pay participant-provided utilities or appliances, or damages to the dwelling unit or premises beyond normal wear and tear caused by any member of the household or guest.

SNRHA Policy

Damages beyond normal wear and tear will be considered to be damages which could be assessed against the security deposit.

- The family must allow SNRHA to inspect the unit at reasonable times and after reasonable notice, as described in Chapter 8 of this plan.
- The family must not commit any serious or repeated violation of the lease.

SNRHA Policy

SNRHA will determine if a family has committed serious or repeated violations of the lease based on available evidence, including but not limited to, a court-ordered eviction, or an owner's notice to evict, police reports, and affidavits from the owner, neighbors, or other credible parties with direct knowledge.

Serious and repeated lease violations will include, but not be limited to, nonpayment of rent, disturbance of neighbors, destruction of property, or living or housekeeping habits that cause damage to the unit or premises and criminal activity. Generally, the criterion to be used is whether the reason for the eviction was through no fault of the participant or guests.

- The family must notify SNRHA and the owner before moving out of the unit or terminating the lease.

SNRHA Policy

The family must comply with lease requirements regarding written notice to the owner. The family must provide written notice to the PHA at the same time the owner is notified.

- The family must promptly give SNRHA a copy of any owner eviction notice.
- The family must use the assisted unit for residence by the family. The unit must be the family's only residence.



The composition of the assisted family residing in the unit must be approved by SNRHA. The family must promptly notify SNRHA in writing of the, birth, adoption, or court-awarded custody of a child or adult. The family must request SNRHA approval to add any other family member as an occupant of the unit.

SNRHA Policy

The request to add a family member must be submitted in writing and approved prior to the person moving into the unit. SNRHA will determine eligibility of the new member in accordance with the policies in Chapter 3.

- The family must promptly notify SNRHA in writing if any family member no longer lives in the unit.
- If SNRHA has given approval, a foster child or a live-in aide may reside in the unit. SNRHA has the discretion to adopt reasonable policies concerning residency by a foster child or a live-in aide, and to define when SNRHA consent may be given or denied. For policies related to the request and approval/disapproval of foster children, foster adults, and live-in aides, see Chapter 3 (Sections I.K and I.M), and Chapter 11 (Section II.B).
- The family must not sublease the unit, assign the lease, or transfer the unit.

SNRHA Policy

Subleasing includes receiving payment to cover rent and utility costs by a person living in the unit who is not listed as a family member.

- The family must supply any information requested by SNRHA to verify that the family is living in the unit or information related to family absence from the unit.
- The family must promptly notify SNRHA when the family is absent from the unit.

SNRHA Policy

Notice is required under this provision only when all family members will be absent from the unit for an extended period. An extended period is defined as any period greater than 30 calendar days. Written notice must be provided to SNRHA at the start of the extended absence.

- The family must pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease [Form HUD-52646, Voucher].
- The family must not own or have any interest in the unit, (other than in a cooperative and owners of a manufactured home leasing a manufactured home space or HCV Homeownership).
- Family members must not commit fraud, bribery, or any other corrupt or criminal act in connection with the program. (See Chapter 16, Program Integrity for additional information).
- Family members must not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of



other residents and persons residing in the immediate vicinity of the premises. See Chapter 12 for HUD and SNRHA policies related to drug-related and violent criminal activity.

- Members of the household must not engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises. See Chapter 12 for a discussion of HUD and SNRHA policies related to alcohol abuse.
- An assisted family or member of the family must not receive HCV program assistance while receiving another housing subsidy, for the same unit or a different unit under any other federal, state or local housing assistance program.
- A family must not receive HCV program assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless SNRHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities. [Form HUD-52646, Voucher]



Chapter 13

OWNERS

INTRODUCTION

Owners play a central role in the HCV program by supplying decent, safe, and sanitary housing for participating families.

The term “owner” refers to any person or entity with the legal right to lease or sublease a unit to a participant in the HCV program [24 CFR 982.4(b)]. The term “owner” includes a principal or other interested party [24 CFR 982.453; 24 CFR 982.306(f)], such as a designated agent of the owner. The term ‘tenant’ is used to refer to HCV ‘participants’ in terms of their relationship to the owner.

Owners have numerous responsibilities under the program, including screening and leasing to families, maintaining the dwelling unit, enforcing the lease, and complying with various contractual obligations. However, this chapter is not meant to be an overview of all aspects of owner participation in the HCV program.

It is the policy of SNRHA to recruit owners to participate in the Housing Choice Voucher program. SNRHA will provide owners with prompt and professional service in order to maintain an adequate supply of available housing throughout the jurisdiction of SNRHA. The regulations define when SNRHA must disallow an owner participation in the program, and they provide SNRHA discretion to disapprove or otherwise restrict the participation of owners in certain categories. This Chapter describes the criteria for owner disapproval, and the various penalties for owner violations.

The chapter is organized in two parts:

Part I: Owners in the HCV Program. This part discusses the role of an owner in SNRHA'S HCV program and highlights key owner rights and responsibilities.

Part II: HAP Contracts. This part explains provisions of the HAP contract and the relationship between the PHA and the owner as expressed in the HAP contract.

For detailed information about HCV program responsibilities and processes, including PHA policies in key areas, owners will need to refer to several other chapters in this plan. Where appropriate, Chapter 13 will reference the other chapters.

PART I. OWNERS IN THE HCV PROGRAM

13-I.A. OWNER RECRUITMENT AND RETENTION [HCV GB, pp. 2-4 to 2-6]

Recruitment

SNRHA is responsible for ensuring very low income families have access to all types and ranges of affordable housing in SNRHA’s jurisdiction, particularly housing outside areas of poverty or minority concentration. A critical element in fulfilling this responsibility is for SNRHA to ensure that a sufficient number of owners, representing all types and ranges of affordable housing in SNRHA’s jurisdiction, are willing to participate in the HCV program.



To accomplish this objective, SNRHA must identify and recruit new owners to participate in the program.

SNRHA Policy

SNRHA will conduct owner outreach to ensure that owners are familiar with the program and its advantages. SNRHA will actively recruit property owners with property located outside areas of poverty and minority concentration. These outreach strategies will include:

- Distributing printed material about the program to property owners and managers.
- Contacting property owners and managers by phone or in-person.
- Holding owner recruitment/information meetings at least once a year or as necessary to recruit.
- Coordinating inspection and leasing activities among SNRHA, the owner, and the family.
- Participating in community based organizations comprised of private property and apartment owners and managers.
- Developing working relationships with owners and real estate professionals.

Outreach strategies will be monitored for effectiveness, and adapted accordingly.

Retention

In addition to recruiting owners to participate in the HCV program, SNRHA must also provide the kind of customer service that will encourage participating owners to remain active in the program.

SNRHA Policy

All SNRHA activities that may affect an owner's ability to lease a unit will be processed as rapidly as possible, in order to minimize vacancy losses for owners.

SNRHA will provide owners with a handbook that explains the program, including HUD and SNRHA policies and procedures, in easy-to-understand language.

SNRHA will give special attention to helping new owners succeed through activities such as:

- Provide new owners with SNRHA owner's handbook which covers all program rules and provides a contact for additional questions.
- Providing the owner with a designated SNRHA contact person (The OS assigned to the participant).
- Coordinating inspection and leasing activities between SNRHA, the owner, and the family.
- Providing other written information about how the program operates, including answers to frequently asked questions.

Additional services may be undertaken on an as-needed basis, and as resources permit.



13-I.B. BASIC HCV PROGRAM REQUIREMENTS

HUD requires SNRHA to aid families in their housing search by providing the family with a list of landlords or other parties known to SNRHA who may be willing to lease a unit to the family, or to help the family find a unit. Although SNRHA cannot maintain a list of owners that are pre-qualified to participate in the program, owners may indicate to SNRHA their willingness to lease a unit to an eligible HCV family, or to help the HCV family find a unit [24 CFR 982.301(b)(11)].

SNRHA Policy

Owners that wish to indicate their willingness to lease a unit to an eligible HCV family or to help the HCV family find a unit must notify SNRHA via GoSection8.com website. Landlords may input new listing via the internet at SNRHA.org at any time. SNRHA shall not refer any client to any one owner. The family must select their unit

When a family approaches an owner to apply for tenancy, the owner is responsible for screening the family and deciding whether to lease to the family, just as the owner would with any potential tenant. SNRHA has no liability or responsibility to the owner or other persons for the family's behavior or suitability for tenancy. See Chapters 3 and 6 for more detail on tenant family screening policies and process.

If the owner is willing, the family and the owner must jointly complete a Request for Tenancy Approval (RFTA, Form HUD 52517), which constitutes the family's request for assistance in the specified unit, and which documents the owner's willingness to lease to the family and to follow the program's requirements. When submitted to SNRHA, this document is the first step in the process of obtaining approval for the family to receive the financial assistance it will need in order to occupy the unit. Also submitted with the RFTA is a copy of the owner's proposed dwelling lease, including the HUD-required Tenancy Addendum (Form HUD-52641-A) and all other required documents listed on the RFTA checklist packet. See Chapter 9 for more details on request for tenancy approval policies and process.

SNRHA POLICY

SNRHA also requires the owner to submit the following documents:

- Also submitted with the RFTA is a copy of the owner's proposed dwelling lease. which must be signed with no effective date as the effective date will be entered after a passed HQS Inspection;
- A completed ACH form with a voided check or deposit slip;
- Recorded deed;
- Management agreement or power of attorney (if applicable) and;
- W-9 or W-8ECI.

SNRHA will make those individuals providing W-8ECI forms aware that when the IRS assigns a taxpayer number, it is to be provided to SNRHA.

HUD regulations stipulate that an assisted tenancy can be approved only under certain conditions.



The owner must be qualified to participate in the program [24 CFR 982.306]. Some owners are precluded from participating in the program, or from renting to a particular family, either because of their past history with this or another federal housing program, or because of certain conflicts of interest. Owner qualifications are discussed later in this chapter.

The selected unit must be of a type that is eligible for the program [24 CFR 982.305(a)]. Certain types of dwelling units cannot be assisted under the HCV program. Other types may be assisted under certain conditions. In addition, the owner must document legal ownership of the specified unit. See Chapter 9 for more detail on unit eligibility policies and process.

The selected unit must meet HUD's Housing Quality Standards (HQS) and/or equivalent state or local standards approved by HUD [24 CFR 982.305(a)]. The PHA will inspect the owner's dwelling unit at various stages of HCV program participation, to ensure that the unit continues to meet HQS requirements. See Chapter 8 for a discussion of the HQS standards, as well as the process for HQS inspections at initial lease-up and throughout the family's tenancy.

SNRHA must determine that the cost of the unit is reasonable [24 CFR 982.305(a)]. The rent must be reasonable in relation to comparable unassisted units in the area and must not be in excess of rents charged by the owner for comparable, unassisted units on the premises. See Chapter 8 for a discussion of requirements and policies on rent reasonableness, rent comparability and the rent reasonableness determination process.

At initial lease-up of a unit, SNRHA must determine that the share of rent to be paid by the family does not exceed 40 percent of the family's monthly adjusted income [24 CFR 982.305(a)]. See Chapter 6 for a discussion of the calculation of family income, family share of rent and HAP.

The dwelling lease must comply with all program requirements [24 CFR 982.308]. Owners are encouraged to use their standard leases when renting to an assisted family. However, the HCV program requires that the Tenancy Addendum, which helps standardize the tenancy requirements for all assisted families, be added word-for-word to that lease. See Chapter 9 for a discussion of the dwelling lease and tenancy addendum, including lease terms and provisions.

SNRHA and the owner enter into a formal contractual relationship by executing the Housing Assistance Payment (HAP) Contract (Form HUD-52641). The HAP contract format is prescribed by HUD. See Chapter 9 for a discussion of the HAP contract execution process. Specific HAP contract provisions and responsibilities are discussed later in this Chapter.

13-I.C. OWNER RESPONSIBILITIES [24 CFR 982.452, Pub.L. 109-162]

The basic owner responsibilities in the HCV program are outlined in the regulations as follows:

- Complying with all of the owner's obligations under the Housing Assistance Payments (HAP) contract and the lease
- Performing all management and rental functions for the assisted unit, including selecting a voucher-holder to lease the unit, and deciding if the family is suitable for tenancy of the unit
- Maintaining the unit in accordance with the Housing Quality Standards (HQS), including performance of ordinary and extraordinary maintenance



- Complying with equal opportunity requirements
- Preparing and furnishing to SNRHA information required under the HAP contract and Administrative Plan
- Collecting from the family any security deposit, the tenant's contribution to rent (that part of rent to owner not covered by the housing assistance payment from SNRHA), and any charges for unit damage by the family.
- Enforcing tenant obligations under the dwelling lease
- Paying for utilities and services (unless paid by the family under the lease)
- Allowing reasonable modifications to a dwelling unit occupied or to be occupied by a disabled person [24 CFR 100.203]
- Ensuring no side-payment agreement are signed
- Comply with the Violence Against Women Reauthorization Act of 2005 (VAWA) when screening and terminating participants.

13-I.D. OWNER QUALIFICATIONS

SNRHA does not formally approve an owner to participate in the HCV program. However, there are a number of criteria where SNRHA may deny approval of an assisted tenancy based on past owner behavior, conflict of interest, or other owner-related issues. No owner has a right to participate in the HCV program [24 CFR 982.306(e)].

Owners Barred from Participation [24 CFR 982.306(a) and (b)]

SNRHA must not approve the assisted tenancy if SNRHA has been informed that the owner has been debarred, suspended, or subject to a limited denial of participation under 24 CFR part 24. HUD may direct SNRHA not to approve a tenancy request if a court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements, or if such an action is pending.

1. Mandatory Owner Disapproval:

a. Owners are under HUD's Debarment, Suspension or Limited Denial of Participation:

SNRHA must disapprove the Housing Choice Voucher Program participation of an owner when, through verifiable evidence, SNRHA determines that the owner is debarred, suspended or subject to a limited denial of participation pursuant to 24 CFR Part 24. SNRHA will use SAM.gov to determine if landlords and/or designated agents are federally debarred as well as its internal listing.

b. A Familial Relationship exists between the owner and Prospective Tenant:

SNRHA must disapprove the Housing Choice Voucher Program participation of an owner when, through verifiable evidence, SNRHA determines that the Owner is seeking to lease his/her unit to his/her individually or as a beneficiary of a trust or his/her joint tenant or tenant in common.



c. Resident Ownership

SNRHA must disapprove the Housing Choice Voucher Program participation of an Owner when, through verifiable evidence, SNRHA determines that the Owner is seeking to lease his/her unit to his/her parent, child, grandparent, grandchild, sister or brother. SNRHA will waive this restriction as a reasonable accommodation for a family member who is a person with a disability.

2. HUD Directed Owner Disapproval

When directed by HUD, SNRHA must not approve an Owner to participate in the Housing Choice Voucher Program if:

- a. The federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements, and such action is pending; or
- b. A court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.

3. SNRHA Discretionary Owner Disapproval:

In its administrative discretion SNRHA may deny approval to lease a unit from an owner for any of the following reasons:

- a. The owner has violated obligations under a housing assistance payments contract under Housing Choice Voucher of the 1937 Act (42 U.S.C. 1437f);
- b. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
The owner has engaged in drug trafficking;
- d. The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs, or with applicable housing standards for units leased Housing Choice Voucher assistance or leased under any other federal housing program which has resulted in three (3) units being abated resulting in terminations of HAP contracts for non-compliance.
- e. The owner has a history or practice of renting units that fail to meet State or local housing codes; or
- f. The owner has not paid State or local real estate taxes, fines or assessments.
- g. The owner refuses or has a history of refusing to take action to terminate tenancy for activity engaged in by the tenant, tenant's household members, guests or any other person under the tenant's control that:
 - (i) threatens the health or safety of, or right to peaceful enjoyment of the immediate vicinity surrounding community by residents, owners or SNRHA employees; and
 - (ii) in drug-related or violent criminal activity.



- h. The owner has charged and collected side payments from a participant in SNRHA's Housing Choice Voucher Program will be barred from entering into any new Housing Assistance Payments (HAP) for a period of five (5) years from the date of the last HAP payment made to said landlord under current contracts.

For Purposes of this section, "owner" includes a principal or other interested party.

If SNRHA finds the owner/agent is collecting side payments, SNRHA must notify the owner/agent to immediately cease collecting these payments and require repayment to the tenant of the full amount collected. The owner/agent must provide SNRHA with proof of repayment to the tenant.

SNRHA must determine whether the owner/agent also collected side payments from other participants and follow up to require repayment.

If found side payments were made, SNRHA may disbar those owner/agents for five (5) years. For those owners/agents disbarred, SNRHA will cancel the HAP contracts associated by giving a 60-day Notice of Cancellation to the owner/agent.

Participants will be issued a moving packet to locate other housing.

- i. The owner owes a past debt that is outstanding with SNRHA. The debt must be paid in full prior to entering into a new contract.

4. Breach of Housing Assistance Payment Contract

a. Owner Breach:

Any of the actions, listed below, constitute breach of the HAP Contract by the Owner:

- Violation of any obligation expressed in the HAP Contract, including, but not limited to, failure to maintain the unit in accordance with the HQS - unless said failure is the result of uncorrected tenant caused damage, beyond normal wear and tear.
- Violation of any obligation expressed in any other HAP Contract.
- The commission of fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
- Involvement in drug trafficking.

SNRHA's rights and remedies against the owner under the HAP Contract include:

- Recovery of overpayment in small claims court;
- Abatement or partial reduction of housing assistance payments; and
- Termination of the HAP Contract.



Leasing to Relatives [24 CFR 982.306(d), HCV GB p. 11-2]

SNRHA must not approve an RTA if the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family. SNRHA may make an exception as a reasonable accommodation for a family member with a disability. The owner is required to certify that no such relationship exists. This restriction applies at the time that the family receives assistance under the HCV program for occupancy of a particular unit. Current contracts on behalf of owners and families that are related may continue, but any new leases or contracts for these families may not be approved.

Conflict of Interest [24 CFR 982.161; HCV GB p. 8-19]

SNRHA must not approve a tenancy in which any of the following classes of persons has any interest, direct or indirect, during tenure or for one year thereafter:

- Any present or former member or officer of SNRHA (except a participant commissioner)
- Any employee of SNRHA, or any contractor, subcontractor or agent of SNRHA, who formulates policy or who influences decisions with respect to the programs
- Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the programs
- Any member of the Congress of the United States

HUD may waive the conflict of interest requirements, except for members of Congress, for good cause. SNRHA must submit a waiver request to the appropriate HUD Field Office for determination.

Any waiver request submitted by SNRHA include [HCV Guidebook pp.11-2 and 11-3]:

- Complete statement of the facts of the case;
- Analysis of the specific conflict of interest provision of the HAP contract and justification as to why the provision should be waived;
- Analysis of and statement of consistency with state and local laws. The local HUD office, the PHA, or both parties may conduct this analysis. Where appropriate, an opinion by the state's attorney general should be obtained;
- Opinion by the local HUD office as to whether there would be an appearance of impropriety if the waiver were granted;
- Statement regarding alternative existing housing available for lease under the HCV program or other assisted housing if the waiver is denied;
- If the case involves a hardship for a particular family, statement of the circumstances and discussion of possible alternatives;
- If the case involves a public official or member of the governing body, explanation of his/her duties under state or local law, including reference to any responsibilities involving the HCV program;



- If the case involves employment of a family member by SNRHA assistance under the HCV program for an eligible SNRHA employee, explanation of the responsibilities and duties of the position, including any related to the HCV program;
- If the case involves an investment on the part of a member, officer, or employee of the PHA, description of the nature of the investment, including disclosure/divestiture plans.

Where SNRHA has requested a conflict of interest waiver, SNRHA may not execute the HAP contract until HUD has made a decision on the waiver request.

SNRHA Policy

In considering whether to request a conflict of interest waiver from HUD, SNRHA will consider factors for waiving the requirement; consistency with state and local laws; the existence of alternative housing available to families; the individual circumstances of a particular family; the specific duties of individuals whose positions present a possible conflict of interest; the nature of any financial investment in the property and plans for disclosure/divestiture; and the possible appearance of impropriety.

Owner Actions That May Result in Disapproval of a Tenancy Request [24 CFR 982.306(c)]

HUD regulations permit SNRHA, at SNRHA's discretion, to refuse to approve a request for tenancy if the owner has committed any of a number of different actions.

If SNRHA disapproves a request for tenancy because an owner is not qualified, it may not terminate the HAP contract for any assisted families that are already living in the owner's properties unless the owner has violated the HAP contract for those units [HCV GB p. 11-4].

SNRHA Policy

SNRHA will refuse to approve a request for tenancy if SNRHA becomes aware that any of the following are true:

- The owner has violated obligations under a HAP contract under Section 8 of the 1937 Act (42 U.S.C. 1437f);
- The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
- The owner has engaged in any drug-related criminal activity or any violent criminal activity;
- The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program;
- The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8-HCV program or any other federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:



- Threatens the right to peaceful enjoyment of the premises by other residents;
 - Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing;
 - Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or (iv) Is drug-related criminal activity or violent criminal activity;
- The owner has a history or practice of renting units that fail to meet state or local housing codes; or
 - The owner has not paid state or local real estate taxes and/or business fees, fines, or assessment.
 - The owner signs a side payment agreement.
 - The owner or manager acting on behalf of the owner engages in or threatens violent or abusive behavior toward SNRHA personnel.
 - Abusive or violent behavior towards SNRHA personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimate shall be considered abusive or violent behavior. This (these) action (s) shall also be reasons for termination of Housing Assistance Payment (HAP) Contracts.

In considering whether to disapprove owners for any of the discretionary reasons listed above, SNRHA will consider any mitigating factors. Such factors may include, but are not limited to, the seriousness of the violation in relation to program requirements, the impact on the ability of families to lease units under the program, health and safety of participating families, among others. Upon consideration of such circumstances, SNRHA may, on a case-by-case basis, choose to approve an owner.

Legal Ownership of Unit

The following represents SNRHA policy on legal ownership of a dwelling unit to be assisted under the HCV program.

SNRHA Policy

SNRHA will only enter into a contractual relationship with the legal owner of a qualified unit. No tenancy will be approved without acceptable documentation of legal ownership. SNRHA requires a recorded deed and all other documents to ensure HAP payments are going to rightful owners/agents.



13-I.E. NON-DISCRIMINATION [HAP Contract – Form HUD-52641]

The owner must not discriminate against any person because of race, color, religion, sex, sexual orientation, marital status, national origin, age, familial status, or disability, in connection with any actions or responsibilities under the HCV program and the HAP contract with SNRHA.

The owner must cooperate with SNRHA and with HUD in conducting any equal opportunity compliance reviews and complaint investigations in connection with the HCV program and the HAP contract with SNRHA.

See Chapter 2 for a more thorough discussion of Fair Housing and Equal Opportunity requirements in the HCV program.

PART II. HAP CONTRACTS

13-II.A. OVERVIEW

The HAP contract represents a written agreement between SNRHA and the owner of the dwelling unit occupied by a HCV assisted family. The contract spells out the owner's responsibilities under the program, as well as SNRHA's obligations. Under the HAP contract, SNRHA agrees to make housing assistance payments to the owner on behalf of a specific family occupying a specific unit.

The HAP contract is used for all HCV program tenancies except for assistance under the Section 8 homeownership program and assistance to families that own a manufactured home and lease the space. See Chapter 15 for a discussion of any special housing types included in SNRHA's HCV program.

If SNRHA has given approval for the family of the assisted tenancy, the owner and the PHA execute the HAP contract. See Chapter 9 for a discussion of the leasing process, including provisions for execution of the HAP contract.

13-II.B. HAP CONTRACT CONTENTS

The HAP contract format is required by HUD, specifically Housing Assistance Payment (HAP) Contract, Form HUD-52641.

The HAP contract contains three parts:

Part A of the contract includes basic **contract information** about the name of the tenant family, address of the contract unit, names of all household members, first and last dates of initial lease term, amount of initial monthly rent to owner, amount of initial housing assistance payment, utilities and appliances to be supplied by owner and tenant, signatures of SNRHA and owner [HCV Guidebook, pp 11-10 and 11-11].

In general, the HAP contract cannot be modified. However, SNRHA does have the discretion to add language to Part A of the HAP contract which prohibits the owner from collecting a security deposit in excess of private market practices or in excess of amounts charged to unassisted tenants. SNRHA policy on the amount of security deposit an owner may collect is found in chapter 9.



In addition, PHAs have the discretion to add language to Part A of the HAP contract that defines when the housing assistance payment by SNRHA is deemed received by the owner.

SNRHA Policy

SNRHA will make automatic monthly HAP deposits into the bank account of the owner. The date the bank shows as the deposit date will be the official payment date of record and will be the determining factor in cases involving late payment penalties. SNRHA will not make late payments due to direct deposits being posted by the vendor's financial institution late if payments were transmitted by SNRHA on the correct date. For example, when the first (1st) or the 15th falls on a Saturday or Holiday and the banks post the deposit on the next business day.

SNRHA will not be obligated to pay any late payment penalty if HUD determines that late payment is due to factors beyond SNRHA's control, such as a delay in the receipt of program funds from HUD.

SNRHA will use administrative fee income or the administrative fee reserve as its only source for late payment penalty.

Part B is the body of the contract. It describes in detail program requirements affecting the owner and owner roles and responsibilities under the HCV program. Most of the requirements contained in Part B of the HAP contract are outlined elsewhere in this plan. Topics addressed in Part B include:

- Lease of Contract Unit
- Maintenance, Utilities, and Other Services
- Term of HAP Contract
- Provision and Payment of Utilities and Appliances
- Rent to Owner: Reasonable Rent
- SNRHA Payment to Owner
- Prohibition of Discrimination
- Owner's Breach of HAP Contract
- SNRHA and HUD Access to Premises and Owner's Records
- Exclusion of Third Party Rights
- Conflict of Interest
- Assignment of the HAP Contract
- Written Notices
- Entire Agreement Interpretation

Part C of the contract includes the Tenancy Addendum (Form HUD-52641-A). The addendum sets forth the tenancy requirements for the program and the composition of the household, as approved by SNRHA. The owner must sign the HUD Tenancy Addendum with the prospective tenant, and the tenant has the right to enforce the Tenancy Addendum against the owner. The terms of the Tenancy Addendum prevail over any other provisions of the lease.



13-II.C. HAP CONTRACT PAYMENTS

General

During the term of the HAP contract, and subject to the provisions of the HAP contract, SNRHA must make monthly HAP payments to the owner on behalf of the family, at the beginning of each month. If a lease term begins after the first of the month, the HAP payment for the first month is prorated for a partial month.

The amount of the HAP payment is determined according to the policies described in Chapter 6, and is subject to change during the term of the HAP contract. SNRHA must notify the owner and the family in writing of any changes in the HAP payment.

HAP payments can be made only during the lease term, and only while the family is residing in the unit.

The monthly HAP payment by SNRHA is credited toward the monthly rent to owner under the family's lease. The total of the rent paid by the tenant, plus SNRHA HAP payment, should be equal to the rent specified in the lease (the rent to owner).

All HAP shall be paid via direct deposits only. There are no exceptions.

The family is not responsible for payment of the HAP payment, and SNRHA is not responsible for payment of the family share of rent.

The family's share of the rent cannot be more than the difference between the total rent to the owner and the HAP payment. The owner may not demand or accept any rent payment from the tenant in excess of this maximum [24 CFR 982.451(b)(4)]. The owner may not charge the tenant extra amounts for items customarily included in rent in the locality, or provided at no additional cost to unsubsidized tenants in the premises [24 CFR 982.510(c)]. See chapter 9 for a discussion of separate, non-lease agreements for services, appliances and other items that are not included in the lease.

If the owner receives any excess HAP from SNRHA, the excess amount must be returned immediately. If SNRHA determines that the owner is not entitled to all or a portion of the HAP, SNRHA may deduct the amount of overpayment from any amounts due to the owner, including amounts due under any other Section 8 HCV contract. See Chapter 16 for additional detail on owner reimbursement of HAP overpayments.

Owner Certification of Compliance

Unless the owner complies with all provisions of the HAP contract, the owner is not entitled to receive housing assistance payments under the HAP contract [HAP Contract – Form HUD-52641].

By accepting the direct deposit from SNRHA, the owner certifies to compliance with the terms of the HAP contract. This includes certification that the owner is maintaining the unit and premises in accordance with HQS; that the contract unit is leased to the tenant family and, to the best of the owner's knowledge, the family resides in the unit as the family's only residence; the rent to owner does not exceed rents charged by the owner for comparable unassisted units on the premises; and that the owner does not receive (other than rent to owner) any additional payments or other consideration for rent of the contract unit during the HAP term.



Late HAP Payments [24 CFR 982.451(a)(5)]

SNRHA is responsible for making HAP payments promptly when due to the owner, in accordance with the terms of the HAP contract. After the first two calendar months of the HAP contract term, the HAP contract provides for penalties if SNRHA fails to make the HAP payment on time.

Penalties for late HAP payments can only be imposed if 1) the penalties are in accordance with generally accepted local rental market practices and law governing penalties for late payment by tenants; 2) it is the owner's normal business practice to charge late payment penalties for both assisted and unassisted families; and 3) the owner charges the assisted family for late payment of the family's share of the rent.

SNRHA is not required to pay a late payment penalty if HUD determines that the payment is late for reasons beyond the PHA's control. In addition, late payment penalties are not required if SNRHA intentionally delays or denies payment as a remedy to an owner breach of the HAP contract [HCV Guidebook p. 11-7].

Termination of HAP Payments [24 CFR 982.311(b)]

SNRHA must continue making housing assistance payments to the owner in accordance with the HAP contract as long as the tenant continues to occupy the unit and the HAP contract is not violated.

HAP payments terminate when the HAP contract terminates or when the tenancy is terminated in accordance with the terms of the lease.

If the owner has initiated eviction proceedings against the family and the family continues to reside in the unit, SNRHA must continue to make housing assistance payments to the owner until the owner has obtained a court judgment or other process allowing the owner to evict the tenant.

SNRHA Policy

The owner must inform SNRHA when the owner has initiated eviction proceedings against the family and the family continues to reside in the unit.

The owner must inform SNRHA when the owner has obtained a court judgment or other process allowing the owner to evict the tenant, and provide SNRHA with a copy of such judgment or determination.

After the owner has obtained a court judgment or other process allowing the owner to evict the tenant, SNRHA will continue to make HAP payments to the owner until the family actually moves from the unit or until the family is physically evicted from the unit, whichever is earlier. The owner must inform SNRHA of the date when the family actually moves from the unit or the family is physically evicted from the unit. In cases where the family moves and an eviction is received or a judgment that is not paid within 30 calendar days, the assistance shall be terminated.



13-II.D. BREACH OF HAP CONTRACT [24 CFR 982.453]

Any of the following actions by the owner constitutes a breach of the HAP contract:

- If the owner violates any obligations under the HAP contract including failure to maintain the unit in accordance with HQS
- If the owner has violated any obligation under any other HAP contract under Section 8
- If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program
- For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable program; or if the owner has committed fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan
- If the owner has engaged in drug-related criminal activity
- If the owner has committed any violent criminal activity

If SNRHA determines that a breach of the HAP contract has occurred, it may exercise any of its rights and remedies under the HAP contract.

SNRHA rights and remedies against the owner under the HAP contract include recovery of any HAP overpayment, suspension of housing assistance payments, abatement or reduction of the housing assistance payment, termination of the payment or termination the HAP contract.

SNRHA may also obtain additional relief by judicial order or action.

SNRHA must notify the owner of its determination and provide in writing the reasons for the determination. The notice may require the owner to take corrective action by an established deadline. SNRHA must provide the owner with written notice of any reduction in housing assistance payments or the termination of the HAP contract.

SNRHA Policy

Before SNRHA revokes a remedy against an owner, SNRHA will evaluate all information and documents available to determine if the contract has been breached.

If relevant, SNRHA will conduct an audit of the owner's records pertaining to the tenancy or unit.

If it is determined that the owner has breached the contract, SNRHA will consider all of the relevant factors including the seriousness of the breach, the effect on the family, the owner's record of compliance and the number and seriousness of any prior HAP contract violations.

13-II.E. HAP CONTRACT TERM AND TERMINATIONS

The term of the HAP contract runs concurrently with the term of the dwelling lease [24 CFR 982.451(a)(2)], beginning on the first day of the initial term of the lease and terminating on the last day of the term of the lease, including any lease term extensions.



The HAP contract and the housing assistance payments made under the HAP contract terminate if [HCV Guidebook pp.11-4 and 11-5, pg. 15-3]:

- The owner or the family terminates the lease;
- The lease expires;
- SNRHA terminates the HAP contract;
- SNRHA terminates assistance for the family;
- The family moves from the assisted unit. In this situation, the owner is entitled to keep the housing assistance payment for the month when the family moves out of the unit.
- 180 calendar days have elapsed since SNRHA made the last housing assistance payment to the owner;
- The family is absent from the unit for longer than the maximum period permitted by SNRHA.
- The Annual Contributions Contract (ACC) between the PHA and HUD expires
- SNRHA elects to terminate the HAP contract.
- Owner fails to submit required documents to SNRHA when there's a change of ownership/management that has lapsed 60 days of said change. The family will be issued a voucher to move and SNRHA shall not be responsible for any payments to the new owner/agent.

SNRHA Policy

SNRHA may elect to terminate the HAP contract in each of the following situations:

Available program funding is not sufficient to support continued assistance for families in the program [24 CFR 982.454];

The unit does not meet HQS size requirements due to change in family composition [24 CFR 982.403] – see chapter 8;

The unit does not meet HQS [24 CFR 982.404] – see Chapter 8;

The family breaks up [HUD Form 52641] – see Chapter 3;

The owner breaches the HAP contract [24 CFR 982.453(b)] – see Section 13-II.D.

If SNRHA terminates the HAP contract, SNRHA must give the owner and the family written notice. The notice must specify the reasons for the termination and the effective date of the termination. Once a HAP contract is terminated, no further HAP payments may be made under that contract [HCV Guidebook pg.15-4].

SNRHA Policy

In all cases, the HAP contract terminates at the end of the calendar month that follows the calendar month in which SNRHA gives written notice to the owner. The owner is not entitled to any housing assistance payment after this period, and must return to SNRHA any housing assistance payment received after this period.



If the family moves from the assisted unit into a new unit, even if the new unit is in the same building or complex as the assisted unit, the HAP contract for the assisted unit terminates. A new HAP contract would be required [HCV GB, p. 11-17].

When the family moves from an assisted unit into a new unit, the term of the HAP contract for the new unit may begin in the same month in which the family moves out of its old unit. This is not considered a duplicative subsidy [HCV GB, p. 8-22].

13-II.F. CHANGE IN OWNERSHIP / ASSIGNMENT OF THE HAP CONTRACT [HUD-52641]

The HAP contract cannot be assigned to a new owner without the prior written consent of SNRHA and the execution of a transfer of ownership document.

An owner under a HAP contract must notify SNRHA in writing prior to a change in the legal ownership of the unit. The new owner/agent must supply all information as requested by SNRHA.

Prior to approval of assignment to a new owner, the new owner must agree to be bound by and comply with the HAP contract. The agreement between the new owner and SNRHA must be in writing and in a form that SNRHA finds acceptable. The new owner must provide SNRHA with a copy of the executed agreement and recorded deed.

SNRHA Policy

Assignment of the HAP contract will be approved only if the new owner is qualified to become an owner under the HCV program according to the policies in Section 13-I.D. of this chapter.

The new owner must provide all required documents and a recorded deed prior to SNRHA making payments to a new vendor.

The new owner must complete any changes utilizing SNRHA's Landlord Portal by accessing the website at www.snvrha.org. SNRHA will not accept hand-carried, faxed, emailed, or mailed documents.

SNRHA required documents include but are not limited to:

- A recorded deed;
- A copy of the owner's IRS Form W-9/W-8, Request for Taxpayer Identification Number and Certification, or the social security number of the new owner;
- Authorization Agreement for Deposit (ACH Credits) and voided check/deposit slip
- Statement of Property Ownership/Authorization
- A copy of an active LLC (Limited Liability Company/Corporation)
- A Property Management Agreement, if applicable
- Additional documents may be required if applicable (i.e. court documents for receivership, trust, probate, mergers, etc.), and
- A signed agreement to comply with the terms of the HAP contract.



If the new owner does not agree to an assignment of the HAP contract, or fails to provide the necessary documents, SNRHA will terminate the HAP contract with the old owner. If the new owner wants to offer the family a new lease, and the family elects to stay with continued assistance, SNRHA will process the leasing in accordance with the policies in Chapter 9.

Failure of the new owner to provide all documents as proof of ownership shall result in SNRHA issuing the family a voucher to move. No HAP payments shall be released to the new owner for the period of time in which he/she failed to provide documents.

13-II.G. FORECLOSURE (HUD 52641 and Notice PIH 2010-49)

Families receiving HCV assistance are entitled to certain protections set forth under the Protecting tenants at Foreclosure Act (PTFA). Specifically, the HAP contract now contains language stating that in the case of any foreclosure, the immediate successor in interest in the property pursuant to the foreclosure will assume such interest subject to the lease between the prior owner and the tenant, and the HAP contract between the prior owner and SNRHA for the occupied unit. This provision of the HAP contract does not affect any state or local law that provides longer time periods or other additional protections for tenants.

If SNRHA learns that a property is in foreclosure, it must take the following actions:

- Make all reasonable efforts to determine the status of the foreclosure and ownership of the property. (Further guidance on how to obtain this information can be found in Notice PIH (2010-49).
- Continue to make payments to the original owner until ownership legally transfers in accordance with the HAP contract.
- Attempt to obtain a written acknowledgement of the assignment of the HAP contract from the successor in interest. The written agreement should include a request for the owner information, such a tax identification number, and payment instructions from the new owner. Even if the new owner does not acknowledge the assignment of the HAP contract in writing, the assignment is still effective by operation of law.
- Inform the tenant that they must continue to pay rent in accordance with the lease, and if the successor in interest refuses to accept payments or cannot be identified, the tenant should pay rent into escrow. Failure to pay rent may constitute an independent ground for eviction.

SNRHA Policy:

SNRHA shall provide all HCV participants that have been issued a voucher with information regarding the PTFA and to participant's head of household at annual recertification.



Chapter 14

PROGRAM ADMINISTRATION

INTRODUCTION

This chapter discusses administrative policies and practices that are relevant to the activities covered in this plan. The policies are discussed in seven parts as described below:

Part I: Administrative Fee Reserve. This part describes SNRHA's policies with regard to oversight of expenditures from its administrative fee reserve.

Part II: Setting Program Standards and Schedules. This part describes what payment standards are, and how they are updated, as well as how utility allowances are established and revised.

Part III: Informal Reviews and Hearings. This part outlines the requirements and procedures for informal reviews and hearings, and for informal hearings regarding citizenship status.

Part IV: Owner or Family Debts to SNRHA. This part describes policies for recovery of monies SNRHA has overpaid on behalf of families, or to owners, and describes the circumstances under which the PHA will offer repayment agreements to owners and families. Also discussed are the consequences for failure to make payments in accordance with a repayment agreement.

Part V: Section 8 Management Assessment Program (SEMAP). This part describes what the SEMAP scores represent, how they are established, and how those scores affect SNRHA.

Part VI: Record-Keeping. All aspects of the program involve certain types of record-keeping. This part outlines the privacy rights of applicants and participants and record retention policies SNRHA will follow.

Part VII: Reporting and Record Keeping for Children with Elevated Blood Lead Level. This part describes SNRHA's responsibilities for reporting, data collection, and record keeping relative to children with elevated blood lead levels that are less than six years of age, and are receiving HCV assistance.

Part VIII: Determination of Insufficient Funding. This part describes SNRHA's policies for determining if there is sufficient funding to issue vouchers, to approve moves to higher cost units or areas, and to continue assistance for all participant families.

PART I: ADMINISTRATIVE FEE RESERVE [24 CFR 982.155]

SNRHA must maintain an administrative fee reserve for the program to pay program administrative expenses in excess of administrative fees paid by HUD for a SNRHA fiscal year. Since FFY 2004, the use of administrative fee reserves, called Unrestricted Net Position (UNP), is restricted to activities related to rental assistance under the Section 8 program, including development activities.



If SNRHA has not adequately administered any Section 8 program, HUD may prohibit use of funds in the administrative fee reserve, and may direct SNRHA to use funds in the reserve to improve administration of the program or to reimburse ineligible expenses. HUD also may prohibit use of the funds for certain purposes.

HUD requires the SNRHA Board of Commissioners or other authorized officials to establish the maximum amount that may be charged against the administrative fee reserve without specific approval.

SNRHA Policy

Expenditures from the administrative fee reserve will be made in accordance with all applicable Federal requirements. Expenditures will not exceed \$25,000 per occurrence nor more than \$100,000 in the aggregate for each fiscal year without the prior approval of the SNRHA Board of Commissioners. Payments to participants or landlords that occur due to staff error in rent calculation will be paid from the Administrative fee reserve with the written approval of the Director of Housing Program or their designee. HCV administrative fee can only be utilized for the administration of the HCV Program or development related directly to the HCV Program.

PART II: SETTING PROGRAM STANDARDS AND SCHEDULES

14-II.A. OVERVIEW

Although many of the program's requirements are established centrally by HUD, the HCV program's regulations recognize that some flexibility is required to allow SNRHA to adapt the program to local conditions. This part discusses how SNRHA establishes and updates certain schedules and standards that are used to administer the program locally. Details about how these schedules are applied to individual families are provided in other chapters. The schedules and standards discussed here include:

- *Payment Standards*, which dictate the maximum subsidy a family can receive (application of the payment standards is discussed in Chapter 7); and
- *Utility Allowances*, which specify how a family's payment should be adjusted to account for tenant-paid utilities (application of utility allowances is discussed in Chapter 7).

SNRHA Policy

Copies of the payment standard and utility allowance schedules are available for review in SNRHA's offices during normal business hours and will be posted on SNRHA's website.

Families, owners, and members of the public may submit written comments on the schedules discussed in this part, at any time, for consideration during the next revision cycle.

SNRHA will retain documentation to support its annual review of payment standards and utility allowance schedules for at least 3 years.



14-II.B. PAYMENT STANDARDS [24 CFR 982.503; HCV GB, Chapter 7]

The payment standard sets the maximum subsidy payment a family can receive from SNRHA each month [24 CFR 982.505(a)]. Payment standards are based on fair market rents (FMRs) published annually by HUD. FMRs are set at a percentile within the rent distribution of standard quality rental housing units in each FMR area. For most jurisdictions FMRs are set at the 40th percentile of rents in the market area.

SNRHA must establish a payment standard schedule that establishes payment standard amounts for each FMR area within SNRHA's jurisdiction, and for each unit size within each of the FMR areas. For each unit size, SNRHA may establish a single payment standard amount for the whole FMR area, or may set different payment standards for different parts of the FMR area. Unless HUD grants an exception, SNRHA is required to establish a payment standard within a "basic range" established by HUD – between 90 and 110 percent of the published FMR for each unit size.

Updating Payment Standards

When HUD updates its FMRs, SNRHA must update its payment standards if the standards are no longer within the basic range [24 CFR 982.503(b)]. HUD may require SNRHA to make further adjustments if it determines that rent burdens for assisted families in SNRHA's jurisdiction are unacceptably high [24 CFR 982.503(g)].

SNRHA Policy

SNRHA will review the appropriateness of the payment standards on an annual basis when the new FMR is published. In addition to ensuring the payment standards are always within the "basic range" SNRHA will consider the following factors when determining whether an adjustment should be made to the payment standard schedule:

Funding Availability: SNRHA will review the budget to determine the impact projected subsidy adjustments will have on funding available for the program and the number of families served. SNRHA will compare the number of families who could be served under revised payment standard amounts with the number assisted under current payment standard amounts.

Rent Burden of Participating Families: Rent burden will be determined by identifying the percentage of families, for each unit size, that are paying more than 30 percent of their monthly adjusted income as the family share. When 40 percent or more of families, for any given unit size, are paying more than 30 percent of adjusted monthly income as the family share, SNRHA will consider increasing the payment standard. In evaluating rent burdens, SNRHA will not include families renting a larger unit than their family unit size.

Quality of Units Selected: SNRHA will review the quality of units selected by participant families when making the determination of the percent of income families are paying for housing, to ensure that payment standard increases are only made when needed to reach the mid-range of the market.



Changes in Rent to Owner: SNRHA may review a sample of the units to determine how often owners are increasing or decreasing rents and the average percent of increases/decreases by bedroom size.

Unit Availability: SNRHA will review the availability of units for each unit size, particularly in areas with low concentrations of poor and minority families.

Lease-up Time and Success Rate: SNRHA will consider the percentage of families that are unable to locate suitable housing before the voucher expires and whether families are leaving the jurisdiction to find affordable housing.

Effective dates of changes to payment standard amounts will be determined at time of update. The PHA will always ensure the payment standards will be within the basic range.

Exception Payment Standards [24 CFR 982.503(c)]

According to HUD's Final Rule dated March 8, 2016, entitled "Streamlining Administrative Regulations for Public Housing/Housing Choice Voucher Final Rule," the PHA may establish an exception payment standard of not more than 120 percent of the published FMR (fair market rent) if required as a reasonable accommodation in accordance with 24 CFR part 8 for a family that includes a person with a disability. Any unit approved under an exception payment standard must still meet the reasonable rent requirements found at 24 CFR 982.507.

SNRHA must request HUD approval to establish payment standards that are higher than the basic range. At HUD's sole discretion, HUD may approve a payment standard amount that is higher than the basic range for a designated part of the FMR area. HUD may approve an exception payment standard amount (in accordance with program requirements) for all units, or for all units of a given size, leased by program families in the exception area. Any PHA with jurisdiction in the exception area may use the HUD-approved exception payment standard amount. The total population of all HUD-approved exception areas in an FMR area may not include more than 50 percent of the population of the FMR area.

Voluntary Use of Small Area FMRs [24 CFR 982.503, Notice PIH 2018-01]

PHAs that administer vouchers in a metropolitan area where the adoption of small area FMRs (SAFMRs) is not required may request approval from HUD to voluntarily adopt SAFMRs. SAFMRs may be voluntarily adopted for one or more zip code areas.

SNRHA Policy

SNRHA will not voluntarily adopt the use of SAFMRs.

Unit-by-Unit Exceptions [24 CFR 982.503(b), 24 CFR 982.505(d), Notice PIH 2010-26]

Unit-by-unit exceptions to SNRHA's payment standards generally are not permitted. However, an exception may be made as a reasonable accommodation for a family that includes a person with disabilities. (See Chapter 2 for a discussion of reasonable accommodations.) This type of exception does not affect SNRHA's payment standard schedule.



When needed as a reasonable accommodation, SNRHA may make an exception to the payment standard without HUD approval if the exception amount does not exceed 120 percent of the applicable FMR for the unit size [24 CFR 982.503(b)]. SNRHA may request HUD approval for an exception to the payment standard for a particular family if the required amount exceeds 120 percent of the FMR.

SNRHA Policy

A family that requires a reasonable accommodation may request a higher payment standard at the time the Request for Tenancy Approval (RFTA) is submitted. The family must document the need for the exception which shall be verified via third party verification. In order to approve an exception, or request an exception from HUD, the PHA must determine that:

There is a shortage of affordable units that would be appropriate for the family;

The family's TTP would otherwise exceed 40 percent of adjusted monthly income; and

The rent for the unit is reasonable.

"Success Rate" Payment Standard Amounts [24 CFR 982.503(e)]

If a substantial percentage of families have difficulty finding a suitable unit, SNRHA may request a "success rate payment standard" that applies to the entire jurisdiction. If approved by HUD, a success rate payment standard allows SNRHA to set its payment standards at 90-110 percent of a higher FMR (the 50th, rather than the 40th percentile FMR). To support the request, SNRHA must demonstrate that during the most recent 6-month period for which information is available:

- Fewer than 75 percent of families who were issued vouchers became participants;
- SNRHA had established payment standards for all unit sizes, and for the entire jurisdiction, at 110 percent of the published FMR; and
- SNRHA had a policy of allowing voucher holders who made sustained efforts to locate units at least 90 calendar days to search for a unit.

Although HUD approves the success rate payment standard for all unit sizes in the FMR area, SNRHA may choose to adjust the payment standard for only some unit sizes in all, or a designated part, of the PHA's jurisdiction within the FMR area.

Decreases in the Payment Standard below the Basic Range [24 CFR 982.503(d)]

SNRHA must request HUD approval to establish a payment standard amount that is lower than the basic range. At HUD's sole discretion, HUD may approve establishment of a payment standard lower than the basic range. HUD will not approve a lower payment standard if the family share for more than 40 percent of program participants exceeds 30 percent of adjusted monthly income.

14-II.C. UTILITY ALLOWANCES [24 CFR 982.517]



A SNRHA-established utility allowance schedule is used in determining family share and SNRHA subsidy. SNRHA must maintain a utility allowance schedule for (1) all tenant-paid utilities, (2) the cost of tenant-supplied refrigerators and ranges, and (3) other tenant-paid housing services such as trash collection.

The utility allowance schedule must be determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, SNRHA must use normal patterns of consumption for the community as a whole, and current utility rates.

The utility allowance must include the utilities and services that are necessary in the locality to provide housing that complies with housing quality standards. Costs for telephone, cable/satellite television, and internet services are not included in the utility allowance schedule.

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

The cost of each utility and housing service must be stated separately by unit size and type. Chapter 18 of the *HCV Guidebook* provides detailed guidance to SNRHA about establishing utility allowance schedules.

Air Conditioning

An allowance for air-conditioning must be provided when the majority of housing units in the market have central air-conditioning or are wired for tenant-installed air conditioners.

SNRHA Policy

SNRHA has included an allowance for air-conditioning in its utility allowance schedule. Central air-conditioning or a portable air conditioner must be present in a unit before SNRHA will apply this allowance to a family's rent and subsidy calculations.

Reasonable Accommodation

HCV program regulations require SNRHA to approve a utility allowance amount higher than shown on SNRHA's schedule if a higher allowance is needed as a reasonable accommodation for a family member with a disability. For example, if a family member with a disability requires such an accommodation, SNRHA will approve an allowance for air-conditioning, even if SNRHA has determined that an allowance for air-conditioning generally is not needed (See Chapter 2 for policies regarding the request and approval of reasonable accommodations).

Utility Allowance Revisions

SNRHA must review its schedule of utility allowances each year, and must revise the schedule if there has been a change of 10 percent or more in any utility rate since the last time the allowance for that utility was revised.

SNRHA must maintain information supporting its annual review of utility allowance and any revisions made in its utility allowance schedule.

PART III: INFORMAL REVIEWS AND HEARINGS



14-III.A. OVERVIEW

When SNRHA makes a decision that has a negative impact on a family, the family is often entitled to appeal the decision. For applicants, the appeal takes the form of an informal review; for participants, or for applicants denied admission because of citizenship issues, the appeal takes the form of an informal hearing.

SNRHA is required to include in their administrative plans, informal review procedures for applicants, and informal hearing procedures for participants [24 CFR 982.54(d)(12) and (13)].

14-III.B. INFORMAL REVIEWS

Informal reviews are provided for program applicants. An applicant is someone who has applied for admission to the program, but is not yet a participant in the program. Informal reviews are intended to provide a “minimum hearing requirement” [24 CFR 982.554], and need not be as elaborate as the informal hearing requirements. (Federal Register Volume 60, No. 127, p 36490).

Decisions Subject to Informal Review [24 CFR 982.554(a) and (c)]

SNRHA must give an applicant the opportunity for an informal review of a decision denying assistance [24 CFR 982.554(a)]. Denial of assistance may include any or all of the following [24 CFR 982.552(a)(2)]:

- Denying listing on the SNRHA waiting list
- Denying or withdrawing a voucher
- Refusing to enter into a HAP contract or approve a lease
- Refusing to process or provide assistance under portability procedures
- Denial of assistance based on an unfavorable history that may be the result of domestic violence, dating violence, sexual assault, or stalking. (See Section 3-III.G.)

Informal reviews are *not* required for the following reasons [24 CFR 982.554(c)]:

- Discretionary administrative determinations by SNRHA
- General policy issues or class grievances
- A determination of the family unit size under the SNRHA subsidy standards
- A SNRHA determination not to approve an extension of a voucher term
- A SNRHA determination not to grant approval of the tenancy
- A SNRHA determination that the unit is not in compliance with the HQS
- A SNRHA determination that the unit is not in accordance with the HQS due to family size or composition

SNRHA Policy

SNRHA will only offer an informal review to applicants for whom assistance is being denied. Denial of assistance includes: denying listing or removal from on the SNRHA



waiting list; denying or withdrawing a voucher; refusing to enter into a HAP contract or approve a lease; refusing to process or provide assistance under portability procedures.

Notice to the Applicant [24 CFR 982.554(a)]

SNRHA must give an applicant prompt notice of a decision denying assistance. The notice must contain a brief statement of the reasons for the SNRHA's decision, and must also state that the applicant may request an informal review of the decision within 10 calendar days from the date of SNRHA's notification of denial of assistance letter. The notice must describe how to obtain the informal review.

The informal review will be scheduled within 10 business days from the date the request is received.

Scheduling an Informal Review

SNRHA Policy

A request for an informal review must be made in writing and delivered to SNRHA either in person or by first class mail, by the close of the business day, no later than 10 calendar days from the date of SNRHA's denial of assistance notice.

Except as provided in Section 3-III.G, SNRHA must schedule and send written notice of the informal review within 10 business days of the family's request.

A written notice of the appointment will be mailed to the address the client indicated on the informal review request form or the last known address, if no address is provided. The appointment letter must include the following:

- Client name
- Client number
- Appointment date and time
- Appointment location
- Grievant Rights and Responsibilities

Remote Informal Reviews

All PHA policies and processes for remote informal reviews must be conducted in accordance with due process requirements and be in compliance with HUD regulations.

PHA Policy

The PHA has the sole discretion to require that informal reviews be conducted remotely in case of local, state, or national physical distancing orders, and in cases of inclement weather or natural disaster.

In addition, the PHA may conduct an informal review remotely upon request of the applicant as a reasonable accommodation for a person with a disability, if an applicant does not have child care or transportation that would enable them to attend the informal review, or if the applicant believes an in-person informal review would create an undue



health risk. The PHA may consider other reasonable requests for a remote informal review on a case-by-case basis.

Conducting Remote Informal Reviews

The PHA must ensure that the applicant has the right to hear and be heard.

PHA Policy

The PHA may conduct remote informal reviews via telephone conferencing call-in or via videoconferencing. If the informal review will be conducted via videoconferencing, the PHA will ensure that all applicants, applicant representatives, PHA representatives and the person conducting the informal review can adequately access the platform (i.e., hear, be heard, see, and be seen). If any applicant, applicant representative, PHA representative, or person conducting the informal review is unable to effectively utilize the videoconferencing platform, the informal review will be conducted by telephone conferencing call-in.

Whether the informal review is to be conducted via videoconferencing or telephone call-in, the PHA will provide all parties login information and/or conferencing call-in information before the review.

Informal Review Procedures [24 CFR 982.554(b)]

SNRHA Policy

The person conducting the review is responsible for making the final decision as to whether assistance should be granted or denied.

The Informal Review may not be conducted by the person who made or approved the decision under review, nor a subordinate of such person.

The Informal Review may be conducted by an employee other than the person who made the decision or a subordinate of that person or the Hearing Officer for SNRHA.

The applicant will be given the option of presenting oral or written objections to the decision. Both SNRHA and the family may present evidence and witnesses. The family may use an attorney or other representative to assist them at their own expense.

The applicant and/or his/her authorized representative shall be in attendance together with the SNRHA official responsible for making the ineligibility determination at issue or a department designee who has been apprised of the determination and the reasons for the determination. The meeting may be held in person at a location designated by the Hearing Officer or may be held telephonically or via a secure internet platform.

Informal Review Decision [24 CFR 982.554(b)]

SNRHA must notify the applicant of SNRHA's final decision, including a brief statement of the reasons for the final decision.

SNRHA Policy



In rendering a decision, SNRHA will evaluate the following matters:

- Whether or not the grounds for denial were stated factually in the Notice.
- The validity of grounds for denial of assistance. If the grounds for denial are not specified in the regulations, then the decision to deny assistance will be overturned.
- The validity of the evidence. SNRHA will evaluate whether the facts presented prove the grounds for denial of assistance. If the facts prove that there are grounds for denial, and the denial is required by HUD, SNRHA will uphold the decision to deny assistance.
- If the facts prove the grounds for denial, and the denial is discretionary, SNRHA will follow the decision of the person conducting the informal review.

SNRHA will notify the applicant of the final decision, including a statement explaining the reason(s) for the decision. The notice will be mailed within 10 business days of the informal review, to the applicant and his or her representative, if any.

If the decision to deny is overturned as a result of the informal review, processing for admission will resume.

If the family fails to appear for their informal review, the denial of admission will stand and the family will be so notified. Failure to appear for in person Informal Review appointments within fifteen (15) minutes of the scheduled appointment time OR ten (10) minutes for telephonic/internet platform appointments will be considered failure to appear.

All requests for a review, supporting documentation, and a copy of the final decision will be retained in the family's file.

14-III.C. INFORMAL HEARINGS FOR PARTICIPANTS [24 CFR 982.555, Pub.L. 109-162]

SNRHA must offer an Informal Hearing for certain SNRHA determinations relating to the individual circumstances of a participant family. A participant is defined as a family that has been admitted to the SNRHA HCV program and is currently assisted in the program. The purpose of the informal hearing is to consider whether SNRHA's decisions related to the family's circumstances were in accordance with the law, HUD regulations and SNRHA policies.

SNRHA is not permitted to terminate a family's assistance until the time allowed for the family to request an informal hearing has elapsed, and any requested hearing has been completed. SNRHA will provide a 30 day notice or more prior to termination unless the family has been confirmed as a skip or a deceased person. This shall provide adequate time for the participant to request a hearing and a hearing to be scheduled. Deceased clients with no eligible remaining family member shall have the contract terminated the last day of the month in which the death occurred. Termination of assistance for a participant may include any or all of the following:

- Refusing to enter into a HAP contract or approve a lease



- Terminating housing assistance payments under an outstanding HAP contract
- Refusing to process or provide assistance under portability procedures
- Skipping –defined as a family who moves from the assisted unit without prior appropriate notice to the owner and the approval of SNRHA. This must be a written approval or proof of certified mailing if the owner cannot be reach or refusing to sign and the lease is now a month to month lease. SNRHA must also receive this notice and approve by issuances of a voucher prior to the move
- Participant is currently Zero to HAP.

Decisions Subject to Informal Hearing

Circumstances for which SNRHA must give a participant family an opportunity for an informal hearing are as follows:

- A determination of the family’s annual or adjusted income, and the use of such income to compute the housing assistance payment
- A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the SNRHA utility allowance schedule
- A determination of the family unit size under SNRHA’s subsidy standards
- A determination to terminate assistance for a participant family because of the family’s actions or failure to act
- A determination to terminate assistance because the participant has been absent from the assisted unit for longer than the maximum period permitted under SNRHA policy and HUD rules
- A determination to terminate a family’s Family Self Sufficiency contract, withhold supportive services, or propose forfeiture of the family’s escrow account [24 CFR 984.303(i)]
- A determination to deny admission based on an unfavorable history that may be the result of domestic violence, dating violence, sexual assault, or stalking.
- A determination that the family is an ineligible student under the student rule provisions
- A determination that the family is not protected under the VAWA requirements.

Circumstances for which an informal hearing is not required are as follows:

- Discretionary administrative determinations by the PHA
- General policy issues or class grievances
- Establishment of the SNRHA schedule of utility allowances for families in the program
- A SNRHA determination not to approve an extension or suspension of a voucher term
- A SNRHA determination not to approve a unit or tenancy



- A SNRHA determination that a unit selected by the applicant is not in compliance with the HQS
- A SNRHA determination that the unit is not in accordance with HQS because of family size
- A determination by SNRHA to exercise or not to exercise any right or remedy against an owner under a HAP contract

SNRHA Policy

SNRHA will only offer participants the opportunity for an informal hearing when required to by the regulations.

Remote Informal Hearings

All PHA policies and processes for remote informal reviews must be conducted in accordance with due process requirements and be in compliance with HUD regulations.

PHA Policy

The PHA has the sole discretion to require that informal reviews be conducted remotely in case of local, state, or national physical distancing orders, and in cases of inclement weather or natural disaster.

In addition, the PHA may conduct an informal review remotely upon request of the applicant as a reasonable accommodation for a person with a disability, if an applicant does not have child care or transportation that would enable them to attend the informal review, or if the applicant believes an in-person informal review would create an undue health risk. The PHA may consider other reasonable requests for a remote informal review on a case-by-case basis.

Conducting Remote Informal Hearings

The PHA must ensure that the applicant has the right to hear and be heard.

PHA Policy

The PHA may conduct remote informal reviews via telephone conferencing call-in or via videoconferencing. If the informal review will be conducted via videoconferencing, the PHA will ensure that all applicants, applicant representatives, PHA representatives and the person conducting the informal review can adequately access the platform (i.e., hear, be heard, see, and be seen). If any applicant, applicant representative, PHA representative, or person conducting the informal review is unable to effectively utilize the videoconferencing platform, the informal review will be conducted by telephone conferencing call-in.

Whether the informal review is to be conducted via videoconferencing or telephone call-in, the PHA will provide all parties login information and/or conferencing call-in information before the review.



Informal Hearing Procedures

Notice to the Family [24 CFR 982.555(c)]

When SNRHA makes a decision that is subject to informal hearing procedures, SNRHA must inform the family of its right to an informal hearing at the same time that it informs the family of the decision to terminate or take other adverse actions for which hearings are allowed.

For decisions related to the family's annual or adjusted income, the determination of the appropriate utility allowance, and the determination of the family unit size, SNRHA must notify the family that they may ask for an explanation of the basis of the determination, and that if they do not agree with the decision, they may request an informal hearing on the decision.

For decisions related to the termination of the family's assistance, or the denial of a family's request for an exception to SNRHA's subsidy standards, the notice must contain a brief statement of the reasons for the decision, a statement that if the family does not agree with the decision, the family may request an informal hearing on the decision, and a statement of the deadline for the family to request an informal hearing.

SNRHA Policy

In cases where SNRHA makes a decision for which an informal hearing must be offered, the notice to the family will include all of the following:

- The proposed action or decision of SNRHA.
- A brief statement of the reasons for the decision including the regulatory reference.
- The date the proposed action will take place.
- A statement of the family's right to an explanation of the basis for SNRHA's decision.
- A statement that if the family does not agree with the decision the family may request an informal hearing of the decision.
- A deadline for the family to request the informal hearing.
- To whom the hearing request should be addressed.
- A copy of SNRHA's hearing procedures.
- That disabled clients have the right to request a reasonable accommodation.
- That the family may request a remote informal hearing

If the PHA will require that the hearing be conducted remotely, at the time the notice is sent to the family informing them of the right to request an informal hearing, the family will be notified that the informal hearing will be conducted remotely. The family will be informed of the processes involved in a remote informal hearing.

Scheduling an Informal Hearing [24 CFR 982.555(d)]

When an informal hearing is required, SNRHA must proceed with the hearing in a reasonably expeditious manner upon the request of the family.

SNRHA Policy



A request for an informal hearing must be made in writing and delivered to the PHA either in person or by first class mail, by the close of the business day, no later than 10 calendar days from the date of SNRHA's decision or notice to terminate assistance.

SNRHA must schedule and send written notice of the informal hearing to the family within 10 business days of the family's request.

If a family does not appear at a scheduled hearing and has not rescheduled the hearing in advance, SNRHA's prior decision will stand and no further hearings will be scheduled. The decision to terminate shall stand.

The family may request to reschedule a hearing for good cause, or if it is needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family. Requests to reschedule a hearing must be made in writing prior to the hearing date. At its discretion, SNRHA may request documentation of the "good cause" prior to rescheduling the hearing.

If the family does not appear at the scheduled time, and was unable to reschedule the hearing in advance due to unforeseen circumstances, the family must contact SNRHA within two (2) business days of the scheduled hearing date. SNRHA will reschedule the hearing only if the family can show good cause for the failure to appear, or if it is needed as a reasonable accommodation for a person with disabilities. If the family cannot show good cause for the failure to appear, or a rescheduling is not needed as a reasonable accommodation, the PHA's decision will stand.

The Hearing Officer may ask the family for additional information and/or might adjourn the Hearing in order to reconvene at a later date, before reaching a decision. However, the delay cannot exceed seven (7) calendar days from the date of the hearing.

If the family misses an appointment or deadline ordered by the Hearing Officer, the action of SNRHA shall take effect and another hearing will not be granted.

Pre-Hearing Right to Discovery [24 CFR 982.555(e)]

Participants and SNRHA are permitted pre-hearing discovery rights. The family must be given the opportunity to examine before the hearing any SNRHA documents that are directly relevant to the hearing, if requested. The family must be allowed to copy any such documents at their own expense. If SNRHA does not make the document available for examination upon request of the family, SNRHA may not rely on the document at the hearing.

For the purpose of informal hearings, *documents* include records and regulations.

SNRHA Policy

The family will be allowed to copy any documents related to the hearing at a cost of \$1.00 per page after the first 25 pages. The family must request discovery of SNRHA documents no later than 12:00 p.m. two (2) business days prior to the scheduled hearing date.

Participant's Right to Bring Counsel [24 CFR 982.555(e)(3)]



At its own expense, the family may be represented by a lawyer or other representative at the informal hearing.

Informal Hearing Officer [24 CFR 982.555(e)(4)]

Informal hearings will be conducted by a person or persons approved by SNRHA, other than the person who made or approved the decision or a subordinate of the person who made or approved the decision.

SNRHA Policy

SNRHA may use staff or contract out for hearing officers.

Attendance at the Informal Hearing

SNRHA Policy

Hearings may be attended by a hearing officer and the following applicable persons:

A SNRHA representative(s) and any witnesses for SNRHA

The participant and any witnesses for the participant

The participant's counsel or other representative

Any other person approved by SNRHA as a reasonable accommodation for a person with a disability

When deemed appropriate, the Hearing Officer may include an observer, such as a hearing officer trainee, an attorney or a representative of an appointing jurisdiction to observe the proceedings.

Conduct at Hearings

The person who conducts the hearing may regulate the conduct of the hearing in accordance with SNRHA's hearing procedures [24 CFR 982.555(4)(ii)].

SNRHA Policy

The hearing officer is responsible to manage the order of business and to ensure that hearings are conducted in a professional and businesslike manner. Attendees are expected to comply with all hearing procedures established by the hearing officer and guidelines for conduct. Any person demonstrating disruptive, abusive or otherwise inappropriate behavior will be excused from the hearing at the discretion of the hearing officer.

Evidence [24 CFR 982.555(e)(5)]

SNRHA and the family must be given the opportunity to present evidence and question any witnesses. In general, all evidence is admissible at an informal hearing. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

SNRHA Policy

Any evidence to be considered by the hearing officer must be presented at the time of the hearing. There are four categories of evidence.



Oral evidence: the testimony of witnesses

Documentary evidence: a writing which is relevant to the case, for example, a letter written to SNRHA. Writings include all forms of recorded communication or representation, including letters, words, pictures, sounds, videotapes or symbols or combinations thereof.

Demonstrative evidence: Evidence created specifically for the hearing and presented as an illustrative aid to assist the hearing officer, such as a model, a chart or other diagram.

Real evidence: A tangible item relating directly to the case.

Hearsay Evidence is evidence of a statement that was made other than by a witness while testifying at the hearing and that is offered to prove the truth of the matter. Even though evidence, including hearsay, is generally admissible, hearsay evidence alone cannot be used as the sole basis for the hearing officer's decision.

If either SNRHA or the family fail to comply with the discovery requirements described above, the hearing officer will refuse to admit such evidence.

Other than the failure of a party to comply with discovery, the hearing officer has the authority to overrule any objections to evidence.

Hearing Officer's Decision [24 CFR 982.555(e)(6)]

The person who conducts the hearing must issue a written decision, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family must be based on a preponderance of evidence presented at the hearing.

SNRHA Policy

In rendering a decision, the hearing officer will consider the following matters:

SNRHA Notice to the Family: The hearing officer will determine if the reasons for SNRHA's decision are factually stated in the Notice.

Discovery: The hearing officer will determine if SNRHA and the family were given the opportunity to examine any relevant documents in accordance with SNRHA policy.

SNRHA Evidence to Support the PHA Decision: The evidence consists of the facts presented. Evidence is not conclusion and it is not argument. The hearing officer will evaluate the facts to determine if they support SNRHA's conclusion.

Validity of Grounds for Termination of Assistance (when applicable): The hearing officer will determine if the termination of assistance is for one of the grounds specified in the HUD regulations and SNRHA policies. If the grounds for termination are not specified in the regulations or in compliance with SNRHA policies, then the decision of SNRHA will be overturned.

The hearing officer will issue a written decision to the family and SNRHA no later than 10 business days after the hearing. The written decision will contain the following information:



Hearing information:

- Name of the participant;
- Date, time and place of the hearing;
- Name of the hearing officer;
- Name of the SNRHA representative; and
- Name of family representative (if any).

Background: A brief, impartial statement of the reason for the hearing.

Summary of the Evidence: The hearing officer will summarize the testimony of each witness and identify any documents that a witness produced in support of his/her testimony and that are admitted into evidence.

Findings of Fact: The hearing officer will include all findings of fact, based on a preponderance of the evidence. *Preponderance of the evidence* is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Conclusions: The hearing officer will render a conclusion derived from the facts that were found to be true by a preponderance of the evidence. The conclusion will result in a determination of whether these facts uphold SNRHA’s decision.

Order: The hearing report will include a statement of whether SNRHA’s decision is upheld or overturned. If it is overturned, the hearing officer will instruct SNRHA to change the decision in accordance with the hearing officer’s determination. In the case of termination of assistance, the hearing officer will instruct SNRHA to restore the participant’s program status.

Procedures for Continuance of Hearing or Appeal

SNRHA Policy

The hearing officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision. If the family misses an appointment or deadline ordered by the hearing officer, the action of SNRHA will take effect and another hearing will not be granted.

An appeal may be requested for the purpose of rectifying any obvious mistake of law made during the hearing.

It shall be within the sole discretion of SNRHA to grant or deny the request for an appeal. An appeal may be limited to written submissions by the parties, in the manner specified by the hearing officer.

SNRHA Notice of Final Decision [24 CFR 982.555(f)]



SNRHA is not bound by the decision of the hearing officer for matters in which SNRHA is not required to provide an opportunity for a hearing, decisions that exceed the authority of the hearing officer, decisions that conflict with or contradict HUD regulations, requirements, or are otherwise contrary to Federal, State or local laws.

HUD's Final Rule dated March 8, 2016, entitled "Streamlining Administrative Regulations for Public Housing/Housing Choice Voucher Final Rule," states the Hearing Officer's decision will be binding on the PHA unless SNRHA's Board of Commissioners determines that:

- (1) The grievance does not concern PHA actions or failure to act in accordance with or involving the complainant's rights, duties, welfare, or status; or
- (2) The decision of the hearing officer is contrary to applicable Federal, State, local laws, HUD regulations, or requirement of the annual contribution contract between HUD and the PHA.

A decision by the hearing officer or a member of the Board of Commissioners in favor of the PHA or which denies the relief requested by the complainant in whole or in part will not constitute a waiver of, nor affect in any manner whatsoever, any rights the complainant may have to a judicial review in any judicial proceeding, which may thereafter be brought in the matter.

If SNRHA determines it is not bound by the hearing officer's decision in accordance with HUD regulations, SNRHA must promptly notify the family of the determination and the reason for the determination.

SNRHA Policy

SNRHA will mail a "Notice of Final Decision" including the hearing officer's decision letter, to the participant and their representative. This Notice will be sent by first-class mail, postage pre-paid with an affidavit of mailing enclosed. The participant will be mailed the original "Notice of Final Decision" and a copy of the proof of mailing. A copy of the "Notice of Final Decision" along with the original proof mailing will be maintained in SNRHA's file and a copy of the "Notice of Final Decision" will be forwarded to the hearing officer.

14-III.D. HEARING AND APPEAL PROVISIONS FOR NON-CITIZENS [24 CFR 5.514]

Denial or termination of assistance based on immigration status is subject to special hearing and notice rules. Applicants who are denied assistance due to immigration status are entitled to an informal hearing, not an informal review.

Assistance to a family may not be delayed, denied, or terminated on the basis of immigration status at any time prior to a decision under the United States Citizenship and Immigration Services (USCIS) appeal process. Assistance to a family may not be terminated or denied while the PHA hearing is pending, but assistance to an applicant may be delayed pending the completion of the informal hearing.

A decision against a family member, issued in accordance with the USCIS appeal process or the SNRHA informal hearing process, does not preclude the family from exercising the right, that may otherwise be available, to seek redress directly through judicial procedures.



Notice of Denial or Termination of Assistance [24 CFR 5.514(d)]

As discussed in Chapters 3 and 12, the notice of denial or termination of assistance for noncitizens must advise the family:

- That financial assistance will be denied or terminated, and provide a brief explanation of the reasons for the proposed denial or termination of assistance.
- The family may be eligible for proration of assistance.
- In the case of a participant, the criteria and procedures for obtaining relief under the provisions for preservation of families [24 CFR 5.514 and 5.518].
- That the family has a right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or explanation in support of the appeal.
- That the family has a right to request an informal hearing with the PHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal.
- For applicants, assistance may not be delayed until the conclusion of the USCIS appeal process, but assistance may be delayed during the period of the informal hearing process.

USCIS Appeal Process [24 CFR 5.514(e)]

When SNRHA receives notification that the USCIS secondary verification failed to confirm eligible immigration status, the PHA must notify the family of the results of the USCIS verification. The family will have 30 calendar days from the date of the notification to request an appeal of the USCIS results. The request for appeal must be made by the family in writing directly to the USCIS. The family must provide SNRHA with a copy of the written request for appeal and the proof of mailing.

SNRHA Policy

SNRHA will notify the family in writing of the results of the USCIS secondary verification within 10 calendar days of receiving the results.

The family must provide SNRHA with a copy of the written request for appeal and proof of mailing within 10 calendar days of sending the request to the USCIS.

The family must forward to the designated USCIS office any additional documentation or written explanation in support of the appeal. This material must include a copy of the USCIS document verification request (used to process the secondary request) or such other form

specified by the USCIS, and a letter indicating that the family is requesting an appeal of the USCIS immigration status verification results.

The USCIS will notify the family, with a copy to SNRHA, of its decision. When the USCIS notifies SNRHA of the decision, SNRHA must notify the family of its right to request an informal hearing.

SNRHA Policy



SNRHA will send written notice to the family of its right to request an informal hearing in writing within 10 calendar days of the date of the notice of the USCIS decision regarding the family's immigration status.

Informal Hearing Procedures for Applicants [24 CFR 5.514(f)]

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, the family may request SNRHA provide a hearing. The request for a hearing must be made either within 30 calendar days of receipt of the SNRHA notice of denial, or within 30 calendar days of receipt of the USCIS appeal decision.

The informal hearing procedures for applicant families are described below.

Informal Hearing Officer

SNRHA must provide an informal hearing before an impartial individual, other than a person who made or approved the decision under review, and other than a person who is a subordinate of the person who made or approved the decision. See Section 14-III.C. for a listing of positions that serve as informal hearing officers.

Evidence

The family must be provided the opportunity to examine and copy at the family's expense, and at a reasonable time in advance of the hearing, any documents in the possession of SNRHA pertaining to the family's eligibility status, or in the possession of the USCIS (as permitted by USCIS requirements), including any records and regulations that may be relevant to the hearing.

SNRHA Policy

The family will be allowed to obtain a copy of any family documents related to the hearing at a cost of \$1.00 per page after the first 25 pages. If a third party requests the documents, they must pay \$1.00 per page starting with the first page and have a written release of information signed by the participant. The family must request discovery of SNRHA documents no later than 12:00 p.m. the two (2) business days prior to the hearing.

The family must be provided the opportunity to present evidence and arguments in support of eligible status. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The family must also be provided the opportunity to refute evidence relied upon by SNRHA, and to confront and cross-examine all witnesses on whose testimony or information the SNRHA relies.

Representation and Interpretive Services

The family is entitled to be represented by an attorney or other designee, at the family's expense, and to have such person make statements on the family's behalf.

The family is entitled to request an interpreter. Upon request, SNRHA will provide competent interpretation services, free of charge.

Recording of the Hearing



The family is entitled to have the hearing recorded by audiotape at their expense.

HUD's Final Rule dated March 8, 2016, entitled "Streamlining Administrative Regulations for Public Housing/Housing Choice Voucher Final Rule," states the hearing officer must maintain a log of all hearings. HUD shall provide the details of that log at a future date and SNRHA shall ensure compliance. HUD has also clarified that any party may obtain a copy of the hearing transcript *at their own expense*. Therefore, SNRHA shall ensure all hearings are taped. The Hearing Officer's decision will be binding on the PHA unless SNRHA's Board of Commissioners determines that:

- (1) The grievance does not concern PHA actions or failure to act in accordance with or involving the complainant's rights, duties, welfare, or status; or
- (2) The decision of the hearing officer is contrary to applicable Federal, State, local laws, HUD regulations, or requirement of the annual contribution contract between HUD and the PHA.

A decision by the hearing officer or a member of the Board of Commissioners in favor of the PHA or which denies the relief requested by the complainant in whole or in part will not constitute a waiver of, nor affect in any manner whatsoever, any rights the complainant may have to a or judicial review in any judicial proceeding, which may thereafter be brought in the matter.

Per HUD's Final Rule, hearings may not be postponed more than (5) five business days and all parties must be advised.

Hearing Decision

SNRHA must provide the family with a written final decision, based solely on the facts presented at the hearing, within 10 business days of the date of the informal hearing. The decision must state the basis for the decision.

Informal Hearing Procedures for Residents [24 CFR 5.514(f)]

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, the family may request SNRHA provide a hearing. The request for a hearing must be made either within 30 calendar days of receipt of the PHA notice of termination, or within 30 calendar days of receipt of the USCIS appeal decision.

For the informal hearing procedures that apply to participant families whose assistance is being terminated based on immigration status, see Section 14-III.C.

Retention of Documents [24 CFR 5.514(h)]

SNRHA must retain for a minimum of 5 years the following documents that may have been submitted to SNRHA by the family, or provided to the PHA as part of the USCIS appeal or the SNRHA informal hearing process:

- The application for assistance
- The form completed by the family for income reexamination
- Photocopies of any original documents, including original USCIS documents



- The signed verification consent form
- The USCIS verification results
- The request for a USCIS appeal
- The final USCIS determination
- The request for an informal hearing
- The final informal hearing decision

PART IV: OWNER OR FAMILY DEBTS TO SNRHA

14-IV.A. OVERVIEW

SNRHA is required to include in the administrative plan policies concerning repayment by a family of amounts owed to the PHA [24 CFR 982.54]. This part describes SNRHA's policies for recovery of monies that have been overpaid on behalf of families, or to owners.

SNRHA Policy

When an action or inaction of an owner or participant results in the overpayment of housing assistance, SNRHA holds the owner or participant liable to return any overpayments to SNRHA.

SNRHA will enter into repayment agreements in accordance with the policies contained in this part as a means to recover overpayments. A repayment agreement may be executed depending on the cause for the overpayment and the amount of monies owed to SNRHA.

When an owner or participant refuses to repay monies owed to SNRHA, SNRHA will utilize other available collection alternatives including, but not limited to, the following:

- Owner – collect from future payments for other clients to same vendor
- Collection agencies
- Small claims court
- Civil law suit
- State income tax set-off program
- Abatements
- Office of the Inspector General
- Office of the Attorney General

14-IV.B. REPAYMENT POLICY

Introduction

This chapter describes the SNRHA's policies for the recovery of monies which have been overpaid for families, and to owners. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is the PHA's policy to meet the informational needs of owners and families, and to communicate the program rules in order to



avoid owner and family debts. Before a debt is assessed against a family or owner, the file must contain documentation to support the PHA's claim that the debt is owed. The file must contain written documentation of the method of calculation, in a clear format for review by the owner, the family or other interested parties.

The SNRHA will sometimes take other or additional actions than debt recovery when program fraud and abuse occurs.

Collection Methods

When families or owners owe money to the SNRHA, the SNRHA will make every effort to collect it. The SNRHA may use a variety of collection tools to recover debts including, but not limited to:

- Requests for lump sum payments
- Reductions in HAP to owner
- Civil suits
- Repayment Agreements
- Collection agencies
- Credit bureaus
- Income tax set-off programs

Repayment Agreement 24 CFR 982.552 (b) (6)]

The term *repayment agreement* refers to a formal document entered into between the PHA and a person who owes a debt to the PHA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of payment, any special provisions of the agreement, and the remedies available to the PHA upon default of the agreement.

The PHA will prescribe the terms of the payment agreement, including determining whether to enter into a repayment agreement with the family based upon the circumstances surrounding the debt to the PHA.

At SNRHA's discretion, the PHA will not enter into a Repayment Agreement in the following circumstances:

- If the family already has a Repayment Agreement in place.
- If the PHA determines that the family deliberately committed program fraud.
- If the PHA determines that the debt amount is larger than can be paid back by the family in a reasonable amount of time.

Owner Debts to SNRHA

SNRHA Policy

Any amount due to SNRHA by an owner must be repaid by the owner within 30 calendar days of the SNRHA determination of the debt.

If the owner fails to repay the debt within the required time frame and is entitled to future HAP payments, SNRHA will reduce the future HAP payments by the amount owed until the debt is paid in full.



If the owner is not entitled to future HAP payments SNRHA will offer to enter into a repayment agreement in accordance with the policies below.

If the owner refuses to repay the debt, enter into a repayment agreement, or breaches a repayment agreement, SNRHA will ban the owner from future participation in the program and pursue other modes of collection.

Family Debts to SNRHA

SNRHA Policy

Any amount due to SNRHA by an HCV participant must be repaid by the family. If the family is unable to repay the debt within 30 calendar days, SNRHA will offer to enter into a repayment agreement in accordance with the policies below.

If the family refuses to repay the debt, enter into a repayment agreement, or breaches a repayment agreement, SNRHA will terminate the assistance upon notification to the family and pursue other modes of collection.

Repayment Agreement [24 CFR 792.103] (Notice PIH 2017-12 (HA))

The term *repayment agreement* refers to a formal document signed by a tenant or owner and provided to SNRHA in which a tenant or owner acknowledges a debt in a specific amount and agrees to repay the amount due at specific time periods.

Change of Head of Household (HoH)

If there is a change in Head of Household (HoH) or co-head, and there is a remaining adult family member in the unit who, in SNRHA's determination, is approved to be promoted to HoH; SNRHA may terminate the Repayment Agreement with the former HoH and offer a new Repayment Agreement to the new HoH. The only exception is if the head of household becomes deceased.

Repayment Agreement Guidelines

- At the determination of the monies owed by the family, if the families TTP exceeds 40% of monthly adjusted income, no repayment agreement request would be accepted or approved. The client's only option would be to pay the balance in full or their assistance would be terminated. (PIH notice 2017-12 HA states, "The monthly retroactive rent payment plus the amount of rent the tenant pays at the time the repayment agreement is executed should be affordable and not exceed 40 percent of the family's monthly adjusted income.")
- Payment Agreements will be executed between SNRHA and the head of household, co-head, and spouse.
- The Repayment Agreement must be executed by SNRHA's Fraud Investigator or his/her designee.
- Payments may only be made by money order or cashier's check.
- The agreement will be in default when one payment is delinquent after the 10th of the month, and the family's assistance will be terminated unless SNRHA receives the balance of the



Repayment Agreement in full within 14 calendar days of the date on the notice of default. Partial payments shall be accepted to pay off debt but will not prevent termination.

- Payment Agreements must be in writing.
- Length of Payment Agreements not to exceed twenty- four (24) months.
- Only two Repayment Agreements may be executed during the term of the family’s participation. The second cannot be entered into unless the first was paid in full in compliance with the terms of the Agreement.
- Monthly payments may be changed with approval from the Director of Housing Program or designee in cases of income changes and if requested with reasonable notice from the family, or they do not exceed 40% of the family’s monthly adjusted inform.
- No move will be approved until the debt is current, unless the move is the result of the following cases, and the Repayment Agreement is current:
 - Family size exceeds the HQS maximum occupancy standards
 - The HAP contract is terminated due to owner non-compliance or opt-out
 - A natural disaster
 - Due to issues regarding VAWA
 - Reasonable Accommodation
- HUD does not authorize any PHA-sponsored amnesty or debt forgiveness programs.

Down Payment Requirement

SNRHA Policy

Prior to the execution of a repayment agreement, the owner or family must pay 25 percent of the balance owed to SNRHA with balance due within 23 additional months. Minimum payments as outlined below and are due each month no later than the 10th.

The minimum monthly amount of monthly payment for any payment agreement is \$25.

BALANCE DUE	PAYMENT DUE
\$25-\$100	\$25 down with minimum \$25 monthly payments
\$101+	25% down and remaining balance within 23 months

Execution of the Agreement

SNRHA Policy

The head of household and spouse/co-head (if applicable) must sign the repayment agreement.



Due Dates

SNRHA Policy

All payments are due on the 1st of each month, and considered late after the close of business on the 10th day of the month. If the 10th does not fall on a business day, the due date is the close of business on the first business day after the 10th.

Non-Payment

SNRHA Policy

The agreement will be in default when one payment is delinquent after the 10th of the month, and the family's assistance will be terminated unless SNRHA receives the balance of the Repayment Agreement in full within 14 calendar days of the date on the notice of default. Partial payments shall be accepted to pay off debt but shall not prevent termination.

If the payment is not received by the due date of the delinquency notice, it will be considered a breach of the agreement and SNRHA will terminate assistance upon written notification to the family.

No Offer of Repayment Agreement

SNRHA Policy

SNRHA will not enter into a repayment agreement if there is already a repayment agreement in place with the family or owner OR if the family has had two previous repayment agreements.

WRITING OFF DEBTS

Debts will be written off if:

- The debtor's whereabouts are unknown and the debt is more than one year old.
- A determination is made that the debtor is judgment proof.
- The debtor is deceased.
- The debtor is confined to an institution indefinitely or for more than one year.
- The amount is \$10.00 or less
- The debtor cannot be located
- The debt is more than six years old and is not a judgment.

PART V: MANAGEMENT ASSESSMENT (SEMAP)

14-V.A. OVERVIEW

The Section 8 Management Assessment Program (SEMAP) is a tool that allows HUD to measure SNRHA performance in key areas to ensure program integrity and accountability. SEMAP



scores translate into a rating for each PHA as high performing, standard, or troubled. Scores on individual SEMAP indicators, as well as overall SEMAP ratings, can affect the PHA in several ways.

- High-performing PHAs can be given a competitive advantage under notices of funding availability [24 CFR 985.103].
- PHAs with deficiencies on one or more indicators are required to correct the deficiencies and report to HUD [24 CFR 985.106].
- PHAs with an overall rating of “troubled” are subject to additional HUD oversight, including on-site reviews by HUD staff, a requirement to develop a corrective action plan, and monitoring to ensure the successful implementation of the corrective action plan. In addition, PHAs that are designated “troubled” may not use any part of the administrative fee reserve for other housing purposes [24 CFR 985.107].
- HUD may determine that a PHA's failure to correct identified SEMAP deficiencies or to prepare and implement a corrective action plan required by HUD constitutes a default under the ACC [24 CFR 985.109].

14-V.B. SEMAP CERTIFICATION [24 CFR 985.101]

SNRHA must submit the HUD-required SEMAP certification form within 60 calendar days after the end of its fiscal year. The certification must be approved by a SNRHA board resolution and signed by the SNRHA executive director. If SNRHA is a unit of local government or a state, a resolution approving the certification is not required, and the certification must be executed by the Section 8 program director.

PHAs with less than 250 voucher units are only required to be assessed every other PHA fiscal year. HUD will assess such PHAs annually if the PHA elects to have its performance assessed on an annual basis; or is designated as “troubled” [24 CFR 985.105].

Failure of SNRHA to submit its SEMAP certification within the required time frame will result in an overall performance rating of “troubled.”

SNRHA's SEMAP certification is subject to HUD verification by an on-site confirmatory review at any time.

Upon receipt of SNRHA's SEMAP certification, HUD will rate SNRHA's performance under each SEMAP indicator in accordance with program requirements.

HUD Verification Method

Several of the SEMAP indicators are scored based on a review of a quality control sample selected for this purpose. SNRHA or the Independent Auditor must select an unbiased sample that provides an adequate representation of the types of information to be assessed, in accordance with SEMAP requirements [24 CFR 985.2].

If the HUD verification method for the indicator relies on data in the Form-50058 module (formerly known as MTCS) in the PIH Information Center (PIC), and HUD determines that those data are insufficient to verify the PHA's certification on the indicator due to SNRHA's



failure to adequately report family data, HUD will assign a zero rating for the indicator [24 CFR 985.3].

14-V.C. SEMAP INDICATORS [24 CFR 985.3 and form HUD-52648]

The table below lists each of the SEMAP indicators, contains a description of each indicator, and explains the basis for points awarded under each indicator.

A PHA that expends less than \$300,000 in Federal awards and whose Section 8 programs are not audited by an independent auditor, is not rated under SEMAP indicators 1-7.

SEMAP Indicators
<p>Indicator 1: Selection from the waiting list Maximum Score: 15</p> <ul style="list-style-type: none"> • This indicator shows whether the PHA has written policies in its administrative plan for selecting applicants from the waiting list and whether the PHA follows these policies when selecting applicants for admission from the waiting list. • Points are based on the percent of families that are selected from the waiting list in accordance with the PHA’s written policies, according to the PHA’s quality control sample.
<p>Indicator 2: Rent reasonableness Maximum Score: 20</p> <ul style="list-style-type: none"> • This indicator shows whether the PHA has and implements a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based on current rents for comparable unassisted units • Points are based on the percent of units for which the PHA follows its written method to determine reasonable rent and has documented its determination that the rent to owner is reasonable, according to the PHA’s quality control sample.
<p>Indicator 3: Determination of adjusted income Maximum Score: 20</p> <ul style="list-style-type: none"> • This indicator measures whether the PHA verifies and correctly determines adjusted income for each assisted family, and where applicable, uses the appropriate utility allowances for the unit leased in determining the gross rent. • Points are based on the percent of files that are calculated and verified correctly, according to the PHA’s quality control sample.
<p>Indicator 4: Utility allowance schedule Maximum Score: 5</p> <ul style="list-style-type: none"> • This indicator shows whether the PHA maintains an up-to-date utility allowance schedule. • Points are based on whether the PHA has reviewed the utility allowance schedule and adjusted it when required, according to the PHA’s certification.

**Indicator 5: HQS quality control inspections****Maximum Score: 5**

- This indicator shows whether a PHA supervisor re-inspects a sample of units under contract during the PHA fiscal year, which meets the minimum sample size requirements for quality control of HQS inspections.
- Points are based on whether the required quality control reinspections were completed, according to the PHA's certification.

Indicator 6: HQS enforcement**Maximum Score: 10**

- This indicator shows whether, following each HQS inspection of a unit under contract where the unit fails to meet HQS, either any cited life-threatening deficiencies are corrected within 24 hours from the inspection and all other deficiencies are corrected within no more than 30 calendar days from the inspection or any PHA-approved extension, or the PHA took appropriate action.
- Points are based on whether the PHA took appropriate action when the responsible party failed to correct all HQS deficiencies in accordance with required time frames, according to the PHA's certification.

Indicator 7: Expanding housing opportunities**Maximum Points: 5**

- Only applies to PHAs with jurisdiction in metropolitan FMR areas.
- This indicator shows whether the PHA has adopted and implemented a written policy to encourage participation by owners of units located outside areas of poverty or minority concentration; informs voucher holders of the full range of areas where they may lease units both inside and outside the PHA's jurisdiction; and supplies a list of landlords or other parties who are willing to lease units or help families find units, including units outside areas of poverty or minority concentration.
- Points are based on whether the PHA has adopted and implemented written policies in accordance with SEMAP requirements, according to the PHA's certification.

Indicator 8: FMR limit and payment standards**Maximum Points: 5 points**

- This indicator shows whether the PHA has adopted a payment standard schedule that establishes payment standard amounts by unit size for each FMR area in the PHA's jurisdiction, that are within the basic range of 90 to 110 percent of the published FMR.
- Points are based on whether the PHA has appropriately adopted a payment standard schedule(s), according to the PHA's certification.

Indicator 9: Annual reexaminations**Maximum Points: 10**

- This indicator shows whether the PHA completes a reexamination for each participating family at least every 12 months.
- Points are based on the percent of reexaminations that are not overdue, according to data from PIC.



Indicator 10: Correct tenant rent calculations

Maximum Points: 5

- This indicator shows whether the PHA correctly calculates the family’s share of the rent to owner.
- Points are based on the percent of correct calculations of family share of the rent, according to data from PIC.

Indicator 11: Pre-contract HQS inspections

Maximum Points: 5

- This indicator shows whether newly leased units pass HQS inspection on or before the effective date of the assisted lease and HAP contract.
- Points are based on the percent of newly leased units that passed HQS inspection prior to the effective date of the lease and HAP contract, according to data from PIC.

Indicator 12: Annual HQS inspections

Maximum Points: 10

- This indicator shows whether the PHA inspects each unit under contract at least annually.
- Points are based on the percent of annual HQS inspections of units under contract that are not overdue, according to data from PIC.

Indicator 13: Lease-up

Maximum Points: 20 points

- This indicator shows whether the PHA enters HAP contracts for At least 98 percent of the number of SNRHA’s baseline voucher units in the ACC for the calendar year ending on or before SNRHA’s fiscal year, or whether SNRHA has expended at least 98 percent of its allocated budget authority for the same calendar year. SNRHA can receive 15 points if 95 to 97 percent of vouchers are leased or budget authority is utilized.
- Points are based on Utilization of vouchers and HAP expenditures as reported in the voucher management system (VMS) for the most recently completed calendar year.

Indicator 14: Family self-sufficiency (FSS) enrollment and escrow account balances

Maximum Points: 10

- Only applies to PHAs with mandatory FSS programs.
- This indicator shows whether the PHA has enrolled families in the FSS program as required, and measures the percent of current FSS participants that have had increases in earned income which resulted in escrow account balances.
- Points are based on the percent of mandatory FSS slots that are filled and the percent of families with escrow account balances, according to data from PIC.

Success Rate of Voucher Holders

Maximum Points: 5

- Only applies to PHAs that have received approval to establish success rate payment standard amounts, and isn’t effective until the second full PHA fiscal year following the date of HUD approval of success rate payment standard amounts.



- This indicator shows whether voucher holders were successful in leasing units with voucher assistance.
- Points are based on the percent of families that were issued vouchers, and that became participants in the voucher program.

Deconcentration Bonus Indicator

Maximum Points: 5

- Submission of data for this indicator is mandatory for a PHA using one or more payment standard amount(s) that exceed(s) 100 percent of the published FMR set at the 50 percentile rent, starting with the second full PHA fiscal year following initial use of payment standard amounts based on the FMRs set at the 50th percentile.
- Additional points are available to PHAs that have jurisdiction in metropolitan FMR areas and that choose to submit the required data.
- Points are based on whether the data that is submitted meets the requirements for bonus points.

PART VI: RECORD KEEPING

14-VI.A. OVERVIEW

SNRHA must maintain complete and accurate accounts and other records for the program in accordance with HUD requirements, in a manner that permits a speedy and effective audit. All such records must be made available to HUD or the Comptroller General of the United States upon request.

In addition, SNRHA must ensure that all applicant and participant files are maintained in a way that protects an individual's privacy rights.

14-VI.B. RECORD RETENTION [24 CFR 982.158]

SNRHA must keep the last three (3) years of:

- the Form HUD-50058 and
- supporting documentation during the term of each assisted lease, and for a period of at least three (3) years from the end of participation (EOP) date [24 CFR 908.101].

During the term of each assisted lease, and for at least three years thereafter, SNRHA must keep:

- A copy of the executed lease;
- The HAP contract; and
- The application from the family.

In addition, SNRHA must keep the following records for at least three years:



- Records that provide income, racial, ethnic, gender, and disability status data on program applicants and participants;
- An application from each ineligible family and notice that the applicant is not eligible;
- HUD-required reports;
- Unit inspection reports;
- Lead-based paint records as required by 24 CFR 35, Subpart B.
- Accounts and other records supporting SNRHA budget and financial statements for the program;
- Records to document the basis for SNRHA determination that rent to owner is a reasonable rent (initially and during the term of a HAP contract); and
- Other records specified by HUD.
- EIV print outs must be destroyed within 3 years of the date printed.

SNRHA must keep confidential records of all emergency transfer requested by victims of domestic violence, dating violence, sexual assault, and stalking under the PHA's Emergency Transfer Plan, as well as the outcomes of such requests, and retain the records for a period of three (3) years [24 CFR 5.2002(e)(12)].

If an informal hearing to establish a family's citizenship status is held, longer retention requirements apply for some types of documents. For specific requirements, see Section 14-III.D., Retention of Documents.

14-VI.C. RECORDS MANAGEMENT

SNRHA must maintain applicant and participant files and information in accordance with the regulatory requirements described below.

SNRHA Policy

All applicant and participant information will be kept in a secure location and access will be limited to authorized SNRHA staff.

SNRHA staff will not discuss personal family information unless there is a business reason to do so. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

Privacy Act Requirements [24 CFR 5.212 and Form-9886]

The collection, maintenance, use, and dissemination of social security numbers (SSN), employer identification numbers (EIN), any information derived from these numbers, and income information of applicants and participants must be conducted, to the extent applicable, in compliance with the Privacy Act of 1974, and all other provisions of Federal, State, and local law.



Applicants and participants, including all adults in the household, are required to sign a consent form, HUD-9886, Authorization for Release of Information. This form incorporates the Federal Privacy Act Statement and describes how the information collected using the form may be used, and under what conditions HUD or the PHA may release the information collected.

Upfront Income Verification (UIV) Records

In accessing UIV data through HUD's Enterprise Income Verification (EIV) System, SNRHA is required to adopt and follow specific security procedures to ensure that all EIV data is protected in accordance with Federal laws, regardless of the media on which the data is recorded (e.g. electronic, paper). These requirements are contained in the HUD issued document, *Enterprise Income Verification (EIV) System, Security Procedures for Upfront Income Verification data*.

SNRHA Policy

SNRHA has adopted and implemented EIV security procedures as required by HUD.

Criminal Records

SNRHA may only disclose the criminal conviction records which SNRHA receives from a law enforcement agency to officers or employees of the PHA, or to authorized representatives of SNRHA who have a job-related need to have access to the information [24 CFR 5.903(e)].

SNRHA must establish and implement a system of records management that ensures that any criminal record received by SNRHA from a law enforcement agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the SNRHA action without institution of a challenge or final disposition of any such litigation [24 CFR 5.903(g)].

SNRHA must establish and implement a system of records management that ensures that any sex offender registration information received by SNRHA from a State or local agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the SNRHA action without institution of a challenge or final disposition of any such litigation. This requirement does not apply to information that is public information, or is obtained by a SNRHA other than under 24 CFR 5.905.

Medical/Disability Records

SNRHA is not permitted to inquire about the nature or extent of a person's disability. SNRHA may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If SNRHA receives a verification document that provides such information, SNRHA should not place this information in the participant file. The PHA should destroy the document.

Copies of Documents Cost:

The family shall be allowed to obtain a copy of any family documents in their file at a cost of \$1.00 per page after the first 25 pages. If a third party requests the documents, they must pay \$1.00 per page starting with the first page and have a written release of information signed by the participant. Requests for copies of documents must be submitted in writing and SNRHA will



have four (4) business days to process the request. Documents must be picked up within three (3) days of the date they are completed and shall not be given out prior to payment. Payments must be made via a money order or cashier's check; or if from a legal representative, a check from the company shall be acceptable.

PART VII: REPORTING AND RECORD KEEPING FOR CHILDREN WITH ELEVATED BLOOD LEAD LEVEL

14-VII.A. OVERVIEW

SNRHA has certain responsibilities relative to children with elevated blood lead levels that are receiving HCV assistance. The notification, verification, and hazard reduction requirements are discussed in Chapter 8. This part deals with the reporting requirements, and data collection and record keeping responsibilities SNRHA is subject to.

14-VII.B. REPORTING REQUIREMENT [24 CFR 35.1225(e)] [Notice PIH 2017-13]

The owner must report the name and address of a child identified as having an elevated blood lead level to the public health department within five (5) business days of being so notified by any other medical health care professional. The owner must also notify the HUD field office and the HUD Office of Lead Hazard Control and Healthy Homes (OLHCHH) of the child's address within five (5) business days. The PHA may collaborate with the owner on the notification process, such as by agreeing with the owner to provide the required notifications on the owner's behalf.

SNRHA Policy

Upon notification by the owner, SNRHA will provide the public health department written notice of the name and address of any child identified as having an elevated blood lead level within five (5) business days.

Upon notification by the owner, the PHA will notify the HUD field office and the HUD Office of Lead Hazard Control and Healthy Homes (OLHCHH) of the child's address within five (5) business days.

14-VII.C. DATA COLLECTION AND RECORD KEEPING [24 CFR 35.1225(f)]

At least quarterly, SNRHA must attempt to obtain from the public health department(s) with a similar area of jurisdiction, the names and/or addresses of children less than 6 years old with an identified elevated blood lead level.

If SNRHA obtains names and addresses of elevated blood lead level children from the public health department(s), SNRHA must match this information with the names and addresses of families receiving HCV assistance, unless the public health department

performs such a procedure. If a match occurs, SNRHA must carry out the notification, verification, and hazard reduction requirements discussed in Chapter 8, and the reporting requirement discussed above.



At least quarterly, SNRHA must also report an updated list of the addresses of units receiving assistance under the HCV program to the same public health department(s), unless the public health department(s) states that it does not wish to receive such a report.

SNRHA Policy

SNRHA shall submit a listing of units with children age 6 and under for cross referencing.

PART VIII: DETERMINATION OF INSUFFICIENT FUNDING

14-VIII.A. OVERVIEW

The HCV regulations allow SNRHA to deny families permission to move (which includes portability) and to terminate Housing Assistance Payments (HAP) contracts if funding under the consolidated ACC is insufficient to support continued assistance [24 CFR 982.354(e)(1) and 982.454]. If a PHA denies a family a portability move based on insufficient funding, SNRHA is required to notify the local HUD office within 10 business days [24 CFR 982.354]. Insufficient funding may also impact SNRHA's ability to issue vouchers to families on the waiting list. This part discusses the methodology SNRHA will use to determine whether or not SNRHA has sufficient funding to issue vouchers, approve moves, and to continue subsidizing all families currently under a HAP contract.

14-VIII.B. METHODOLOGY

SNRHA Policy

SNRHA will determine whether there is adequate funding to issue vouchers, approve moves to higher cost units and areas, and continue subsidizing all current participants by comparing SNRHA's annual budget authority to the annual total HAP needs on a monthly basis. The total HAP needs for the calendar year will be projected by establishing the actual HAP costs year to date. To that figure, SNRHA will add anticipated HAP expenditures for the remainder of the calendar year. Projected HAP expenditures will be calculated by multiplying the projected number of units leased per remaining months by the most current month's average HAP. The projected number of units leased per month will take into account the average monthly turnover of participant families. If the total annual HAP needs equal or exceed the annual budget authority, or if SNRHA cannot support the cost of the proposed subsidy commitment (voucher issuance or move) based on the funding analysis, SNRHA will be considered to have insufficient funding.

PART IX: NOTIFICATION REGARDING APPLICABLE PROVISIONS OF THE VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT OF 2005 (VAWA)

14-IX.A. NOTIFICATION TO PARTICIPANTS [Pub.L. 109-162]

VAWA requires SNRHA to notify public housing program participants of their rights under this law, including their right to confidentiality and the limits thereof.

SNRHA Policy



SNRHA will provide all participants with notification of their protections and rights under VAWA at the time of admission and at annual reexaminations.

The notice will explain the protections afforded under the law, inform the participant of SNRHA confidentiality requirements, and provide contact information for local victim advocacy groups or service providers.

A copy of the notice of occupancy rights under VAWA to housing choice voucher program applicants and participants who are or have been victims of domestic violence, dating violence, sexual assault, or stalking (Form HUD-5380, see Addendum G)

A copy of form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation (see Addendum I)

A copy of the PHA's emergency transfer plan (Exhibit 16-3)

A copy of HUD's Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, Form HUD-5383 (Exhibit 16-4)

The National Domestic Violence Hot Line: 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY) (included in Exhibits 16-1 and 16-2)

Contact information for local victim advocacy groups or service providers

14-IX.B. NOTIFICATION TO APPLICANTS

SNRHA Policy

SNRHA will provide all applicants with notification of their protections and rights under VAWA at the time they request an application for housing assistance.

The notice will explain the protections afforded under the law, inform each applicant of SNRHA confidentiality requirements, and provide contact information for local victim advocacy groups or service providers.

A copy of the notice of occupancy rights under VAWA to housing choice voucher program applicants and participants who are or have been victims of domestic violence, dating violence, sexual assault, or stalking (Form HUD-5380, see Addendum G)

A copy of form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation (see Addendum I)

A copy of the PHA's emergency transfer plan (Exhibit 16-3)

A copy of HUD's Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, Form HUD-5383 (Exhibit 16-4)

The National Domestic Violence Hot Line: 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY) (included in Exhibits 16-1 and 16-2)

Contact information for local victim advocacy groups or service providers

14-IX.C. NOTIFICATION TO OWNERS AND MANAGERS [Pub.L. 109-162]



VAWA requires SNRHA to notify owners and managers of their rights and responsibilities under this law.

SNRHA Policy

SNRHA may utilize any or all of the following means to notify owners and managers of their VAWA responsibilities:

- As appropriate in day to day interactions with owners and managers.
- Inserts in HAP payments, 1099s, owner workshops, classes, orientations, and/or newsletters.
- Signs in SNRHA lobby and/or mass mailings which include model VAWA certification forms.

14-IX.D. CONFLICTING DOCUMENTATION [24 CFR 5.2007(e)]

- In cases where the PHA receives conflicting certification documents from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, the PHA may determine which is the true victim by requiring each to provide acceptable third-party documentation, as described below (forms 2 and 3). The PHA must honor any court orders issued to protect the victim or to address the distribution of property.
- PHA Policy
- If presented with conflicting certification documents (two or more versions of HUD-5382 [See Addendum I]) from members of the same household, the PHA will attempt to determine which is the true victim by requiring each of them to provide third-party documentation in accordance with 24 CFR 5.2007(e) and by following any HUD guidance on how such determinations should be made.

14-IX.E. CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

If a participant asserts VAWA's protection, staff can ask the participant to certify that he or she is a victim of domestic violence, dating violence, sexual assault, or stalking. You are not required to demand official documentation and may rely upon the victim's statement alone. SNRHA shall allow 14 days business days for the participant to submit their documentation. An extension of this timeline shall be provide up to another 10 calendar days if requested. A participant can certify that he or she is a victim by providing any one of the following three documents:

- A completed, signed HUD –approved Certification Form (HUD-5382.) This form is available online at <http://www.hud.gov/offices/adm/hudclips/> or See Addendum i)
- A statement from the victim service provider, attorney or medical professional who has helped the victim address incidents of domestic, dating violence, sexual assault, or stalking. The professional must state that he or she believes that the incidents of abuse are real. **Both the victim and the professional must sign the statement under penalty of perjury.**



- A police or court record, such as a protective order.

Confidentiality:

SNRHA must keep confidential any information a participant provides to certify that he or she is a victim of domestic violence, dating violence, sexual assault, or stalking. This information cannot be entered into a shared data base or reveal it to outside entities unless:

- **The participant provides written permission releasing the information.**
- **The information is required for use in an eviction proceeding, such as to evict the abuser.**
- **Release of the information is otherwise required by law.**
- **VAWA and Other Laws**

VAWA does not replace any federal, state or local laws that provide greater protection for victims of domestic violence, dating violence, sexual assault, or stalking.



Chapter 15

SPECIAL HOUSING TYPES [24 CFR 982 Subpart M]

INTRODUCTION

SNRHA may permit a family to use any of the special housing types discussed in this chapter. However, SNRHA is not required to permit families receiving assistance in its jurisdiction to use these housing types, except that SNRHA must permit use of any special housing type if needed as a reasonable accommodation for a person with a disability. SNRHA also may limit the number of families who receive HCV assistance in these housing types and cannot require families to use a particular housing type. No special funding is provided for special housing types.

SNRHA Policy

With the exception of the HCV Homeownership Program, families will not be permitted to use any special housing types, unless use is needed as a reasonable accommodation so the program is readily accessible to a person with disabilities.

Special housing types include single room occupancy (SRO), congregate housing, group homes, shared housing, cooperative housing, manufactured homes where the family owns the home and leases the space, and homeownership [24 CFR 982.601].

This chapter consists of the following seven parts. Each part contains a description of the housing type and any special requirements associated with it. Except as modified by this chapter, the general requirements of the HCV program apply to special housing types.

Part I: Single Room Occupancy

Part II: Congregate Housing

Part III: Group Homes

Part IV: Shared Housing

Part V: Cooperative Housing

Part VI: Manufactured Homes (including manufactured home space rental)

Part VII: Homeownership

PART I: SINGLE ROOM OCCUPANCY

[24 CFR 982.602 through 982.605]

15-I.A. OVERVIEW

A Single Room Occupancy (SRO) unit provides living and sleeping space for the exclusive use of the occupant but requires the occupant to share sanitary and/or food preparation facilities with others. More than one person may not occupy an SRO unit. HCV regulations do not limit the number of units in an SRO facility, but the size of a facility may be limited by local ordinances.



When providing HCV assistance in an SRO unit, a separate lease and HAP contract are executed for each assisted person, and the standard form of the HAP contract is used.

15-I.B. PAYMENT STANDARD, UTILITY ALLOWANCE, AND HAP CALCULATION

The payment standard for SRO housing is 75 percent of the 0-bedroom payment standard amount on SNRHA's payment standard schedule.

The utility allowance for an assisted person residing in SRO housing is 75 percent of the zero bedroom utility allowance.

The HAP for an assisted occupant in an SRO facility is the lower of the SRO payment standard amount minus the TTP or the gross rent for the unit minus the TTP.

15-I.C. HOUSING QUALITY STANDARDS (HQS)

HQS requirements described in Chapter 8 apply to SRO housing except as modified below.

- *Access:* Access doors to the SRO unit must have working locks for privacy. The occupant must be able to access the unit without going through any other unit. Each unit must have immediate access to two or more approved means of exit from the building, appropriately marked and leading to safe and open space at ground level. The SRO unit must also have any other means of exit required by State or local law.
- *Fire Safety:* All SRO facilities must have a sprinkler system protecting major spaces. "Major spaces" are defined as hallways, common areas, and any other areas specified in local fire, building, or safety codes. SROs must also have hard-wired smoke detectors, and any other fire and safety equipment required by state or local law.

Sanitary facilities and space and security standards must meet local code requirements for SRO housing. In the absence of local code standards the requirements discussed below apply [24 CFR 982.605].

Sanitary Facilities: At least one flush toilet can be used in privacy, a lavatory basin, and a bathtub or shower in proper operating condition must be provided for each six persons (or fewer) residing in the SRO facility. If the SRO units are leased only to men, flush urinals may be substituted for up to one half of the required number of toilets. Sanitary facilities must be reasonably accessible from a common hall or passageway, and may not be located more than one floor above or below the SRO unit. They may not be located below grade unless the SRO units are located on that level.

- *Space and Security:* An SRO unit must contain at least 110 square feet of floor space, and at least four square feet of closet space with an unobstructed height of at least five feet, for use by the occupant. If the closet space is less than four square feet, the habitable floor space in the SRO unit must be increased by the amount of the deficiency. Exterior doors and windows accessible from outside the SRO unit must be lockable.

Because no children live in SRO housing, the housing quality standards applicable to lead-based paint do not apply.



PART II: CONGREGATE HOUSING

[24 CFR 982.606 through 982.609]

15-II.A. OVERVIEW

Congregate housing is intended for use by elderly persons or persons with disabilities. A congregate housing facility contains a shared central kitchen and dining area and a private living area for the individual household including at least a living room, bedroom and bathroom. Food service for residents must be provided.

If approved by SNRHA, a family member or live-in aide may reside with the elderly person or person with disabilities. SNRHA must approve a live-in aide if needed as a reasonable accommodation so the program is readily accessible to and usable by persons with disabilities.

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

15-II.B. PAYMENT STANDARD, UTILITY ALLOWANCE, AND HAP CALCULATION

The payment standard for an individual unit in a congregate housing facility is based on the number of rooms in the private living area. If there is only one room in the unit (not including the bathroom or the kitchen, if a kitchen is provided), SNRHA must use the payment standard for a 0-bedroom unit. If the unit has two or more rooms (other than the bathroom and the kitchen), SNRHA must use the one-bedroom payment standard.

The HAP for an assisted occupant in a congregate housing facility is the lower of the applicable payment standard minus the TTP or the gross rent for the unit minus the TTP.

The gross rent for the unit for the purpose of calculating HCV assistance is the shelter portion (including utilities) of the resident's monthly housing expense only. The residents' costs for food service should not be included in the rent for a congregate housing unit.

15-II.C. HOUSING QUALITY STANDARDS

HQS requirements as described in Chapter 8 apply to congregate housing except for the requirements stated below.

Congregate housing must have (1) a refrigerator of appropriate size in the private living area of each resident; (2) a central kitchen and dining facilities located within the premises and accessible to the residents, and (3) food service for the residents, that is not provided by the residents themselves.

The housing quality standards applicable to lead-based paint do not apply.



PART III: GROUP HOME

[24 CFR 982.610 through 982.614 and HCV GB p. 7-4]

15-III.A. OVERVIEW

A group home is a state-licensed facility intended for occupancy by elderly persons and/or persons with disabilities. Except for live-in aides, all persons living in a group home, whether assisted or not, must be elderly persons or persons with disabilities. Persons living in a group home must not require continuous medical or nursing care.

A group home consists of bedrooms for residents, which can be shared by no more than two people, and a living room, kitchen, dining area, bathroom, and other appropriate social, recreational, or community space that may be shared with other residents.

No more than 12 persons may reside in a group home including assisted and unassisted residents and any live-in aides.

If approved by SNRHA, a live-in aide may live in the group home with a person with disabilities. SNRHA must approve a live-in aide if needed as a reasonable accommodation so the program is readily accessible to and usable by persons with disabilities.

When providing HCV assistance in a group home, a separate lease and HAP contract is executed for each assisted family, and the standard form of the HAP contract is used.

15-III.B. PAYMENT STANDARD, UTILITY ALLOWANCE, AND HAP CALCULATION

Unless there is a live-in aide, the family unit size for an assisted occupant of a group home must be 0- or 1-bedroom, depending on SNRHA's subsidy standard. If there is a live-in aide, the aide must be counted in determining the household's unit size.

The payment standard used to calculate the HAP is the lower of the payment standard for the family unit size or the prorata share of the payment standard for the group home size. The prorata share is calculated by dividing the number of persons in the assisted household by the number of persons (assisted and unassisted) living in the group home.

The HAP for an assisted occupant in a group home is the lower of the payment standard minus the TTP or the gross rent minus the TTP.

The utility allowance for an assisted occupant in a group home is the prorata share of the utility allowance for the group home.

The rents paid for participants residing in group homes are subject to generally applicable standards for rent reasonableness. The rent for an assisted person must not exceed the prorata portion of the reasonable rent for the group home. In determining reasonable rent, SNRHA should consider whether sanitary facilities and facilities for food preparation and service are common facilities or private facilities.



15-III.C. HOUSING QUALITY STANDARDS

HQS requirements described in Chapter 8 apply to group homes except for the requirements stated below.

- *Sanitary Facilities:* A group home must have at least one bathroom in the facility, with a flush toilet that can be used in privacy, a fixed basin with hot and cold running water, and a shower or bathtub with hot and cold running water. A group home may contain private or common bathrooms. However, no more than four residents can be required to share a bathroom.
- *Food Preparation and Service:* Group home units must contain a kitchen and dining area with adequate space to store, prepare, and serve food. The facilities for food preparation and service may be private or may be shared by the residents. The kitchen must contain a range, an oven, a refrigerator, and a sink with hot and cold running water. The sink must drain into an approvable public or private disposal system.
- *Space and Security:* Group homes must contain at least one bedroom of appropriate size for every two people, and a living room, kitchen, dining area, bathroom, and other appropriate social, recreational, or community space that may be shared with other residents.
- *Structure and Material:* To avoid any threat to the health and safety of the residents, group homes must be structurally sound. Elevators must be in good condition. Group homes must be accessible to and usable by residents with disabilities.
- *Site and Neighborhood:* Group homes must be located in a residential setting. The site and neighborhood should be reasonably free from hazards to the health, safety, and general welfare of the residents, and should not be subject to serious adverse conditions, such as:
 - Dangerous walks or steps
 - Instability
 - Flooding, poor drainage
 - Septic tank back-ups
 - Sewage hazards
 - Mud slides
 - Abnormal air pollution
 - Smoke or dust
 - Excessive noise
 - Vibrations or vehicular traffic
 - Excessive accumulations of trash
 - Vermin or rodent infestation, and
 - Fire hazards.

The housing quality standards applicable to lead-based paint do not apply.



PART IV: SHARED HOUSING

[24 CFR 982.615 through 982.618]

15-IV.A. OVERVIEW

Shared housing is a single housing unit occupied by an assisted family 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 family.

An assisted family 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 family.

If approved by SNRHA, a live-in aide may reside with the family to care for a person with disabilities. SNRHA 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 family, and the standard form of the HAP contract is used.

15-IV.B. PAYMENT STANDARD, UTILITY ALLOWANCE, AND HAP CALCULATION

The payment standard for a family in shared housing is the lower of the payment standard for the family 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 family in the private space by the total number of bedrooms in the unit.

The HAP for a family in shared housing is the lower of the payment standard minus the TTP or the gross rent minus the TTP. The utility allowance for an assisted family living in shared housing is the prorata share of the utility allowance for the shared housing unit.

The rents paid for families living in shared housing are subject to generally applicable standards for rent reasonableness. The rent paid to the owner for the assisted family must not exceed the pro-rata portion of the reasonable rent for the shared unit. In determining reasonable rent, SNRHA should consider whether sanitary and food preparation areas are private or shared.

15-IV.C. HOUSING QUALITY STANDARDS

SNRHA 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 family under its lease, meets the housing quality standards.

HQS requirements described in Chapter 8 apply to shared housing except for the requirements stated below.

- *Facilities Available for the Family:* Facilities available to the assisted family, whether shared or private, must include a living room, a bathroom, and food preparation and refuse disposal facilities.



- *Space and Security*: The entire unit must provide adequate space and security for all assisted and unassisted residents. The private space for each assisted family must contain at least one bedroom for each two persons in the family. The number of bedrooms in the private space of an assisted family must not be less than the family unit size. A 0-bedroom or 1-bedroom unit may not be used for shared housing.

PART V: COOPERATIVE HOUSING

[24 CFR 982.619]

15-V.A. OVERVIEW

This part applies to rental assistance for a cooperative member residing in cooperative housing. It does not apply to assistance for a cooperative member who has purchased membership under the HCV homeownership option, or to rental assistance for a family that leases a cooperative housing unit from a cooperative member.

A cooperative is a form of ownership (nonprofit corporation or association) in which the residents purchase memberships in the ownership entity. Rather than being charged “rent” a cooperative member is charged a “carrying charge.”

When providing HCV assistance in cooperative housing, the standard form of the HAP contract is used.

15-V.B. PAYMENT STANDARD, UTILITY ALLOWANCE AND HAP CALCULATION

The payment standard and utility allowance are determined according to regular HCV program requirements.

The HAP for a cooperative housing unit is the lower of the payment standard minus the TTP or the monthly carrying charge for the unit, plus any utility allowance, minus the TTP. The monthly carrying charge includes the member’s share of the cooperative debt service, operating expenses, and necessary payments to cooperative reserve funds. The carrying charge does not include down payments or other payments to purchase the cooperative unit or to amortize a loan made to the family for this purpose.

15-V.C. HOUSING QUALITY STANDARDS

All standard HQS requirements apply to cooperative housing units. There are no additional HQS requirements.

PART VI: MANUFACTURED HOMES

[24 CFR 982.620 through 982.624]

15-VI.A. OVERVIEW

A manufactured home is a manufactured structure, transportable in one or more parts, that is built on a permanent chassis, and designed for use as a principal place of residence. HCV-assisted families may occupy manufactured homes in two different ways.



(1) A family can choose to rent a manufactured home already installed on a space and SNRHA must permit it. In this instance program rules are the same as when a family rents any other residential housing, except that there are special HQS requirements as provided in 15-VI.D below.

(2) HUD also permits an otherwise eligible family that owns a manufactured home to rent a space for the manufactured home and receive HCV assistance with the rent for the space. SNRHA may, but is not required to, provide assistance for such families.

15-VI.B. SPECIAL POLICIES FOR MANUFACTURED HOME OWNERS WHO LEASE A SPACE

Family Income

In determining the annual income of families leasing manufactured home spaces, the value of the family's equity in the manufactured home in which the family resides is not counted as a family asset.

Lease and HAP Contract

There is a separate Tenancy Addendum (Form 52642-a) and separate HAP Contract (Form 52642) for this special housing type.

15-VI.C. PAYMENT STANDARD, UTILITY ALLOWANCE AND HAP CALCULATION

Payment Standards

The FMR for a manufactured home space is generally 40 percent of the published FMR for a 2-bedroom unit or, where approved by HUD, the 40th percentile of the rental distribution of manufactured home spaces for the FMR area. SNRHA may establish a payment standard for manufactured home spaces that is between 90-110 percent of the FMR for manufactured home spaces.

Utility Allowance

SNRHA must establish utility allowances for manufactured home space rental. For the first 12 months of the initial lease term only, the allowance must include an amount for a utility hook-up charge if the family actually incurred a hook-up charge because of a move. This allowance will not be given to a family that leases in place. Utility allowances for manufactured home space must not include the costs of digging a well or installing a septic system.

Space Rent

The space rent is the sum of the rent to the owner for the manufactured home space, any charges for maintenance and management provided by the owner, and the utility allowance for tenant-paid utilities.

Housing Assistance Payment

The HAP for a manufactured home space under the housing choice voucher program is the lower of the payment standard minus the TTP or the (gross) manufactured home space rent minus the TTP.



Rent Reasonableness

Initially, and annually thereafter SNRHA must determine that the rent for the manufactured home space is reasonable based on rents for comparable manufactured home spaces. SNRHA must consider the location and size of the space, and any services and maintenance to be provided by the owner. By accepting the monthly HAP check, the owner certifies that the rent does not exceed rents charged by the owner for comparable unassisted spaces in the manufactured home park or elsewhere.

15-VI.D. HOUSING QUALITY STANDARDS

Under either type of occupancy described in 15-VI.A above, the manufactured home must meet all HQS performance requirements and acceptability criteria discussed in Chapter 8 of this plan. In addition, the following requirement applies:

Manufactured Home Tie-Down

A manufactured home must be placed on the site in a stable manner, and must be free from hazards such as sliding or wind damage. The home must be securely anchored by a tie-down device that distributes and transfers the loads imposed by the unit to appropriate ground anchors to resist overturning and sliding.

PART VII. HOMEOWNERSHIP

[24 CFR 982.625 through 982.643]

15-VII.A. OVERVIEW [24 CFR 982.625]

The homeownership option is used to assist a family residing in a home purchased and owned by one or more members of the family. A family assisted under this option will be an existing participant in the HCV tenant-based program, and must be in good standing. SNRHA has demonstrated the capacity to operate a successful HCV homeownership program as defined by the regulations and will use financial instruments that are recognized and accepted by governmental agencies or the secondary market of Fannie Mae, Freddie Mac or FHA.

Except in the case of reasonable accommodation, there is only one form of homeownership assistance currently available that SNRHA may offer under this option and that is monthly homeownership assistance payments.

SNRHA may offer homeownership assistance if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities or elderly. It is the sole responsibility of SNRHA to determine whether it is reasonable to implement a homeownership program as a reasonable accommodation. SNRHA must determine what is reasonable based on the specific circumstances and individual needs of the person with a disability.

SNRHA will review request for reasonable accommodations and may 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.



Criteria to be used to demonstrate SNRHA capacity:

- SNRHA requires the financing for purchase of a home under its Housing Choice Voucher homeownership program complies with secondary mortgage market requirements; or complies with generally accepted private sector underwriting standards.
- SNRHA reserves the right to impose additional criteria on the financial instruments, depending on family circumstances or changes in the homeownership market. SNRHA will offer only the monthly homeownership assistance payments at this time

15-VII.B. FAMILY ELIGIBILITY [24 CFR 982.627]

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

- The family must have been admitted to the Housing Choice Voucher program for at least one year.
- The family must qualify as a first-time homeowner, or may be a cooperative member.
- The non-disabled/elderly family must meet the Federal minimum income requirement. The family must have a gross annual income equal to the Federal minimum wage multiplied by 2000, based on the income of adult family members who will own the home. SNRHA may establish a higher income standard for families. However, a family that meets the federal minimum income requirement (but not SNRHA's requirement) will be considered to meet the minimum income requirement if it can demonstrate that it has been pre-qualified or pre-approved for financing that is sufficient to purchase an eligible unit. Welfare assistance can not be used to determine minimum income requirements.
- For disabled families, the minimum income requirement is equal to the current SSI monthly payment for an individual living alone, multiplied by 12.
- For elderly or disabled families, welfare assistance payments for adult family members who will own the home will be included in determining whether the family meets the minimum income requirement. It will not be included for other families.
- The family must satisfy the employment requirements by demonstrating that one or more adult members of the family who will own the home at commencement of homeownership assistance is currently employed on a full-time basis (the term 'full-time employment' means not less than an average of 30 hours per week); and has been continuously so employed during the year before commencement of homeownership assistance for the family. Continuously employed shall be defined as a break for no more than two months during a consecutive 12 month period.
- The employment requirement does not apply to elderly and disabled families. In addition, if a family, other than an elderly or disabled family includes a person with disabilities, SNRHA must grant an exemption from the employment requirement if SNRHA determines that it is needed as a reasonable accommodation.
- The family does not owe money to SNRHA or any other PHA.



- The family has not committed any serious or repeated violations of a SNRHA-assisted lease within the past year.
- The family is in good standing with all terms of the family obligations and has been so for at least one year.
- The family has not defaulted on a mortgage securing debt to purchase a home under the homeownership option.
- Except for cooperative members who have acquired cooperative membership shares prior to commencement of homeownership assistance, no family member has a present ownership interest in a residence at the commencement of homeownership assistance for the purchase of any home.
- The family must attend all scheduled training and referral service meetings.
- The family must report all changes in income and family composition with 10 calendar days of said change, in writing.
- The family must choose lenders where underwriting criteria comply with basic mortgage lending. No predatory lending practices will be approved in this program.
- The family must select an existing home within Clark County, the City of Las Vegas or North Las Vegas or under construction at the time the participant enters into a Contract of Sell.
- Except for cooperative members who have acquired cooperative membership shares prior to the commencement of homeownership assistance, the family has entered a contract of sale in accordance with 24 CFR 982.631(c).
- The family must provide SNRHA with a copy of the contract of sale; proof of hazard insurance; insurance credit underwriting requirements for FHA – insured single family mortgage loans. (HUD Handbook 4155.1)
- The home must pass an initial SNRHA HQS inspection. The family must also have an independent professional home inspection to inspect the home to identify physical defects and the condition of major building systems and components. A copy of the independent inspection report must be given to SNRHA. The family must pay for the independent inspection. Any failed items in an Independent inspection may be grounds to deny the contract of homeownership from being signed.
- The seller is responsible for completing necessary pre-purchase repairs.
- The selected home must be a one unit property or single dwelling unit in a cooperative or condominium.
- The family must agree to complete a pre-homeownership counseling program and post training, as required.
- The family must provide evidence of payment of taxes and homeowner’s insurance annually.
- The family must sign a contract of Homeownership Obligations



- The family must notify SNRHA of any foreclosure notices or late notices received from their lenders within 10 calendar days of receiving said notice. If client receives more than three (3) late notices that were more than 30 calendar days delinquent within a calendar year, the participant must attend post homeownership counseling or shall be terminated from the HCV Homeownership program.
- The family does not owe SNRHA or any other PHA a bad debt.
- The family must participate and graduate from FSS, except for the elderly and disabled.

15-VII.C. SELECTION OF FAMILIES [24 CFR 982.626]

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

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

SNRHA has designated one hundred fifty (150) vouchers to be used in the homeownership program. SNRHA reserves the right to adjust the number of vouchers available depending on the capacity of SNRHA and changes in the market. SNRHA may exceed the number of units planned if it is necessary as a reasonable accommodation for a person with a disability. If this occurs, SNRHA reserves the right to reduce the number of homeownership units offered in subsequent years.

Within preference and non-preference categories, families will be selected according to the date and time of their application for participating in the homeownership option approved by SNRHA.

All families must meet eligibility requirements as defined in Section 15-VII.B of this plan.

15-VII.D. ELIGIBLE UNITS [24 CFR 982.628]

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

- The unit must meet HUD's "eligible housing" requirements. The unit may not be any of the following:
 - A public housing or Indian housing unit (except as approved by HUD)
 - A unit receiving Section 8 project-based assistance;
 - A nursing home, board and care home, or facility providing continual psychiatric, medical or nursing services;
 - A college or other school dormitory;
 - On the grounds of penal, reformatory, medical, mental, or similar public or private institutions.
 - Rent to own units.



- The unit must be under construction (footer poured and in place) or already exist at the time the family enters into the contract of sale.
- The unit must be a one-unit property or a single dwelling unit in a cooperative or condominium.
- The unit must have been inspected by SNRHA and by an independent inspector designated by the family.
- The unit must meet Housing Quality Standards (see Chapter 8).
- For a unit where the family will not own fee title to the real property (such as a manufactured home), the home must have a permanent foundation and the family must have the right to occupy the site for at least 40 years.

For SNRHA-owned units all of the following conditions must be satisfied:

- SNRHA informs the family, both orally and in writing, that the family has the right to purchase any eligible unit and a SNRHA-owned unit is freely selected by the family without SNRHA pressure or steering;
- The unit is not ineligible housing;
- SNRHA obtains the services of an independent agency to inspect the unit for compliance with HQS, review the independent inspection report, review the contract of sale, determine the reasonableness of the sales price and any SNRHA provided financing. All of these actions must be completed in accordance with program requirements.

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

15-VII.E. ADDITIONAL SNRHA REQUIREMENTS FOR SEARCH AND PURCHASE [24 CFR 982.629]

It is the family's responsibility to find a home that meets the criteria for voucher homeownership assistance. SNRHA may establish the maximum time that will be allowed for a family to locate and purchase a home, and may require the family to report on their progress in finding and purchasing a home.

If the family is unable to purchase a home within the maximum time established by SNRHA, SNRHA may provide additional time for the family to search. Documentation requesting the additional time will be provided by the family.

SNRHA Policy

The family will be allowed 120 calendar days to identify a unit and submit a sales contract to SNRHA for review. The family will be allowed an additional 120 calendar days to close on the home. SNRHA may grant extensions to either of these periods as a reasonable accommodation. The length of the extension(s) will be determined on a case-by-case, but in no case will an extension exceed a total of 120 calendar days. The maximum amount of time a family will given to locate and complete the purchase of a home under the homeownership option is 240 calendar days, unless a reasonable accommodation is requested and approved.



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

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

The family will be required to report their progress on locating and purchasing a home to SNRHA every 30 calendar days until the home is purchased.

If the participant family cannot complete the purchase of a unit within the maximum required time frame, and is not receiving rental assistance under a HAP contract at the time the search and purchase time period expires, the family will be allowed to lease a unit and remain in the rental program, so long as they are still in good standing with the program.

15-VII.F. HOMEOWNERSHIP COUNSELING [24 CFR 982.630]

Before commencement of homeownership assistance for a family, the family must attend and satisfactorily complete the pre-assistance homeownership and housing counseling program required by SNRHA and be a graduate of the Family Self-Sufficiency Program, except elderly or disabled. HUD suggests the following topics for SNRHA-required pre-assistance counseling:

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

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

SNRHA may also offer additional counseling after commencement of homeownership assistance (ongoing counseling). If SNRHA offers a program of ongoing counseling for participants in the



homeownership option, SNRHA shall have discretion to determine whether the family is required to participate in the ongoing counseling.

If SNRHA does not use a HUD-approved housing counseling agency to provide the counseling, SNRHA will ensure that its counseling program is consistent with the counseling provided under HUD's Housing Counseling program.

SNRHA Policy

SNRHA shall require all participants to attend a HUD-Certified Counseling Program.

SNRHA may require all families to attend and complete post-purchase ongoing homeownership counseling, if there are payment concerns.

All families wishing to participate in the Homeownership Program must complete a minimum of the regular eight hours of pre-purchase homeownership counseling and any individually required HUD approved counseling sessions.

DOWN PAYMENT REQUIREMENTS

- A minimum down payment as required by the lender of three (3) percent from the participant, of which one (1) percent must be from the participant's personal resources.

FINANCIAL REQUIREMENTS

- The family must secure its own financing for the home purchase with an approval lender. The participant must submit a mortgage approval letter.
- SNRHA will not directly or indirectly make choices of lenders although we may provide participants with a list of multiple approved lenders as a tool.
- SNRHA must review and approve the lender contract, prior to signing participants Housing Choice Voucher Homeownership contract to ensure it does not have any predatory lending and the family can afford the proposed financing.
- No balloon payment or variable interest rate mortgages will be approved.
- Neither SNRHA nor HUD will guarantee any mortgage financed under this program.
- Contract of sale must contain a seller certification that the seller is not debarred, suspended, or subject to a limited denial of participation under 24 CFR; Part 24.

PAYMENT GENERAL

- Once SNRHA executes a Contract of Homeownership Obligations with the participant, which will occur after all documents, inspections and contracts have been received and approved, Housing Assistance Payments (HAP) will be made to the participant payable to the participant on the first (1st) of each month.
- Housing Choice Voucher Program payment will equal the lower of (1) the payment standard minus the total tenant payment; or the family's monthly homeownership expenses minus the total tenant payment. In determining the amount of the homeownership assistance payment, SNRHA will use the same payment standard, utility allowance, payment standard and subsidy assistance as used in the Housing Choice Voucher Program.



- The family is responsible for the monthly homeownership expenses not reimbursed by the HAP. Repeated late payments to the lender shall result in the participant's termination. Repeated is defined as "two late payments within 6 months consecutive period. The family will be referred to post-counseling if late payments are verified. If the family refuses to attend, the family shall be terminated. (See Chapter 12)
- SNRHA must use the UA schedule and payment standard applicable to the Housing Choice Voucher Rental Program. Occupancy standards shall not change after commencement of the contract.
- A family that defaults on their mortgage must reapply for the Housing Choice Voucher tenant-based program to receive Housing Choice Voucher rental assistance. They will not be considered under continuous occupancy.

FAMILY OBLIGATIONS

- Homeownership assistance will be paid only while the family is residing in the home.
- The family must comply with the following family obligations:
 - ***Ongoing counseling*** – referred as required to ensure no foreclosures.
 - ***Compliance with mortgage*** – Must comply with the terms of the mortgage securing debt incurred to purchase the home and any refinancing of such debt.
 - ***Prohibition against conveyance or transfer of home*** – (i) So long as the family is receiving homeownership assistance, use and occupancy of the home is subject to §982.551(h) and (I). The family may not sell, convey or transfer any interest in the home to any entity or person other than a member of the assisted family residing in the home.
 - (ii) In the case of assistance for a homeowner, the family may grant a mortgage on the home for debt incurred to finance purchase of the home or any refinancing of such debt.
 - (iii) Upon death of a family member who holds, in whole or in part, title to the home or ownership of cooperative membership shares for the home, home ownership assistance may continue pending settlement of the descendant's estate, notwithstanding transfer of title by operation of law to the descendant's executor or legal representative, so long as the home is solely occupied by remaining family members in accordance with §982.55(h).
 - ***Supplying required information*** – (i) The family must supply required information to SNRHA in accordance with 982.551(b).
 - (ii) In addition to other required information, the family must supply any information, as required by SNRHA or HUD concerning:
 - A. Any mortgage or other debt incurred to purchase the home, and any refinancing of such debt (including information needed to determine whether the family has defaulted on the debt, and the nature of any such default), and information on any satisfaction or payment of the mortgage debt;
 - B. Any sale or other transfer of any interest in the home; or



C. The family's home ownership expenses.

- **Notice of move out** – The family must notify SNRHA before the family moves out of the home or put the home up for sell. SNRHA prohibits moves within the first five years under the program.
- **Notice of Mortgage Default** – The family must notify SNRHA if the family defaults on a mortgage securing any debt incurred to purchase the home.
- **Must provide annually statement of mortgage payment to verify payments are made on time each month.** This will be submitted at annual recertification.
- All other Housing Voucher Program family HUD required family obligations.

Denial/Termination of Assistance

- SNRHA may deny permission to move or continue with HAP payments, in accordance with Section 24 CFR 982.552, including termination of assistance for violation of any family obligations described in Section 24 CFR 982.632 and/or in SNRHA's Housing Choice Voucher Administrative Plan, Chapter 15 "Denial/Termination of Assistance".
- Homeownership Participants who opt out of this program or who are terminated must reapply for Housing Choice Voucher Tenant-Based Assistance if they choose, only when the wait list is opened.
- SNRHA will further terminate assistance for any member of the family that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage securing debt incurred to purchase the home, or any refinancing of such debt.

ADDITIONAL REQUIREMENTS

- Annual re-exams will be conducted and appropriate adjustments made.
- Two late mortgage payments within six- (6) month period may result in required post counseling for which the client must attend or be terminated from the HCV Homeownership program.

OTHER ITEMS

- SNRHA will earn the same administrative fees as in the tenant-based rental program for each month that home ownership assistance is paid.
- The family must provide SNRHA with a copy of the contract of sale.
- Head of household and any spouse of the head of household that has previously defaulted on a mortgage obtained through the home ownership option are barred from receiving future Housing Choice Voucher homeownership assistance.
- Prohibition on ownership interest on second residence: During the time the family receives homeownership assistance, no family member may have any ownership interest in any other residential property [24CFR 982.633 (7).]



Homeownership Expenses

SNRHA has established the following allowances to be used in determining expenses for all homeownership families. Current participants shall have previously approved allowances decreased at their second annual recertification date after this policy change (2015) (real estate Taxes, Home Insurance, Allowances for major repairs, and Maintenance allowance. Deductions are:

- Principle and Interest on initial mortgage
- Utility Allowance
- Current participants with current HOA allowances as of July 2012 shall be grandfathered to allow the allowance to remain for condos only. All future participants shall not receive HOA allowances. SNRHA shall not pay increased subsidy towards mortgage loans as a result of equity loan after the initial contract or any other increases in mortgage debt amounts.
- SNRHA shall decrease subsidy assistance when refinancing of the mortgage results in lowered payments.

15-VII.G. HOME INSPECTIONS, CONTRACT OF SALE, AND SNRHA DISAPPROVAL OF SELLER [24 CFR 982.631]

Home Inspections

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

HQS Inspections may be completed after closing but prior to contract effective date of the HAP contract. However, we will require a passed HQS Inspection.

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

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

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

SNRHA shall not conduct annual HQS inspections on homeownership units after the first initial Inspection.

Contract of Sale

Before commencement of monthly homeownership assistance payments, a member or members of the family (one must be head of household) must enter into a contract of sale with the seller of the unit to be acquired by the family. The family must give SNRHA a copy of the contract of sale. The contract of sale must:



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

Disapproval of a Seller

In its administrative discretion, SNRHA may deny approval of a seller for the same reasons a SNRHA may disapprove an owner under the regular HCV program [see 24 CFR 982.306(c)].

15-VII.H. FINANCING [24 CFR 982.632]

SNRHA may establish requirements for financing purchase of a home under the homeownership option. This may include requirements concerning qualification of lenders, terms of financing, restrictions concerning debt secured by the home, lender qualifications, loan terms, and affordability of the debt. SNRHA must establish policies describing these requirements in the administrative plan.

SNRHA Policy

As a check against predatory lending, SNRHA will review the financing and refinancing of each purchase transaction, including estimated closing cost. SNRHA will not approve loans for features, such as balloon payments, adjustable rate mortgages, and unusually high interest rates. SNRHA will not approve any loans that contain predatory practices. SNRHA also will not approve “seller financing” or “owner held” mortgages. Beyond these basic criteria, SNRHA will rely on the lenders or the secondary market to determine the loan that will be affordable to program participants.

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

15-VII.I. CONTINUED ASSISTANCE REQUIREMENTS; FAMILY OBLIGATIONS [24 CFR 982.633]

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

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

The family must comply with the following obligations:

- The family must comply with the terms of the mortgage securing debt incurred to purchase the home, or any refinancing of such debt.



- The family may not convey or transfer ownership of the home, except for purposes of financing, refinancing, or pending settlement of the estate of a deceased family member. Use and occupancy of the home are subject to 24 CFR 982.551 (h) and (i).
- The family must supply information to SNRHA or HUD as specified in 24 CFR 982.551(b). The family must further supply any information required by SNRHA or HUD concerning mortgage financing or refinancing, sale or transfer of any interest in the home, or homeownership expenses.
- The family must notify SNRHA within 30 calendar days, when they have refinanced their mortgage or taken out an equity loan and provide the new documents.
- The family must notify SNRHA before moving out of the home.
- The family must notify SNRHA if the family defaults on the mortgage used to purchase the home.
- No family member may have any ownership interest in any other residential property.
- The family may comply with all post assistance counseling requirements.
- The family must comply with the obligations of a participant family described in 24 CFR 982.551, except for the following provisions which do not apply to assistance under the homeownership option: 24 CFR 982.551(c), (d), (e), (f), (g) and (j).
- The family must, at annual reexamination, document that the family is current on mortgage, insurance, taxes and utility payments.
- For non-elderly/non-disabled families; the family shall maintain at least one adult in the household that maintains full time employment, which is considered at least 30 hours per week.

15-VII.J. MAXIMUM TERM OF HOMEOWNER ASSISTANCE [24 CFR 982.634]

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

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

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

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

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



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

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

15-VII.K. HOMEOWNERSHIP ASSISTANCE PAYMENTS AND HOMEOWNERSHIP EXPENSES [24 CFR 982.635]

The monthly homeownership assistance payment is the lower of: the voucher payment standard minus the total tenant payment, or the monthly homeownership expenses minus the total tenant payment. This amount shall not increase as a result of the family taking out equity loans or other loan mortifications resulting in increased mortgage payments.

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

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

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

SNRHA Policy

SNRHA will allow the following homeownership expenses:

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

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

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

- SNRHA utility allowance for the home;

- Principal and interest on mortgage debt;

- If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the PHA determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person;



Land lease payments where a family does not own fee title to the real property on which the home is located; [see 24 CFR 982.628(b)].

For a condominium unit, condominium operating charges, or maintenance fees assessed by the condominium homeowner association; HOA for condos currently under the HCV Program shall remain and considered grandfathered in to receive this deduction. All others will be removed at the next annual.

Monthly principal and interest on debt for handicap accessible improvements.

Land lease payments where a family does not own fee title to the real property on which the home is located; [see 24 CFR 982.628(b)].

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

The cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home;

Principal and interest on initial debt incurred to finance purchase of cooperative membership shares and any refinancing of such debt;

Home insurance;

\$50.00 annually

SNRHA utility allowance for the home; and

Major repairs and replacement limited to \$100.00 annually

Maintenance Allowance of \$50.00 annually

SNRHA will not deduct additional expenses for homes such as extra home life coverage, etc take out against a mortgage nor will it pay additional subsidy for equity loans against the original mortgage or other refinancing that result in increase payments. Refinancing that result in decreased mortgage obligations shall result in decreased subsidy payments effective the month after the change. All changes must be reported in writing within 30 calendar days of the effective date.

15-VII.L. PORTABILITY [24 CFR 982.636, 982.637, 982.353(b) and (c), 982.552, 982.553]

Subject to the restrictions on portability included in HUD regulations and SNRHA policies, a family may exercise portability if the receiving PHA is administering a voucher homeownership program and accepting new homeownership families. SNRHA may absorb the family into its voucher program, or bill the initial PHA.

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

15-VII.M. MOVING WITH CONTINUED ASSISTANCE [24 CFR 982.637]

A family receiving homeownership assistance may move with continued tenant-based assistance. The family may move with voucher rental assistance or with voucher homeownership assistance.



Continued tenant-based assistance for a new unit cannot begin so long as any family member holds title to the prior home.

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

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

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

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

SNRHA Policy

For families participating in the homeownership option, requests to move will be approved and/or denied in accordance with SNRHA policies stated in Chapter 10.

SNRHA will not require additional counseling of any families who move with continued assistance.

15-VII.N. DENIAL OR TERMINATION OF ASSISTANCE [24 CFR 982.638]

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

SNRHA may also deny or terminate assistance for violation of participant obligations described in 24 CFR Parts 982.551 or 982.633 and in accordance with its own policy, with the exception of failure to meet obligations under the Family Self-Sufficiency program as prohibited under the alternative requirements set forth in FR Notice 12-29-2014.

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

SNRHA Policy

SNRHA will terminate a family's homeownership assistance if the family violates any of the homeowner obligations, as well as for any of the reasons listed in the Statement of Homeownership Obligation Housing Choice Voucher Homeownership Program. In making its decision to terminate homeownership assistance, SNRHA will consider alternatives as described in Section 12-IIC and other factors described in Section 12-II D. Upon consideration of such alternatives and factors, SNRHA may, on a case-by-case basis, choose not to terminate assistance.



Termination notices will be sent in accordance with the requirements and policies set forth in Section 12-III.E.

15-VII.O. DEFAULT

SNRHA Policy

If the family defaults on the home mortgage loan, the participant will not be able to use the homeownership voucher for rental housing but may reapply for the Section 8 -HCV waiting list, if the waiting list is open.

15-VII.P. RECAPTURE

SNRHA Policy

By regulation, SNRHA cannot recapture any of the HCV Homeownership assistance, unless there is an act of fraud.



Chapter 16

PROGRAM INTEGRITY

INTRODUCTION

SNRHA is committed to ensuring that subsidy funds made available to SNRHA are spent in accordance with HUD requirements.

This chapter covers HUD and SNRHA policies designed to prevent, detect, investigate, and resolve instances of program abuse or fraud. It also describes the actions that will be taken in the case of unintentional errors and omissions.

Part I: Preventing, Detecting, and Investigating Errors and Program Abuse. This part presents SNRHA policies related to preventing, detecting, and investigating errors and program abuse.

Part II: Corrective Measures and Penalties. This part describes the corrective measures SNRHA must and may take when errors or program abuses are found.

PART I: PREVENTING, DETECTING, AND INVESTIGATING ERRORS AND PROGRAM ABUSE

16-I.A. PREVENTING ERRORS AND PROGRAM ABUSE

SNRHA Policy

SNRHA anticipates that the vast majority of families, owners, and SNRHA employees intend to and will comply with program requirements and make reasonable efforts to avoid errors.

To ensure that SNRHA's HCV program is administered effectively and according to the highest ethical and legal standards, SNRHA will employ a variety of techniques to ensure that both errors and intentional program abuse are rare.

- SNRHA will discuss program compliance and integrity issues during the voucher briefing sessions described in Chapter 7
- SNRHA will provide each applicant and participant with the publication *Things You Should Know (HUD-1140-OIG)* that explains the types of actions a family must avoid and the penalties for program abuse
- SNRHA will place a warning statement about the penalties for fraud (as described in the False Statement Act, U.S.C. 1001 and 1010) on key PHA forms and form letters that request information from a family or owner
- SNRHA staff will be required to review and explain the contents of all HUD-SNRHA required forms if any member require further clarification.
- SNRHA will provide each SNRHA employee with the necessary information on program rules and the organization's standards of conduct and ethics.



For purposes of this chapter fraud is defined as the intentional, false representation or concealment of a material fact for the purpose of inducing another to act upon it to his or her injury. Fraud and abuse by a participant or applicant therefore, may constitute an intentional misrepresentation of income, assets, and allowances, or intentional misrepresentation of family composition or initiating and participating in bribes or other illegal activities. Intentional may mean a claim that a participant or applicant knows or has reason to know is false, fictitious, or fraudulent. Knows or has reason to know may mean a person acts in deliberate ignorance of the truth or acts in reckless disregard of the truth or falsity of the claim or statement.

16-I.B. DETECTING ERRORS AND PROGRAM ABUSE

In addition to taking steps to prevent errors and program abuse, SNRHA will use a variety of activities to detect errors and program abuse. These systems shall include quality control systems above the SEMAP requirements as well as the use of HUD's EIV reports to identify unreported income.

Quality Control and Analysis of Data

Under the Section 8 Management Assessment Program (SEMAP), HUD requires SNRHA to review a random sample of tenant records annually to determine if the records conform to program requirements and to conduct quality control inspections of a sample of units to ensure HQS compliance [24 CFR, Part 985]. (See Chapter 14 for additional information about SEMAP requirements).

SNRHA Policy

In addition to the SEMAP quality control requirements, SNRHA will employ a variety of methods to detect errors and program abuse.

Quality Control File Reviews

Prior to initial certification, and at the completion of all subsequent recertification's, each family file will be reviewed. Such reviews may include, but are not limited to:

- Changes in reported Social Security Numbers or dates of birth.
- Authenticity of file documents.
- Ratio between reported income and expenditures.
- Review of signatures for consistency with previously signed file documents.
- Assurance that verification of all income and deduction is present.
- Verification Hierarchy steps were followed when actions were processed.
- Use of HUD EIV
- Credit Bureau Inquiries (may also be used when an allegation is received by SNRHA wherein unreported income sources are disclosed or when a family's expenditures exceed his/her reported income, and no plausible explanation is given).



In addition to the required SEMAP documentation, supervisory staff or their designee will audit tenant files annually as follows:

- At least 50% of interim and annual reexaminations, initial port-in files, and initial lease up's within SNRHA jurisdiction
- At least 50 % of new admissions

Independent Audits and HUD Monitoring

OMB Circular A-133 requires all PHAs that expend \$500,000 or more in federal awards annually to have an independent audit (IPA). In addition, HUD conducts periodic on-site and automated monitoring of PHA activities and notifies the PHA of errors and potential cases of program abuse.

SNRHA Policy

SNRHA will use the results reported in any IPA or HUD monitoring reports to identify potential program abuses and to assess the effectiveness of SNRHA's error detection and abuse prevention efforts.

Individual Reporting of Possible Errors and Program Abuse

SNRHA Policy

SNRHA will encourage staff, program participants, and the public to report possible program abuse.

16-I.C. INVESTIGATING ERRORS AND PROGRAM ABUSE

When SNRHA Will Investigate

SNRHA Policy

SNRHA will review all referrals, specific allegations, complaints, and tips from any source including other agencies, companies, and individuals, to determine if they warrant investigation. In order for SNRHA to investigate, the allegation should include the address of the suspected violator and must contain at least one independently-verifiable item of information, such as the name of an employer or the name of an unauthorized household member.

SNRHA will investigate inconsistent information related to the family that is identified through file reviews and the verification process.

SNRHA may investigate using Non-HQS inspections form to document unauthorized person living in assisted units and participants that have skipped. SNRHA may conduct a postal verification by sending a certified letter with a return receipt to the assisted address in the name of the unauthorized person as an investigation method.



Consent to Release of Information [24 CFR 982.516]

SNRHA may investigate possible instances of error or abuse using all available PHA and public records. If necessary, SNRHA will require HCV families to give consent to the release of additional information.

Analysis and Findings

SNRHA Policy

SNRHA will base its evaluation on a preponderance of the evidence collected during its investigation.

Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence that as a whole shows that the fact sought to be proved is more probable than not. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence

For each investigation SNRHA will determine (1) whether an error or program abuse has occurred, (2) whether any amount of money is owed to SNRHA, and (3) what corrective measures or penalties will be assessed.

Consideration of Remedies

All errors and instances of program abuse must be corrected prospectively. Whether SNRHA will enforce other corrective actions and penalties depends upon the nature of the error or program abuse.

SNRHA Policy

In the case of family-caused errors or program abuse, SNRHA will take into consideration (1) the seriousness of the offense and the extent of participation or culpability of individual family members, (2) any special circumstances surrounding the case, (3) any mitigating circumstances related to the disability of a family member, (4) the effects of a particular remedy on family members who were not involved in the offense.

In the case of owner-caused errors or program abuse, SNRHA will take into consideration (1) the seriousness of the offense, (2) the length of time since the violation has occurred, and (3) the effects of a particular remedy on family members who were not involved in the offense.

In the case of staff caused errors or program abuse, SNRHA will take into consideration (1) the seriousness of the offense, (2) the length of time since the violation has occurred, and (3) the effects it may have on the agency, program participant, or HUD.

Notice and Appeals

SNRHA Policy

If evidence of program abuse is found, SNRHA will inform the relevant party in writing of its findings and remedies within 10 business days of the conclusion of the investigation. The notice will include (1) a description of the error or program abuse, (2)



the basis on which SNRHA determined the error or program abuses, (3) the remedies to be employed, (4) the family's right to appeal the results through the informal review or hearing process, if applicable (see Chapter 14), and (5) the staff member rights per the Collective Bargaining Agreement.

PART II: CORRECTIVE MEASURES AND PENALTIES

If as a result of its assessment the PHA determines the family, owner, or PHA employee has abused the program, the PHA must take immediate actions to remedy the situation. The PHA may at any time deny program assistance to an applicant or terminate program assistance for a participant if any family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program. The PHA's actions will vary, depending upon the extent and nature of the abuse. The PHA must determine that a preponderance of evidence demonstrates that the action taken by the family, owner, property management company, or employee was willful and intentional, in order to terminate assistance on the basis of fraud or abuse.

16-II.A. SUBSIDY UNDER- OR OVERPAYMENTS

A subsidy under- or overpayment includes (1) an incorrect housing assistance payment to the owner, (2) an incorrect family share established for the family, and (3) an incorrect utility reimbursement to a family.

Corrections

Whether the incorrect subsidy determination is an overpayment or underpayment of subsidy, SNRHA must promptly correct the HAP, family share, and any utility reimbursement prospectively. Except, if a higher bedroom size voucher is issued in error (during a family's initial lease-up, ReHAP, or move) the family will not be penalized. The family's correct voucher size will be adjusted at their next annual examination or if the family moves.

SNRHA Policy

Increases in the family share will be implemented only after the family has received at least 30 days' notice.

Any decreases in family share will become effective the first of the month following the discovery of the error.

Reimbursement

Whether the family or owner is required to reimburse SNRHA or SNRHA is required to make retroactive subsidy payments to the owner or family depends upon which party is responsible for the incorrect subsidy payment and whether the action taken was an error or program abuse. Policies regarding reimbursement are discussed in the three sections that follow.

16-II.B. FAMILY-CAUSED ERRORS AND PROGRAM ABUSE

Family obligations and general administrative requirements for participating in the program are discussed throughout this plan. This section deals specifically with errors and program abuse by family members.



An incorrect subsidy determination caused by a family generally would be the result of incorrect reporting of family composition, income, assets, or expenses, but also would include instances in which the family knowingly allows SNRHA to use incorrect information provided by a third party.

Family Reimbursement to SNRHA [HCV GB pp. 22-12 to 22-13]

SNRHA Policy

In the case of family-caused errors or program abuse, the family will be required to repay any excess subsidy received. SNRHA may, but is not required to, offer the family a repayment agreement in accordance with Chapter 14. If the family fails to repay the excess subsidy, the PHA will terminate the family's assistance in accordance with the policies in Chapter 12.

SNRHA Reimbursement to Family [HCV GB p. 22-12]

SNRHA Policy

SNRHA will not reimburse the family for any underpayment of assistance when the underpayment clearly is caused by the family.

Prohibited Actions

An applicant or participant in the HCV program must not knowingly:

- Make a false statement to SNRHA [Title 18 U.S.C. Section 1001].
- Commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program [24 CFR 982.552(c)(iv)].

SNRHA Policy

Any of the following will be considered evidence of family program abuse:

- Payment to the owner in excess of amounts authorized by SNRHA for rent, security deposit, and additional services
- Offering bribes or illegal gratuities to the PHA Board of Commissioners, employees, contractors, or other PHA representatives
- Offering payments or other incentives to the owner or a third party as an inducement for the third party to make false or misleading statements to the PHA on the family's behalf
- Use of a false name or the use of falsified, forged, or altered documents
- Intentional misreporting of family information or circumstances (e.g. income, family composition)
- Omitted facts that were obviously known by a family member (e.g., not reporting employment income)
- Admission of program abuse by an adult family member
- Any ownership interest in the assisted unit



SNRHA may determine other actions to be program abuse based upon a preponderance of the evidence, as defined earlier in this chapter.

Penalties for Program Abuse

In the case of program abuse caused by a family SNRHA may, at its discretion, impose any of the following remedies.

- SNRHA may require the family to repay excess subsidy amounts paid by SNRHA, as described earlier in this section
- SNRHA may require, as a condition of receiving or continuing assistance, that a culpable family member not reside in the unit. See policies in Chapter 3 (for applicants) and Chapter 12 (for participants)
- SNRHA may deny or terminate the family's assistance following the policies set forth in Chapter 3 and Chapter 12 respectively
- SNRHA may refer the family for state or federal criminal prosecution as described in section 16-II.E.

16-II.C. OWNER-CAUSED ERROR OR PROGRAM ABUSE

Owner requirements that are part of the regular process of offering, leasing, and maintaining a unit (e.g., HQS compliance, fair housing) are addressed in the appropriate chapters of this plan. This section focuses on errors and program abuse by owners.

An incorrect subsidy determination caused by an owner generally would be the result of an incorrect owner statement about the characteristics of the assisted unit (e.g., the number of bedrooms, which utilities are paid by the family). It also includes accepting duplicate housing assistance payments for the same unit in the same month, or after a family no longer resides in the unit.

Owner Reimbursement to SNRHA

In all cases of overpayment of subsidy caused by the owner, the owner must repay to SNRHA any excess subsidy received. SNRHA may recover overpaid amounts by withholding housing assistance payments due for subsequent months, or if the debt is large, SNRHA may allow the owner to pay in installments over a period of time [HCV GB p. 22-13].

SNRHA Policy

In cases where the owner has received excess subsidy, SNRHA will require the owner to repay the amount owed in accordance with the policies in Section 14-IV.B.

Prohibited Owner Actions

An owner participating in the HCV program must not:

- Make any false statement to the PHA [Title 18 U.S.C. Section 1001].
- Commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program [24 CFR 982.453(a)(3)] including:



SNRHA Policy

Any of the following will be considered evidence of owner program abuse:

- Charging the family rent above or below the amount specified by SNRHA
- Charging a security deposit other than that specified in the family's lease
- Charging the family for services that are provided to unassisted tenants at no extra charge
- Knowingly accepting housing assistance payments for any month(s) after the family has vacated the unit
- Knowingly accepting incorrect or excess housing assistance payments
- Offering bribes or illegal gratuities to SNRHA Board of Commissioners, employees, contractors, or other SNRHA representatives
- Offering payments or other incentives to an HCV family as an inducement for the family to make false or misleading statements to SNRHA
- Residing in the unit with an assisted family
- Committing sexual or other harassment, either quid pro quo or hostile environment, based on the protected classes defined in Chapter 2.
- Retaliating against any applicant or participant reporting/alleging sexual or other harassment, either quid pro quo or hostile environment, based on the protected classes defined in Chapter 2.

Remedies and Penalties

When SNRHA determines that the owner has committed program abuse, the PHA may take any of the following actions:

- Require the owner to repay excess housing assistance payments, as discussed earlier in this section and in accordance with the policies in Chapter 14.
- Terminate the HAP contract (See Chapter 12).
- Bar the owner from future participation in any SNRHA programs for five (5) years.
- Refer the case to state or federal officials for criminal prosecution as described in section 16-II.E.

16-II.D. SNRHA-CAUSED ERRORS OR PROGRAM ABUSE

The responsibilities and expectations of SNRHA staff with respect to normal program administration are discussed throughout this plan. This section specifically addresses actions of a SNRHA staff member that are considered errors or program abuse related to the HCV program. Additional standards of conduct may be provided in SNRHA personnel policy.

SNRHA-caused incorrect subsidy determinations include (1) failing to correctly apply HCV rules regarding family composition, income, assets, and expenses, (2) assigning the incorrect voucher size to a family, and (3) errors in calculation.



Repayment to SNRHA

Neither a family nor an owner is required to repay an overpayment of subsidy if the error or program abuse is caused by SNRHA staff [HCV GB. 22-12].

SNRHA Reimbursement to Family or Owner

SNRHA must reimburse a family for any underpayment of subsidy, regardless of whether the underpayment was the result of staff-caused error or owner program abuse. Funds for this reimbursement must come from SNRHA's administrative fee reserves [HCV GB p. 22-12].

Prohibited Activities

SNRHA Policy

Any of the following will be considered evidence of program abuse by SNRHA staff:

- Failing to comply with any HCV program requirements for personal gain
- Failing to comply with any HCV program requirements as a result of a conflict of interest relationship with any applicant, participant, owner, property management company, or any vendor doing business with SNRHA
- Seeking or accepting anything of material value from applicants, participating families, vendors, owners, contractors, or other persons who provide services or materials to SNRHA
- Conducting SNRHA business without authorization or approval from management in writing
- Failure to follow HUD's verification hierarchy
- Intentionally calculating total tenant payment or housing assistance payments incorrectly
- Intentionally making incorrect income determinations of family eligibility, including certifying as eligible otherwise ineligible applicants, coaching applicants to falsify documents, or changing an applicant's position on the waiting list
- Willful passing of units not meeting HQS and/or local standards
- Disclosing confidential or proprietary information to outside parties
- Gaining profit as a result of insider knowledge of SNRHA activities, policies, or practices
- Misappropriating or misusing HCV funds
- Destroying, concealing, removing, or inappropriately using any records related to the HCV program
- Committing any other corrupt or criminal act in connection with any federal housing program



Possible Remedies for Abuse by Employees

If the PHA determines that any employee has abused the program, it must take whatever action is appropriate under its personnel policies and law. Actions may include putting the employee on probation, giving the employee a poor performance evaluation, requiring the employee to take leave without pay, terminating the employee, and/or filing a criminal complaint.

16-II.E. CRIMINAL PROSECUTION

SNRHA Policy

When SNRHA determines that program abuse by an owner, family, or SNRHA staff member has occurred and the amount of overpaid subsidy meets or exceeds the threshold for prosecution under local or state law, SNRHA will refer the matter to the appropriate entity for prosecution. When the amount of overpaid assistance meets or exceeds the federal threshold, the case will also be referred to the HUD Office of Inspector General (OIG).

Other criminal violations related to the HCV program will be referred to the appropriate local, state, or federal entity.

16-II.F. FRAUD AND PROGRAM ABUSE RECOVERIES

SNRHA may retain a portion of program fraud losses that SNRHA recovers from a family or owner through litigation, court order, or a repayment agreement [24 CFR 982.163].

SNRHA must be the principal party initiating or sustaining the action to recover amounts due from tenants and owners/management companies that are due as a result of fraud and abuse. 24 CFR 792.202 permits the PHA to retain the greater of:

- 50 percent of the amount it actually collects from a judgment, litigation (including settlement of a lawsuit) or an administrative repayment agreement, or
- Reasonable and necessary costs that SNRHA incurs related to the collection including costs of investigation, legal fees, and agency collection fees.

The family must be afforded the opportunity for an informal hearing in accordance with requirements in 24 CFR 982.555.

If HUD incurs costs on behalf of SNRHA related to the collection, these costs must be deducted from the amount retained by SNRHA.

SNRHA shall encourage its collection agency to place liens on properties for owners for owe debts that have not been paid after notice from SNRHA in compliance with Nevada laws.

16-II.G. CONFIDENTIAL AND HIGH PROFILE CASES

Confidential and high profile cases will be assigned to a member of the Housing Programs Management Staff. Such cases can include situations in which staff receive rental subsidy, have relatives under the program, or have an interest in a unit under contract. When a confidential or high profile case is identified, the file shall be reassigned in YARDI to management. All SNRHA staff must complete an "Employee Restricted Access" Form (aka Conflict of Interest Form) at onset of employment and anytime there is a change resulting in a conflict of interest.



Staff will receive disciplinary action if they enter SNRHA's YARDI system to access a file in which they have any affiliation.

The following is the criteria to be utilized for identifying confidential and high profile cases:

Confidential File:

“A Confidential File is defined as the file of a SNRHA staff member or the family member of a SNRHA staff member or any file where a perceived conflict of interest may exist including having an interest in an assisted property.”

High Profile Case:

The participant has actively complained to HUD, the City Council, Fair Housing or local/state Representatives or has had a negative news media article. The file will be pulled for review and maintained by HP management until the incident is resolved.

The participant has filed a law suit against SNRHA.



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Chapter 17

PROJECT-BASED VOUCHERS

INTRODUCTION

This chapter describes HUD regulations and SNRHA policies related to the project-based voucher (PBV) program in nine parts:

Part I: General Requirements. This part describes general provisions of the PBV program including maximum budget authority requirements, relocation requirements, and equal opportunity requirements.

Part II: PBV Owner Proposals. This part includes policies related to the submission and selection of owner proposals for PBV assistance. It describes the factors SNRHA will consider when selecting proposals, the type of housing that is eligible to receive PBV assistance, the cap on assistance at projects receiving PBV assistance, subsidy layering requirements, site selection standards, and environmental review requirements.

Part III: Dwelling Units. This part describes requirements related to housing quality standards, the type and frequency of inspections, and housing accessibility for persons with disabilities.

Part IV: Rehabilitated and Newly Constructed Units. This part describes requirements and policies related to the development and completion of rehabilitated and newly constructed housing units that will be receiving PBV assistance.

Part V: Housing Assistance Payments Contract. This part discusses HAP contract requirements and policies including the execution, term, and termination of the HAP contract. In addition, it describes how the HAP contract may be amended and identifies provisions that may be added to the HAP contract at SNRHA's discretion.

Part VI: Selection of PBV Program Participants. This part describes the requirements and policies governing how SNRHA and the owner will select a family to receive PBV assistance.

Part VII: Occupancy. This part discusses occupancy requirements related to the lease, and describes under what conditions families are allowed or required to move. In addition, exceptions to the occupancy cap (which limits PBV assistance to 25 percent of the units in any project) are also discussed.

Part VIII: Determining Rent to Owner. This part describes how the initial rent to owner is determined, and how rent will be re-determined throughout the life of the HAP contract. Rent reasonableness requirements are also discussed.

Part IX: Payments to Owner. This part describes the types of payments owners may receive under this program.

Part X: Rental Assistance Demonstration (RAD) Program.



PART I: GENERAL REQUIREMENTS

17-I.A. OVERVIEW [24 CFR 983.5; FR Notice 1/18/17; Notice 2017-21]

The project-based voucher (PBV) program allows SNRHA that already administer a tenant-based voucher program under an annual contributions contract (ACC) with HUD to take up to 20 percent of its voucher program budget authority and attach the funding to specific units rather than using it for tenant-based assistance [24 CFR 983.6]. SNRHA may only operate a PBV program if doing so is consistent with SNRHA's Annual Plan, and the goal of deconcentrating poverty and expanding housing and economic opportunities [42 U.S.C. 1437f(o)(13)]. The PHA may not commit PBV until or unless it has followed the proposal selection requirements defined in 24 CFR 983.51 (Notice PIH 2011-54).

SNRHA Policy

SNRHA will operate a project-based voucher program using up to 20 percent of its budget authority for project-based assistance.

PBV assistance may be attached to existing housing or newly constructed or rehabilitated housing [24 CFR 983.52]. If PBV units are already selected for project-based assistance either under an agreement to enter into HAP Contract (Agreement) or a HAP contract, SNRHA is not required to reduce the number of these units if the amount of budget authority is subsequently reduced. However, SNRHA is responsible for determining the amount of budget authority that is available for project-based vouchers and ensuring that the amount of assistance that is attached to units is within the amounts available under the ACC [24 CFR 983.6].

While HUD's permission is not required to operate a PBV program, before SNRHA issues a Request for Proposal or makes a selection, SNRHA must submit the following information to HUD field office for review (24 CFR 983.6 (d)).

- The total amount of annual budget authority
- The percentage of annual budget authority to be project-based
- The total amount of the annual budget authority the PHA is planning to project-base pursuant to the selection and the number of units that such budget authority will support.

17-I.B. APPLICABLE REGULATIONS

On the whole, the regulations for both the standard and RAD PBV programs generally follow the regulations for the tenant-based HCV program found at 24 CFR Part 982. However, important parts of the tenant-based regulations do not apply to the project-based program. 24 CFR Part 983 outlines the sections of 24 CFR Part 982 that are not applicable to the project-based program.

For the RAD PBV program, Congress authorized HUD to waive certain statutory and regulatory provisions or establish alternative requirements from the standard PBV program. These provisions are identified in Notice 2019-23 (issued September 5, 2019). Any non-RAD PBV units located in the covered project are subject to the same waivers and alternative requirements where noted in Notice PIH 2019-23 and in this policy.

Otherwise, all regulatory and statutory requirements for the standard PBV program in 24 CFR Part 983 and Section 8(o)(13) of the Housing Act of 1937, and all applicable standing and subsequent Office of Public and Indian Housing (PIH) notices and guidance, including related



handbooks, apply to RAD PBV. This includes environmental review, Davis-Bacon, and fair housing requirements.

RAD is authorized by the Consolidated and Further Continuing Appropriations Act of 2012 (Public Law 112-55, approved November 18, 2011), as amended by the Consolidated Appropriations Act of 2014 (Public Law 113-76, approved January 17, 2014), the Consolidated and Further Continuing Appropriations Act of 2015 (Public Law 113-235, approved December 6, 2014), the Consolidated Appropriations Act of 2016 (Public Law 114-113, approved December 18, 2015), the Consolidated Appropriations Act, 2017 (Public Law 115-31, approved May 5, 2017), and section 237 of Title II, Division L, Transportation, Housing and Urban Development, and Related Agencies, of the Consolidated Appropriations Act, 2018 (Public Law 115-141, approved March 23, 2018) collectively, the “RAD Statute.”

Requirements specific to the RAD program may be found in the following:

- Generally, public housing projects converting assistance under RAD are bound by the terms of the notice in effect at the time of closing.
 - Notice PIH 2019-23 was immediately applicable at the time of closing to all projects converting assistance (notwithstanding execution of a commitment for conversion). Notice PIH 2019-23 was published on September 5, 2019.
 - Except with respect to changes in the project eligibility and selection criteria, not included in this policy, which are effective after a 30-day comment period.
 - Notice PIH 2012-32 REV-3 was applicable to projects that were seeking conversion of assistance through RAD, including those where a CHAP had already been issued when it was published January 12, 2017.
 - Except with respect to changes in the project eligibility and selection criteria, not included in this policy, which were effective after a 30-day comment period.
 - Notice PIH 2012-32, REV-2 was applicable to projects that were seeking conversion of assistance through RAD, including those where a CHAP had already been issued when it was published June 15, 2015.
 - Except with respect to changes in the project eligibility and selection criteria, not included in this policy, which are effective after a 30-day comment period.
- RAD Quick Reference Guide for Public Housing Converting to PBV Assistance (10/14)
- RAD Welcome Guide for New Awardees: RAD 1st Component (3/15)



- Notice PIH 2016-17, Rental Assistance Demonstration (RAD) Notice Regarding Fair Housing and Civil Rights Requirements and Relocation Requirements Applicable to RAD First Component – Public Housing Conversions.

This Notice applies to all projects that have applied for RAD conversion but have not yet converted as of November 10, 2016.

- Notice PIH 2014-17, Relocation Requirements under the RAD Program, Public Housing in the First Component.

This notice may apply to projects that have converted to RAD prior to November 10, 2016, AND who have requested and received approval from HUD to be governed by this notice. See PIH Notice 2016-17, Section 1, Paragraph 1.3 for applicability.

NOTE: The policies in this chapter follow Notice PIH 2016-17. If your project falls under PIH 2014-17, applicable policies may be found in Section 18-I.D.

- RAD FAQs (<http://www.radresource.net/search.cfm>)

In other words, the standard PBV program follows many of the same regulations as the tenant-based HCV program, but not all of them, and the RAD PBV program follows many of the same regulations as the standard PBV program, but not all of them.

MTW agencies are able to apply activities impacting the PBV program that are approved in the MTW Plan to properties converting under RAD, provided they do not conflict with RAD requirements.

17-I.C. TENANT-BASED VS. PROJECT-BASED VOUCHER ASSISTANCE [24 CFR 983.2]

Much of the tenant-based voucher program regulations also apply to the PBV program. Consequently, many of SNRHA policies related to tenant-based assistance also apply to PBV assistance. The provisions of the tenant-based voucher regulations that do not apply to the PBV program are listed at 24 CFR 983.2.

SNRHA Policy

Except as otherwise noted in this chapter, or unless specifically prohibited by PBV program regulations, SNRHA policies for the tenant-based voucher program contained in this administrative plan also apply to the PBV program and its participants.

17-I.D. RELOCATION REQUIREMENTS [24 CFR 983.7]

Any persons displaced as a result of implementation of the PBV program must be provided relocation assistance in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)[42 U.S.C. 4201-4655] and implementing regulations at 49 CFR part 24.

The cost of required relocation assistance may be paid with funds provided by the owner, local public funds, or funds available from other sources. SNRHA may not use voucher program funds



to cover relocation costs, except SNRHA may use their administrative fee reserve to pay for relocation expenses after all other program administrative expenses are satisfied, and provided that payment of the relocation benefits is consistent with state and local law. Use of the administrative fee for these purposes must also be consistent with other legal and regulatory requirements, including the requirement in 24 CFR 982.155 and other official HUD issuances.

The acquisition of real property for a PBV project is subject to the URA and 49 CFR part 24, subpart B. It is the responsibility of SNRHA to ensure the owner complies with these requirements.

For projects that apply for conversion of assistance under the First Component of RAD and will convert November 10, 2016 or later, the following applies [Notice PIH 2016-17]:

- In some developments, in-place residents may need to be relocated as a result of properties undergoing repairs, being demolished and rebuilt, or when assistance is transferred from one site to another. RAD program rules prohibit the permanent, involuntary relocation of residents as a result of conversion. Residents that are temporarily relocated retain the right to return to the project once it has been completed. Any non-RAD PBV units located in the same project are also subject to the right to return.
- Relocation assistance provided to residents will vary depending on the length of time relocation is required. Residents must be properly notified in advance of relocation requirements in accordance with RAD program rules and Uniform Relocation Act (URA) requirements, and other requirements which may be applicable such as Section 104(d) of the Housing and Community Development Act of 1974, as amended. Sample informing notices are provided in Appendices 2–5 of Notice PIH 2014-17. A written relocation plan is required if the RAD conversion involves permanent relocation (including a move in connection with a transfer of assistance) or temporary relocation anticipated to last longer than a year. While the PHA is not required to have a written relocation plan for temporary relocation lasting one year or less, HUD strongly encourages PHAs to prepare one. Appendix II of Notice PIH 2016-17 contains recommended contents for a relocation plan.
- In addition, PHAs must undertake a planning process that complies with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), although not all relocations under RAD will trigger requirements under URA. URA statute and implementing regulations may be found at 49 CFR Part 24. The obligation due to relocating residents under RAD are broader than URA relocation assistance and payments.
- Any residents that may need to be temporarily relocated to facilitate rehabilitation or construction will have a right to return to either: a) a unit at the development once rehabilitation or construction is completed, provided the resident's household is not under-housed; or b) a unit in the development which provides the same major features as the resident's unit in the development prior to the implementation of the RAD conversion.



- Where the transfer of assistance to a new site is warranted and approved, residents of the converting development will have the right to reside in an assisted unit at the new site once rehabilitation or construction is complete.
- If the PHA's proposed plans for conversion would preclude a resident from returning to the development, the resident must be given an opportunity to comment and/or object to such plans. PHAs must alter the project plans to accommodate the resident's right to return to the development if the resident would be precluded from returning to the development.
- Examples of project plans that may preclude a resident from returning to the development include, but are not limited to:

Changes in the development's bedroom distribution that decrease the size of the units, resulting in the resident being under-housed;

The resident cannot be accommodated in the remaining assisted units due to a reduction in the number of assisted units at the development;

Income limit eligibility requirements associated with the LIHTC program or another program; and

Failure to provide a reasonable accommodation, in violation of applicable law, where reasonable accommodation may include installation of accessibility features that are needed by the resident.

- Residents of a development undergoing conversion that would be precluded from returning to the development may voluntarily accept a PHA or owner's offer to permanently relocate to alternative housing, and thereby waive their right to return to the development after rehabilitation or construction is completed. In this event, the PHA must secure the resident's written consent to a voluntary permanent relocation in lieu of returning to the development. PHAs are prohibited from employing any tactics to pressure residents into relinquishing their right to return or accepting other housing options. Additionally, a PHA may not terminate a resident's lease if the PHA fails to obtain the resident's consent and the resident seeks to exercise the right to return.
- In the case of multi-phase RAD transactions, the resident has a right to return to the development or to other converted phases of the development that are available for occupancy at the time the resident is eligible to exercise their right of return. Generally, the resident's right to return must be accommodated within the development associated with the resident's original unit, however, the PHA may treat multiple converted developments on the same site as one for purposes of right to return. Should the PHA seek to have the resident exercise the right to return at a future phase, the PHA must secure the resident's consent in writing.
- Alternative housing options may involve a variety of housing options, including but not limited to:
 - Transfers to public housing
 - Admission to other affordable housing properties subject to the applicable program rules
 - Housing choice voucher (HCV) assistance
 - Homeownership programs subject to the applicable program rules



- Other options identified by the PHA
- However, for projects that applied for conversion prior to November 10, 2016, the following applies [Notice PIH 2014-17]:
 - In some developments, in-place residents may need to be relocated as a result of properties undergoing repairs, being demolished and rebuilt, or when assistance is transferred from one site to another. RAD program rules prohibit the permanent, involuntary relocation of residents as a result of conversion. Residents that are temporarily relocated retain the right to return to the project once it has been completed.
 - Relocation assistance provided to residents will vary depending on the length of time relocation is required. Residents must be properly notified in advance of relocation requirements in accordance with RAD program rules and Uniform Relocation Act (URA) requirements. Sample informing notices are provided in Appendices 2–5 of Notice PIH 2014-17. While the PHA is not required to have a written relocation plan, HUD strongly encourages PHAs to prepare one. Appendix I of Notice PIH 2014-17 contains recommended contents for a relocation plan.
 - In addition, PHAs must undertake a planning process that complies with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), although not all relocations under RAD will trigger requirements under URA. URA statute and implementing regulations may be found at 49 CFR Part 24.
 - Any residents that may need to be temporarily relocated to facilitate rehabilitation or construction will have a right to return to an assisted unit at the development once rehabilitation or construction is completed. Where the transfer of assistance to a new site is warranted and approved, residents of the converting development will have the right to reside in an assisted unit at the new site once rehabilitation or construction is complete. Residents of a development undergoing conversion of assistance may voluntarily accept a PHA or owner’s offer to permanently relocate to another assisted unit, and thereby waive their right to return to the development after rehabilitation or construction is completed.

17-I.E. EQUAL OPPORTUNITY REQUIREMENTS [24 CFR 983.8, 24 CFR 5.105, Notice PIH 2016-17]

RAD conversions are governed by the same civil rights authorities that govern HUD-assisted activities in general. These authorities prohibit discrimination and impose affirmative obligations on HUD program participants.

SNRHA must comply with all equal opportunity requirements under federal law and regulations in its implementation of the PBV program. In addition, SNRHA must comply with the SNRHA Plan Certification on Civil Rights and Affirmatively Furthering Fair Housing and Section 504 of the Rehabilitation Act of 1973, when conducting relocation planning and providing relocation assistance. For example, persons with disabilities returning to the RAD project may not be turned away or placed on a waiting list due to a lack of accessible units. Their need for an accessible unit must be accommodated. See the *RAD Fair Housing, Civil Rights, and Relocation Notice* [Notice PIH 2016-17] for more information.



PART II: PBV OWNER PROPOSALS

17-II.A. OVERVIEW

SNRHA must describe the procedures for owner submission of PBV proposals and for SNRHA selection of PBV proposals [24 CFR 983.51]. Before selecting a PBV proposal, SNRHA must determine that the PBV proposal complies with HUD program regulations and requirements, including a determination that the property is eligible housing [24 CFR 983.53 and 983.54], complies with the cap on the number of PBV units per project [24 CFR 983.56 as amended by 73 FR 71038], and meets the site selection standards [24 CFR 983.57].

17-II.B. OWNER PROPOSAL SELECTION PROCEDURES [24 CFR 983.51]

SNRHA must select PBV proposals in accordance with the selection procedures in the SNRHA administrative plan. SNRHA must select PBV proposals by either of the following two methods.

- SNRHA request for PBV Proposals. SNRHA may solicit proposals by using a request for proposals to select proposals on a competitive basis in response to SNRHA's request. SNRHA may not limit proposals to a single site or impose restrictions that explicitly or practically preclude owner submission of proposals for PBV housing on different sites.
- SNRHA may select proposal that were previously selected based on a competition. This may include selection of a proposal for housing assisted under a federal, state, or local government housing assistance program that was subject to a competition in accordance with the requirements of the applicable program, community development program, or supportive services program that requires competitive selection of proposals (e.g., HOME, and units for which competitively awarded LIHTCs have been provided), where the proposal has been selected in accordance with such program's competitive selection requirements within three years of the PBV proposal selection date, and the earlier competitive selection proposal did not involve any consideration that the project would receive PBV assistance.

Solicitation and Selection of PBV Proposals [24 CFR 983.51 (c)]

SNRHA procedures for selecting PBV proposals must be designed and actually operated to provide broad public notice of the opportunity to offer PBV proposals for consideration by SNRHA. The public notice procedures may include publication of the public notice in a local newspaper of general circulation and other means designed and actually operated to provide broad public notice. The public notice of SNRHA's request for PBV proposals must specify the submission deadline. Detailed application and selection information must be provided at the request of interested parties.

SNRHA Policy

SNRHA Request for Proposals for Rehabilitated and Newly Constructed Units

SNRHA will advertise its request for proposals (RFP) for rehabilitated and newly constructed housing in the following newspapers and trade journals.

- Las Vegas Review Journal/Sun
- El Mundo
- Las Vegas Asian Journal



- Asian-American Times
- El Tiempo

In addition, SNRHA will post the RFP and proposal submission and rating and ranking procedures on its electronic web site.

SNRHA will publish its advertisement in the newspapers and trade journals mentioned above for at least one day per week for three consecutive weeks. The advertisement will specify the number of units SNRHA estimates that it will be able to assist under the funding SNRHA is making available. Proposals will be due in the SNRHA office by close of business 30 calendar days from the date of the last publication.

In order for the proposal to be considered, the owner must submit the proposal to SNRHA by the published deadline date, and the proposal must respond to all requirements as outlined in the RFP. Incomplete proposals will not be reviewed.

SNRHA will rate and rank proposals for rehabilitated and newly constructed housing using the following criteria:

Owner experience and capability to build or rehabilitate housing as identified in the RFP;

Extent to which the project furthers the SNRHA goal of deconcentrating poverty and expanding housing and economic opportunities;

If applicable, the extent to which services for special populations are provided on site or in the immediate area for occupants of the property; and

In order to promote partially assisted projects, projects where less than 25 percent of the units will be assisted - will be rated higher than projects where 25 percent or more of the units will be assisted. In the case of projects for occupancy by the elderly, persons with disabilities or families needing other services, SNRHA will rate partially assisted projects on the percentage of units assisted. Projects with the lowest percentage of assisted units will receive the highest score.

SNRHA Requests for Proposals for Existing Housing Units

SNRHA will advertise its request for proposals (RFP) for existing housing in the following newspapers and trade journals.

- Las Vegas Review Journal/Sun
- El Mundo
- Las Vegas Asian Journal
- Asian-American Times
- El Tiempo

In addition, SNRHA will post the notice inviting such proposal submission and the rating and ranking procedures on its electronic web site.

SNRHA will periodically publish its advertisement in the newspapers and trade journals mentioned above for at least one day per week for three consecutive weeks. The advertisement will specify the number of units SNRHA estimates that it will be able to assist under the funding SNRHA is making available. Owner proposals will be accepted on a first-come first-served basis and will be evaluated using the following criteria:



Experience as an owner in the tenant-based voucher program and owner compliance with the owner's obligations under the tenant-based program;

Extent to which the project furthers the SNRHA goal of deconcentrating poverty and expanding housing and economic opportunities;

If applicable, extent to which services for special populations are provided on site or in the immediate area for occupants of the property; and

Extent to which units are occupied by families that are eligible to participate in the PBV program.

SNRHA Selection of Proposals Subject to a Previous Competition under a Federal, State, or Local Housing Assistance Program

SNRHA will accept proposals for PBV assistance from owners that were competitively selected under another federal, state or local housing assistance program, including projects that were competitively awarded Low-Income Housing Tax Credits on an ongoing basis.

SNRHA may periodically advertise that it is accepting proposals, in the following newspapers and trade journals:

- Las Vegas Review Journal/Sun
- El Mundo
- Las Vegas Asian Journal

In addition to, or in place of advertising, SNRHA may also directly contact specific owners that have already been selected for Federal, state, or local housing assistance based on a previously held competition, to inform them of available PBV assistance.

Proposals will be reviewed on a first-come first-served basis. SNRHA will evaluate each proposal on its merits using the following factors:

- Extent to which the project furthers the SNRHA goal of deconcentrating poverty and expanding housing and economic opportunities; and
- Extent to which the proposal complements other local activities such as the redevelopment of a public housing site under the HOPE VI program, the HOME program, CDBG activities, other development activities in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community.

SNRHA-owned Units [24 CFR 983.51(e), 983.59; FR Notice 1/18/17, and Notice PIH 2017-21]

A SNRHA-owned unit may be assisted under the PBV program only if the HUD field office or HUD-approved independent entity reviews the selection process and determines SNRHA-owned units were appropriately selected based on the selection procedures specified in SNRHA's administrative plan. This also applies to non-competitive selections. If SNRHA selects a proposal for housing that is owned or controlled by SNRHA, SNRHA must identify the entity that will review the SNRHA proposal selection process and perform specific functions with respect to rent determinations, the term of the HAP contract, and inspections.

In the case of SNRHA-owned units, the term of the HAP contract and any HAP contract renewal must be agreed upon by the PHA and a HUD-approved independent entity (such as a licensed,



state-certified appraiser.) In addition, an independent entity must provide rental comparables in order to determine the initial rent to owner, the redetermined rent to owner, and reasonable rent. Housing Quality Standards (HQS) inspections must also be conducted by an independent entity. If SNRHA selects a proposal for housing that is owned or controlled by the PHA, the PHA must identify the entity that will review the PHA proposal selection process and perform specific functions with respect to rent determination and inspections.

Noncompetitive selections must also be reviewed to ensure that the selection was done properly particularly in regards to low-income housing tax credit (LIHTC) project applications not receiving the benefit of a commitment of PBV's by the PHA and that the comparable competition was held with three years of the project selection.

Prior to the submitting a proposal for PHA-owned units, the PHA must determine if there is any entity that is approvable by HUD and will be willing to perform required duties. In addition, housing quality standards inspections must be conducted by an independent entity.

The independent entity that performs these program services may be the unit of general local government for SNRHA's jurisdiction (unless SNRHA is itself the unit of general local government or an agency of such government) or another HUD-approved public or private independent entity.

SNRHA Policy

SNRHA may submit a proposal for project-based housing that is owned or controlled by SNRHA. If the proposal for SNRHA-owned housing is selected, SNRHA will use another entity to review SNRHA's selection process, SNRHA will obtain HUD approval of entity prior to selecting the proposal for SNRHA-owned housing.

SNRHA may only compensate the independent entity and appraiser from SNRHA ongoing administrative fee income (including amounts credited to the administrative fee reserve). The

SNRHA may not use other program receipts to compensate the independent entity and appraiser for their services. SNRHA, the independent entity, and appraiser may not charge the family any fee for the appraisal or the services provided by the independent entity.

SNRHA Notice of Owner Selection [24 CFR 983.51(d)]

SNRHA must give prompt written notice to the party that submitted a selected proposal and must also give prompt public notice of such selection. Public notice procedures may include publication of public notice in a local newspaper of general circulation and other means designed and actually operated to provide broad public notice.

SNRHA Policy

Within 10 business days of SNRHA making the selection, SNRHA will notify the selected owner in writing of the owner's selection for the PBV program. SNRHA will also notify in writing all owners that submitted proposals that were not selected and advise such owners of the name of the selected owner.

In addition, SNRHA will publish its notice for selection of PBV proposals for two (2) consecutive days in the same newspapers and trade journals SNRHA used to solicit the proposals. The announcement will include the name of the owner that was selected for



the PBV program. SNRHA will also post the notice of owner selection on its electronic web site.

SNRHA will make available to any interested party its rating and ranking sheets and documents that identify SNRHA's basis for selecting the proposal. These documents will be available for review by the public and other interested parties for one (1) month after publication of the notice of owner selection. SNRHA will not make available sensitive owner information that is privileged, such as financial statements and similar information about the owner.

SNRHA will make these documents available for review at SNRHA during normal business hours. The cost for reproduction of allowable documents will be \$.25 per page.

17-II.C. HOUSING TYPE [24 CFR 983.52]

SNRHA may attach PBV assistance for units in existing housing or for newly constructed or rehabilitated housing developed under and in accordance with an agreement to enter into a housing assistance payments contract that was executed prior to the start of construction. A housing unit is considered an existing unit for purposes of the PBV program, if, at the time of notice of SNRHA selection, the units substantially comply with HQS. Units for which new construction or rehabilitation was started in accordance with PBV program requirements do not qualify as existing housing.

SNRHA must decide what housing type, new construction, rehabilitation, or existing housing, will be used to develop project-based housing. SNRHA's choice of housing type must be reflected in its solicitation for proposals.

17-II.D. PROHIBITION OF ASSISTANCE FOR CERTAIN UNITS

Ineligible Housing Types [24 CFR 983.53]

SNRHA may not attach or pay PBV assistance to shared housing units; units on the grounds of a penal reformatory, medical, mental, or similar public or private institution; nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and care, or intermediate care (except that assistance may be provided in assisted living facilities); units that are owned or controlled by an educational institution or its affiliate and are designated for occupancy by students; manufactured homes; and transitional housing. In addition, SNRHA may not attach or pay PBV assistance for a unit occupied by an owner and SNRHA may not select or enter into an agreement to enter into a HAP contract or HAP contract for a unit occupied by a family ineligible for participation in the PBV program.

High-rise Elevator Projects for Families with Children [24 CFR 983.53(b)]

SNRHA may use high-rise elevator buildings for families with children if it makes a determination that there is no practical alternative. SNRHA may make this initial determination for its project-based voucher program, in whole or in part, and need not review each project on a case-by-case basis.

SNRHA Policy



SNRHA will not use high-rise elevator projects for families with children.

Subsidized Housing [24 CFR 983.54]

SNRHA may not attach or pay PBV assistance to units in any of the following types of subsidized housing:

- A public housing unit;
- A unit subsidized with any other form of Section 8 assistance;
- A unit subsidized with any governmental rent subsidy;
- A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing;
- A unit subsidized with Section 236 rental assistance payments (except that a SNRHA may attach assistance to a unit subsidized with Section 236 interest reduction payments);
- A Section 202 project for non-elderly with disabilities;
- Section 811 project-based supportive housing for persons with disabilities;
- Section 202 supportive housing for the elderly;
- A Section 101 rent supplement project;
- A unit subsidized with any form of tenant-based rental assistance;
- A unit with any other duplicative federal, state, or local housing subsidy, as determined by HUD or SNRHA in accordance with HUD requirements.

17-II.E. SUBSIDY LAYERING REQUIREMENTS [24 CFR 983.55, Notice PIH 2013-11 and FR Notice 2/28/20]

The subsidy layering review is intended to prevent excessive public assistance by combining (layering) housing assistance payment subsidy under the PBV program with other governmental housing assistance from federal, state, or local agencies, including assistance such as tax concessions or tax credits.

HUD requires new construction and rehabilitation housing that will include forms of governmental assistance other than PBVs to undergo a subsidy layering review (SLR) prior to entering into an Agreement to Enter into Housing Assistance Payments Contract (AHAP). Subsidy layering requirements do not apply to existing housing, when PBV is the only governmental assistance, or for projects already subject to a PBV HAP contract, even if the project is recapitalized with outside sources of funding.

When a PHA selects a new construction or rehabilitation project, the PHA must require information regarding all HUD and/or other federal, state, or local governmental assistance to be disclosed by the project owner using Form HUD-2880. Appendix A of FR Notice 2/28/20 contains a list of all required documentation.

Either HUD or a HUD-approved housing credit agency (HCA) in the PHA's jurisdiction performs the subsidy layering review. The PHA must request an SLR through their local HUD Field Office or, if eligible, through a participating HCA.



If the SLR request is submitted to an approved HCA, and the proposed project-based voucher assistance meets HUD subsidy layering requirements, the HCA must submit a certification to HUD and notify the PHA. The PHA may proceed to execute an AHAP at that time if the environmental approval is received.

The HAP contract must contain the owner's certification that the project has not received and will not receive (before or during the term of the HAP contract) any public assistance for acquisition, development, or operation of the housing other than assistance disclosed in the subsidy layering review in accordance with HUD requirements.

For projects governed by Notice PIH 2019-23, the following language applies:

- In the case of a PHA that will no longer have ACC units as a result of the pending or simultaneous closing, or have less than 50 units remaining and have initiated procedures to dispose of their final ACC units, there is no restriction on the amount of public housing funds that may be contributed to the covered project or projects though the conversion. However, the PHA must estimate and plan for outstanding liabilities and costs and must follow Notice PIH 2016-23 or successor notice regarding the administrative activities required to terminate the ACC if it has no plans to develop additional public housing.
- In the case where the PHA will continue to maintain other units in its inventory under a public housing ACC, a contribution of operating funds to the covered project that exceeds the average amount the project has held in operating reserves over the past three years will trigger a subsidy layering review under 24 CFR 4.13. Similarly, any contribution of capital funds, including Replacement Housing Factor (RHF) or Demolition Disposition Transitional Funding (DDTF), will trigger a subsidy layering review. Notwithstanding the subsidy layering review, PHAs should be mindful of how the capital funds or operating reserves used in the financing of its RAD properties may impact the physical and financial health of properties that will remain in its public housing inventory.
- Following execution of the HAP contract, PHAs are authorized to use operating and capital funds to make HAP payments for the remainder of the first calendar year in which the HAP contract is effective. Otherwise, a PHA may not contribute public housing program funds to the covered project unless been identified in the RCC and converted at closing for Section 8 RAD purposes.

For projects governed by Notice PIH 2012-32, REV-3, the following language applies:

- In the case of a PHA that is converting all of its ACC units, there is no restriction on the amount of public housing funds that may be contributed to the covered project at closing; the PHA may convey all program funds to the covered projects. In order to cover the cost of administrative activities required to terminate the ACC, once it no longer has units under the ACC and has no plans to develop additional public housing, the PHA may:

Designate that a reserve associated with the project be available to fund any public housing closeout costs (such as an operating deficit reserve or a specific PHA closeout reserve). Any funds not needed for public housing closeout costs would remain in such reserve or may be transferred to another reserve associated with the project (such as the replacement reserve).



Thereafter, these funds may be used at the project pursuant to the authorized use of the applicable reserve; or

Retain funds under the public housing program for this purpose. However, HUD will recapture any public housing funds that a PHA does not expend for closeout costs.

- In the case where the PHA will continue to maintain other units in its inventory under a public housing ACC, a contribution of operating funds to the covered project that exceeds the average amount the project has held in operating reserves over the past three years will trigger a subsidy layering review under 24 CFR 4.13. Similarly, any contribution of capital funds, including Replacement Housing Factor (RHF) or Demolition Disposition Transitional Funding (DDTF), will trigger a subsidy layering review. Notwithstanding the subsidy layering review, PHAs should be mindful of how the capital funds or operating reserves used in the financing of its RAD properties may impact the physical and financial health of properties that will remain in its public housing inventory.
- In addition, following execution of the HAP contract, PHAs are authorized to use operating and capital funds to make HAP payments for the remainder of the first calendar year in which the HAP contract is effective. Otherwise, a PHA may not contribute public housing program funds to the covered project unless such funding has been identified in the approved financing plan and included in the approved “sources and uses” attached to the RCC.

For projects governed by the requirements of Notice PIH 2012-32, REV-2, the following language applies:

- In the case of a PHA that is converting all of its ACC units, there is no restriction on the amount of public housing funds that may be contributed to the covered project at closing; the PHA may convey all program funds to the covered project. HUD will recapture any public housing funds that a PHA has not expended once it no longer has units under ACC. In the case where the PHA will continue to maintain other units in its inventory under a public housing ACC, a contribution of operating funds to the covered project that exceeds the average amount the project has held in operating reserves over the past three years will trigger a subsidy layering review under 24 CFR 4.13. Similarly, any contribution of capital funds, including Replacement Housing Factor (RHF) or Demolition Disposition Transitional Funding (DDTF), will trigger a subsidy layering review. Notwithstanding the subsidy layering review, PHAs should be mindful of how the capital funds or operating reserves used in the financing of its RAD properties may impact the physical and financial health of properties that will remain in its public housing inventory.

17-II.F. PBV PERCENTAGE LIMITATION AND UNIT CAP [Notice PIH 2019-23]

PBV Percentage Limitation

Covered projects do not count against the maximum amount of assistance a PHA may utilize for the PBV program, which under the standard PBV program is set at 20 percent of the authorized



units allocated to a PHA under the HCV program. To implement this provision, HUD is waiving section 8(o)(13)(B) of the 1937 Act as well as 24 CFR 983.6.

Unit Cap Limitation

When HUD published REV-3 of Notice PIH 2012-32, the cap on the number of assisted units in each project was eliminated. Under the standard PBV program the cap is set at the greater of 25 units or 25 percent of the units in the project. HUD is waiving this requirement, and projects governed by Notice PIH 2019-23 and Notice PIH 2012-32, REV-3 have no cap on the number of units that may receive PBV assistance in a project.

However, for projects that are governed by REV-2 of Notice PIH 2012-32, the cap on the number of PBV units in the project is increased to 50 percent. In these projects, however, provided units met certain exception criteria, the PHA may have converted a larger number of units to RAD PBV. For projects governed by the requirements of Notice PIH 2012-32, REV-2 **only**, the following language applies:

- In general, the PHA may not provide PBV assistance for units in a project if the total number of dwelling units in the project that will receive PBV assistance during the term of the PBV HAP contract is more than 50 percent of the number of dwelling units (assisted or unassisted) in the project. However, PHAs may exceed the 50 percent limitation when units in the project are occupied by elderly and/or disabled families or families that will receive supportive services. These units are known as “excepted units” and do not count toward the project cap.
- For projects governed by the requirements of Notice PIH 2012-32, REV-2 choosing to include excepted units, additional policy decisions may be required.

PHA Policy

For projects governed by Notice PIH 2012-32, REV-2, the PHA will not provide RAD PBV assistance for any excepted units.

Promoting Partially-Assisted Projects [24 CFR 983.56(c)]

SNRHA may establish local requirements designed to promote PBV assistance in partially assisted buildings. A *partially assisted project* is a building in which there are fewer units covered by a HAP contract than residential units [24 CFR 983.3].

SNRHA may establish a per-building cap on the number of units that will receive PBV assistance or other project-based assistance in a multifamily building containing excepted units or in a single-family project. SNRHA may also determine not to provide PBV assistance for excepted units, or SNRHA may establish a per-project cap of less than 25 percent.

SNRHA Policy:

Excepted units will be limited to units for elderly families.

Beyond that, SNRHA will not impose any further cap on the number of PBV units assisted per project.



17-II.G. SITE SELECTION STANDARDS [Notice PIH 2019-23, Notice PIH 2016-17]

Compliance with PBV Goals, Civil Rights Requirements, and HQS Site Standards [24 CFR 983.57(b)]

Site selection requirements set forth in 24 CFR 983.57 apply to RAD PBV, with the exception of 983.57(b)(1) and (c)(2). HUD waives the provisions regarding deconcentration of poverty and expanding housing and economic opportunity for existing housing sites.

To facilitate the uniform treatment of residents and units, any non-RAD PBV units located in the same project are subject to the terms of this provision.

HUD will conduct a front-end civil rights review of the PHA's proposed site in certain circumstances. For RAD PBV conversions that involve new construction located in an area of minority concentration (whether on the existing public housing site or on a new site) HUD will determine whether it meets one of the exceptions that would allow for new construction in an area of minority concentration.

The PHA must ensure that its RAD PBV conversion, including any associated new construction, is consistent with its certification to affirmatively further fair housing and complies with civil rights laws.

SNRHA may not select a proposal for existing, newly constructed, or rehabilitated PBV housing on a site or enter into an agreement to enter into a HAP contract or HAP contract for units on the site, unless SNRHA has determined that PBV assistance for housing at the selected site is consistent with the goal of deconcentrating poverty and expanding housing and economic opportunities. The standard for deconcentrating poverty and expanding housing and economic opportunities must be consistent with SNRHA's Plan under 24 CFR 903 and SNRHA's administrative plan.

In addition, prior to selecting a proposal, SNRHA must determine that the site is suitable from the standpoint of facilitating and furthering full compliance with the applicable Civil Rights Laws, regulations, and Executive Orders, and that the site meets the HQS site and neighborhood standards at 24 CFR 982.401(l).

SNRHA Policy

It is SNRHA's goal to select sites for PBV housing that provide for deconcentrating poverty and expanding housing and economic opportunities. In complying with this goal SNRHA will limit approval of sites for PBV housing in census tracts that have poverty concentrations of 20 percent or less.

However, SNRHA will grant exceptions to the 20 percent standard where SNRHA determines the PBV assistance will complement other local redevelopment activities designed to deconcentrate poverty and expand housing and economic opportunities in census tracts with poverty concentrations greater than 20 percent, such as sites in:

A census tract in which the proposed PBV development will be located in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community;

A census tract where the concentration of assisted units will be or has decreased as a result of public housing demolition and HOPE VI redevelopment;



A census tract in which the proposed PBV development will be located is undergoing significant revitalization as a result of state, local, or federal dollars invested in the area;

A census tract where new market rate units are being developed where such market rate units will positively impact the poverty rate in the area;

A census tract where there has been an overall decline in the poverty rate within the past five years; or

A census tract where there are meaningful opportunities for educational and economic advancement.

Under no circumstances will SNRHA approve PBV assistance in a census tract with a concentration factor greater than 75 percent of the community-wide poverty rate or forty percent, whichever is lower.

Existing and Rehabilitated Housing Site and Neighborhood Standards [24 CFR 983.57(d)]

SNRHA may not enter into an agreement to enter into a HAP contract nor enter into a HAP contract for existing or rehabilitated housing until it has determined that the site complies with the HUD required site and neighborhood standards. The site must:

- Be adequate in size, exposure, and contour to accommodate the number and type of units proposed;
- Have adequate utilities and streets available to service the site;
- Promote a greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons;
- Be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services equivalent to those found in neighborhoods consisting largely of unassisted similar units; and
- Be located so that travel time and cost via public transportation or private automobile from the neighborhood to places of employment is not excessive.

New Construction Site and Neighborhood Standards [24 CFR 983.57(e)]

In order to be selected for PBV assistance, a site for newly constructed housing must meet the following HUD required site and neighborhood standards:

- The site must be adequate in size, exposure, and contour to accommodate the number and type of units proposed;
- The site must have adequate utilities and streets available to service the site;
- The site must not be located in an area of minority concentration unless SNRHA determines that sufficient, comparable opportunities exist for housing for minority families in the income range to be served by the proposed project outside areas of minority concentration or that the project is necessary to meet overriding housing needs that cannot be met in that housing market area;



- The site must not be located in a racially mixed area if the project will cause a significant increase in the proportion of minority to non-minority residents in the area.
- The site must promote a greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons;
- The neighborhood must not be one that is seriously detrimental to family life or in which substandard dwellings or other undesirable conditions predominate;
- The housing must be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services equivalent to those found in neighborhoods consisting largely of unassisted similar units; and
- Except for housing designed for elderly persons, the housing must be located so that travel time and cost via public transportation or private automobile from the neighborhood to places of employment is not excessive.

17-II.H. ENVIRONMENTAL REVIEW [24 CFR 983.58]

SNRHA activities under the PBV program are subject to HUD environmental regulations in 24 CFR parts 50 and 58. The *responsible entity* is responsible for performing the federal environmental review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.). SNRHA may not enter into an agreement to enter into a HAP contract nor enter into a HAP contract until it has complied with the environmental review requirements.

In the case of existing housing, the responsible entity that is responsible for the environmental review under 24 CFR part 58 must determine whether or not PBV assistance is categorically excluded from review under the National Environmental Policy Act and whether or not the assistance is subject to review under the laws and authorities listed in 24 CFR 58.5.

SNRHA may not enter into an agreement to enter into a HAP contract or a HAP contract with an owner, and SNRHA, the owner, and its contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct real property or commit or expend program or local funds for PBV activities under this part, until the environmental review is completed.

SNRHA must supply all available, relevant information necessary for the responsible entity to perform any required environmental review for any site. SNRHA must require the owner to carry out mitigating measures required by the responsible entity (or HUD, if applicable) as a result of the environmental review.

PART III: DWELLING UNITS

17-III.A. OVERVIEW

This part identifies the special housing quality standards that apply to the PBV program, housing accessibility for persons with disabilities, and special procedures for conducting housing quality standards inspections.

17-III.B. HOUSING QUALITY STANDARDS [24 CFR 983.101]



The housing quality standards (HQS) for the tenant-based program, including those for special housing types, generally apply to the PBV program. HQS requirements for shared housing, manufactured home space rental, and the homeownership option do not apply because these housing types are not assisted under the PBV program.

The physical condition standards at 24 CFR 5.703 do not apply to the PBV program.

Lead-Based Paint [24 CFR 983.101(c), Notice PIH 2019-23]

The lead-based paint requirements for the tenant-based voucher program do not apply to the PBV program. Instead, The Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, H, and R, apply to the PBV program.

17-III.C. HOUSING ACCESSIBILITY FOR PERSONS WITH DISABILITIES

Federal accessibility requirements apply to all conversions, whether they entail new construction, alternations, or existing facilities. The housing must comply with program accessibility requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. SNRHA must ensure that the percentage of accessible dwelling units complies with the requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by HUD's regulations at 24 CFR 8, subpart C.

Housing first occupied after March 13, 1991, must comply with design and construction requirements of the Fair Housing Amendments Act of 1988 and implementing regulations at 24 CFR 100.205, as applicable. (24 CFR 983.102)

17-III.D. INSPECTING UNITS

Pre-selection Inspection [24 CFR 983.103(a)]

SNRHA must examine the proposed site before the proposal selection date. If the units to be assisted already exist, SNRHA must inspect all the units before the proposal selection date, and must determine whether the units substantially comply with HQS. To qualify as existing housing, units must substantially comply with HQS on the proposal selection date. However, SNRHA may not execute the HAP contract until the units fully comply with HQS.

Initial Inspection [RAD Quick Reference Guide; Notice PIH 2019-23]

Under standard PBV regulations at 24 CFR 983.103(b), a PHA may not enter into a HAP contract until the PHA has determined all units comply with HQS. It is the responsibility of the contract administrator to perform this initial inspection (unless units are PHA-owned). In order to accommodate projects in which repairs are conducted, however, HUD has waived this requirement when units are undergoing rehabilitation. In this case, units must meet HQS by the date indicated in the RAD Conversion Commitment (RCC).

Pre-HAP Contract Inspections [24 CFR 983.103(b), FR Notice 1/18/17, and Notice PIH 2017-20]



SNRHA must inspect each contract unit before execution of the HAP contract. The PHA may not provide assistance on behalf of the family until the unit fully complies with HQS.

Turnover Inspections [24 CFR 983.103(c)]

Before providing assistance to a new family in a contract unit, SNRHA must inspect the unit. SNRHA may not provide assistance on behalf of the family until the unit fully complies with HQS.

Project Based Annual Inspections [24 CFR 983.103(d)]

At least annually during the term of the HAP contract, SNRHA must inspect a random sample, consisting of at least 20 percent of the contract units in each building to determine if the contract units and the premises are maintained in accordance with HQS. Turnover inspections are not counted toward meeting this annual inspection requirement.

If more than 20 percent of the annual sample of inspected contract units in a building fails the initial inspection, SNRHA must inspect 100 percent of the contract units in the building.

SNRHA shall limit contributions of vouchers to no more than 75 percent of all units within a new development.

Other Inspections [24 CFR 983.103(e)]

SNRHA must inspect contract units whenever needed to determine that the contract units comply with HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. SNRHA must take into account complaints and any other information coming to its attention in scheduling inspections.

SNRHA must conduct follow-up inspections needed to determine if the owner (or, if applicable, the family) has corrected an HQS violation, and must conduct inspections to determine the basis for exercise of contractual and other remedies for owner or family violation of HQS.

In conducting SNRHA supervisory quality control HQS inspections, SNRHA should include a representative sample of both tenant-based and project-based units.

Inspecting SNRHA-owned Units [24 CFR 983.103(f), Notice PIH 2017-21]

In the case of SNRHA-owned units, all required inspections must be performed by an independent entity designated by SNRHA and approved by HUD. The independent entity must furnish a copy of each inspection report to SNRHA and to the HUD field office where the project is located. SNRHA must take all necessary actions in response to inspection reports from the independent entity, including exercise of contractual remedies for violation of the HAP contract by the SNRHA-owner.

PART IV: REHABILITATED AND NEWLY CONSTRUCTED UNITS

17-IV.A. OVERVIEW [24 CFR 983.151]

There are specific requirements that apply to PBV assistance for newly constructed or rehabilitated housing that do not apply to PBV assistance in existing housing. This part describes the requirements unique to this type of assistance.

Housing selected for this type of assistance may not at a later date be selected for PBV assistance as existing housing.



17-IV.B. AGREEMENT TO ENTER INTO HAP CONTRACT

In order to offer PBV assistance in rehabilitated or newly constructed units, SNRHA must enter into an agreement to enter into HAP contract (Agreement) with the owner of the property. The Agreement must be in the form required by HUD [24 CFR 983.152(b)].

The PHA may not enter into an Agreement if commencement of construction or rehabilitation has commenced after proposal submission [24 CFR 983.152(c)]. Construction begins when excavation or site preparation (including clearing of the land) begins for the housing. Rehabilitation begins with the physical commencement of rehabilitation activity on the housing.

In the Agreement the owner agrees to develop the PBV contract units to comply with HQS, and SNRHA agrees that upon timely completion of such development in accordance with the terms of the Agreement, SNRHA will enter into a HAP contract with the owner for the contract units [24 CFR 983.152(b)].

Content of the Agreement [24 CFR 983.152(c)]

At a minimum, the Agreement must describe the following features of the housing to be developed and assisted under the PBV program:

- Site and the location of the contract units;
- Number of contract units by area (size) and number of bedrooms and bathrooms;
- Services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent;
- Utilities available to the contract units, including a specification of utility services to be paid by the owner and utility services to be paid by the resident;
- An indication of whether or not the design and construction requirements of the Fair Housing Act and section 504 of the Rehabilitation Act of 1973 apply to units under the Agreement. If applicable, any required work item resulting from these requirements must be included in the description of work to be performed under the Agreement;
- Estimated initial rents to owner for the contract units;
- Description of the work to be performed under the Agreement. For rehabilitated units, the description must include the rehabilitation work write up and, where determined necessary by SNRHA, specifications and plans. For new construction units, the description must include the working drawings and specifications.
- Any additional requirements for quality, architecture, or design over and above HQS.

Execution of the Agreement [24 CFR 983.153]

The Agreement must be executed promptly after SNRHA notice of proposal selection to the selected owner. However, SNRHA may not enter into the Agreement with the owner until the subsidy layering review is completed. Likewise, SNRHA may not enter into the Agreement until the environmental review is completed and SNRHA has received environmental approval. The PHA may not enter into the Agreement if construction or rehabilitation has started after proposal submission.

SNRHA Policy



SNRHA will enter into the Agreement with the owner within 10 business days of receiving both environmental approval and notice that subsidy layering requirements have been met, and before construction or rehabilitation work is started.

17-IV.C. CONDUCT OF DEVELOPMENT WORK

Labor Standards [24 CFR 983.154(b)]

If an Agreement covers the development of nine or more contract units (whether or not completed in stages), the owner and the owner's contractors and subcontractors must pay Davis-Bacon wages to laborers and mechanics employed in the development of housing. The HUD-prescribed form of the Agreement will include the labor standards clauses required by HUD, such as those involving Davis-Bacon wage rates.

The owner, contractors, and subcontractors must also comply with the Contract Work Hours and Safety Standards Act, Department of Labor regulations in 29 CFR part 5, and other applicable federal labor relations laws and regulations. SNRHA must monitor compliance with labor standards.

Equal Opportunity [24 CFR 983.154(c)]

The owner must comply with Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations at 24 CFR part 135. The owner must also comply with federal equal employment opportunity requirements.

Owner Disclosure [24 CFR 983.154(d) and (e)]

The Agreement and HAP contract must include a certification by the owner that the owner and other project principals are not on the U.S. General Services Administration list of parties excluded from federal procurement and non-procurement programs.

The owner must also disclose any possible conflict of interest that would be a violation of the Agreement, the HAP contract, or HUD regulations.

17-IV.D. COMPLETION OF HOUSING

The Agreement must specify the deadlines for completion of the housing, and the owner must develop and complete the housing in accordance with these deadlines. The Agreement must also specify the deadline for submission by the owner of the required evidence of completion.

Evidence of Completion [24 CFR 983.155(b)]

At a minimum, the owner must submit the following evidence of completion to SNRHA in the form and manner required by SNRHA:

- Owner certification that the work has been completed in accordance with HQS and all requirements of the Agreement; and
- Owner certification that the owner has complied with labor standards and equal opportunity requirements in development of the housing.

At SNRHA's discretion, the Agreement may specify additional documentation that must be submitted by the owner as evidence of housing completion.

SNRHA Policy



SNRHA will determine the need for the owner to submit additional documentation as evidence of housing completion on a case-by-case basis depending on the nature of the PBV project. SNRHA will specify any additional documentation requirements in the Agreement to enter into HAP contract.

SNRHA Acceptance of Completed Units [24 CFR 983.156]

Upon notice from the owner that the housing is completed, SNRHA must inspect to determine if the housing has been completed in accordance with the Agreement, including compliance with HQS and any additional requirements imposed under the Agreement. SNRHA must also determine if the owner has submitted all required evidence of completion.

If the work has not been completed in accordance with the Agreement, SNRHA must not enter into the HAP contract.

If SNRHA determines the work has been completed in accordance with the Agreement and that the owner has submitted all required evidence of completion, SNRHA must submit the HAP contract for execution by the owner and must then execute the HAP contract.

PART V: HOUSING ASSISTANCE PAYMENTS CONTRACT (HAP)

17-V.A. OVERVIEW [PBV Quick Reference Guide 10/14]

SNRHA must enter into a HAP contract with an owner for units that are receiving PBV assistance. The purpose of the HAP contract is to provide housing assistance payments for eligible families. Housing assistance is paid for contract units leased and occupied by eligible families during the HAP contract term. The HAP contract must be in the form required by HUD [24 CFR 983.202].

17-V.B. HAP CONTRACT REQUIREMENTS

Contract Information [24 CFR 983.203, PBV Quick Reference Guide 10/14, Notice PIH 2019-23]

The RAD PBV program uses the PBV HAP contract for new construction or rehabilitated housing (Form HUD-52530A), as modified by the RAD rider (Form HUD-52621). For closings on or after January 1, 2018, HUD incorporated the RAD rider directly into the standard PBV HAP contract. For closing that occurred prior to January 1, 2018, the RAD rider must be attached to the PBV HAP contract.

The distinction between “existing housing” and “rehabilitated and newly constructed housing” is overridden by RAD requirements. The project must also have an initial RAD use agreement. All public housing RAD conversion properties financed with LIHTC are also required to include an LIHTC rider.

The HAP contract must specify the following information:

- The total number of contract units by number of bedrooms;
- The project’s name, street address, city or county, state and zip code, block and lot number (if known), and any other information necessary to clearly identify the site and the building;



- The number of contract units in each building, the location of each contract unit, the area of each contract unit, and the number of bedrooms and bathrooms in each contract unit;
- Services, maintenance, and equipment to be supplied by the owner and included in the rent to owner;
- Utilities available to the contract units, including a specification of utility services to be paid by the owner (included in rent) and utility services to be paid by the resident;
- Features provided to comply with program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8;
- The HAP contract term;
- The number of units in any project that will exceed the 25 percent per project cap, which will be set-aside for occupancy by qualifying families; and
- The initial rent to owner for the first 12 months of the HAP contract term.

Execution of the HAP Contract [24 CFR 983.204]

SNRHA may not enter into a HAP contract until each contract unit has been inspected and SNRHA has determined that the unit complies with the Housing Quality Standards (HQS). For existing housing, the HAP contract must be executed promptly after SNRHA selects the owner proposal and inspects the housing units. For newly constructed or rehabilitated housing the HAP contract must be executed after SNRHA has inspected the completed units and has determined that the units have been completed in accordance with the agreement to enter into HAP, and the owner furnishes all required evidence of completion.

SNRHA Policy

For existing housing, the HAP contract will be executed within 10 business days of SNRHA determining that all units pass HQS.

For rehabilitated or newly constructed housing, the HAP contract will be executed within 10 business days of SNRHA determining that the units have been completed in accordance with the agreement to enter into HAP, all units meet HQS, and the owner has submitted all required evidence of completion.

Term of HAP Contract [24 CFR 983.205, FR Notice 1/18/17, and Notice PIH 2017-21, Notice PIH 2019-23]

SNRHA may enter into a HAP contract with an owner for an initial term of no less than one year and no more than twenty (20) years for HAP contracts entered into on or after June 30, 2008.

SNRHA Policy

The term of all PBV HAP contracts will be negotiated with the owner on a case-by-case basis.

Within one year before expiration of the HAP contract, SNRHA may extend the term of the contract for an additional term of up to twenty (20) years if SNRHA determines an extension is appropriate to continue providing affordable housing for low-income families. The maximum term for all extensions is twenty (20) years and is subject to the same limitations that an extension is appropriate to continue providing affordable housing for low-income families. All



extensions must be on the form and subject to the conditions prescribed by HUD at the time of the extension.

SNRHA Policy

When determining whether or not to extend an expiring PBV contract, SNRHA will consider several factors including, but not limited to:

- The cost of extending the contract and the amount of available budget authority;
- The condition of the contract units;
- The owner's record of compliance with obligations under the HAP contract and lease(s);
- Whether the location of the units continues to support the goals of deconcentrating poverty and expanding housing opportunities; and
- Whether the funding could be used more appropriately for tenant-based assistance.

Termination by SNRHA [24 CFR 983.205(c)]

The HAP contract must provide that the term of SNRHA's contractual commitment is subject to the availability of sufficient appropriated funding as determined by HUD or by SNRHA in accordance with HUD instructions. For these purposes, sufficient funding means the availability of appropriations, and of funding under the ACC from such appropriations, to make full payment of housing assistance payments payable to the owner for any contract year in accordance with the terms of the HAP contract.

If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, SNRHA may terminate the HAP contract by notice to the owner. The termination must be implemented in accordance with HUD instructions.

Termination by Owner [24 CFR 983.205(d)]

If in accordance with program requirements the amount of rent to an owner for any contract unit is reduced below the amount of the rent to owner at the beginning of the HAP contract term, the owner may terminate the HAP contract by giving notice to SNRHA. In this case, families living in the contract units must be offered tenant-based assistance.

Remedies for HQS Violations [24 CFR 983.207(b)]

SNRHA may not make any HAP payment to the owner for a contract unit during any period in which the unit does not comply with HQS. If SNRHA determines that a contract does not comply with HQS, SNRHA may exercise any of its remedies under the HAP contract, for any or all of the contract units. Available remedies include termination of housing assistance payments, abatement or reduction of housing assistance payments, reduction of contract units, and termination of the HAP contract.

SNRHA Policy



SNRHA will abate and terminate PBV HAP contracts for non-compliance with HQS in accordance with the policies used in the tenant-based voucher program. These policies are contained in Section 8-II.G., Enforcing Owner Compliance.

17-V.C. AMENDMENTS TO THE HAP CONTRACT

Substitution of Contract Units [24 CFR 983.207(b)]

At SNRHA's discretion and subject to all PBV requirements, the HAP contract may be amended to substitute a different unit with the same number of bedrooms in the same project for a previously covered contract unit. Before any such substitution can take place, SNRHA must inspect the proposed unit and determine the reasonable rent for the unit.

Addition of Contract Units [24 CFR 983.207(b)]

At SNRHA's discretion and subject to the restrictions on the number of dwelling units that can receive PBV assistance per project and on the overall size of SNRHA's PBV program, a HAP contract may be amended during the three-year period following the execution date of the

HAP contract to add additional PBV units in the same project. This type of amendment is subject to all PBV program requirements except that a new PBV proposal is not required.

SNRHA Policy

SNRHA will consider adding contract units to the HAP contract when SNRHA determines that additional housing is needed to serve eligible low-income families. Circumstances may include, but are not limited to:

The local housing inventory is reduced due to a disaster (either due to loss of housing units, or an influx of displaced families); and

Voucher holders are having difficulty finding units that meet program requirements.

17-V.D. HAP CONTRACT YEAR, ANNIVERSARY, AND EXPIRATION DATES [24 CFR 983.206(c) and 983.302(e)]

The HAP contract year is the period of 12 calendar months preceding each annual anniversary of the HAP contract during the HAP contract term. The initial contract year is calculated from the first day of the first calendar month of the HAP contract term.

The annual anniversary of the HAP contract is the first day of the first calendar month after the end of the preceding contract year.

There is a single annual anniversary and expiration date for all units under a particular HAP contract, even in cases where contract units are placed under the HAP contract in stages (on different dates) or units are added by amendment. The anniversary and expiration dates for all units coincide with the dates for the contract units that were originally placed under contract.

17-V.E. OWNER RESPONSIBILITIES UNDER THE HAP CONTRACT [24 CFR 983.209]

When the owner executes the HAP contract the owner certifies that at such execution and at all times during the term of the HAP contract:



- All contract units are in good condition and the owner is maintaining the premises and contract units in accordance with HQS;
- The owner is providing all services, maintenance, equipment and utilities as agreed to under the HAP contract and the leases;
- Each contract unit for which the owner is receiving HAP, is leased to an eligible family referred by SNRHA, and the lease is in accordance with the HAP contract and HUD requirements;
- To the best of the owner's knowledge the family resides in the contract unit for which the owner is receiving HAP, and the unit is the family's only residence;
- The owner (including a principal or other interested party) is not the spouse, parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit;
- The amount of the HAP the owner is receiving is correct under the HAP contract;
- The rent for contract units does not exceed rents charged by the owner for comparable unassisted units;
- Except for HAP and resident rent, the owner has not received and will not receive any other payment or consideration for rental of the contract unit; and
- The family does not own or have any interest in the contract unit.

17-V.F. ADDITIONAL HAP REQUIREMENTS

Housing Quality and Design Requirements [24 CFR 983.101(e) and 983.208(a)]

The owner is required to maintain and operate the contract units and premises in accordance with HQS, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance, equipment, and utilities specified in the HAP contract with SNRHA and in the lease with each assisted family. In addition, maintenance, replacement and redecoration must be in accordance with the standard practice for the building as established by the owner.

SNRHA may elect to establish additional requirements for quality, architecture, or design of PBV housing. Any such additional requirements must be specified in the Agreement to enter into a HAP contract and the HAP contract. These requirements must be in addition to, not in place of, compliance with HQS.

SNRHA Policy

SNRHA will identify the need for any special features on a case-by-case basis depending on the intended occupancy of the PBV project. SNRHA will specify any

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

Vacancy Payments [24 CFR 983.352(b)]

At the discretion of SNRHA, the HAP contract may provide for vacancy payments to the owner for a SNRHA-determined period of vacancy extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month. The amount of the vacancy payment will be determined by SNRHA and cannot



exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the resident's security deposit).

SNRHA Policy

SNRHA will decide on a case-by-case basis if SNRHA will provide vacancy payments to the owner. The HAP contract with the owner will contain any such agreement, including the amount of the vacancy payment and the period for which the owner will qualify for these payments. Vacancy payments shall only be made when SNRHA has not referred clients to management for a period of 30 calendar days.

PART VI: SELECTION OF PBV PROGRAM PARTICIPANTS

17-VI.A. OVERVIEW

Many of the provisions of the tenant-based voucher regulations [24 CFR 982] also apply to the PBV program. This includes requirements related to determining eligibility and selecting applicants from the waiting list. Even with these similarities, there are requirements that are unique to the PBV program. This part describes the requirements and policies related to eligibility and admission to the PBV program.

17-VI.B. ELIGIBILITY FOR PBV ASSISTANCE [24 CFR 983.251(a) and (b)]

SNRHA may select families for the PBV program from those who are participants in SNRHA's tenant-based voucher program and from those who have applied for admission to the voucher program. For voucher participants, eligibility was determined at original admission to the voucher program and does not need to be redetermined at the commencement of PBV assistance. For all others, eligibility for admission must be determined at the commencement of PBV assistance.

Applicants for PBV assistance must meet the same eligibility requirements as applicants for the tenant-based voucher program. Applicants must qualify as a family as defined by HUD and SNRHA, have income at or below HUD-specified income limits, and qualify on the basis of citizenship or the eligible immigration status of family members [24 CFR 982.201(a) and 24 CFR 983.2(a)]. In addition, an applicant family must provide social security information for family members [24 CFR 5.216 and 5.218] and consent to SNRHA's collection and use of family information regarding income, expenses, and family composition [24 CFR 5.230]. An applicant family must also meet HUD requirements related to current or past criminal activity.

SNRHA Policy

SNRHA will determine an applicant family's eligibility for the PBV program in accordance with the policies in Chapter 3.

In-Place Families [24 CFR 983.251(b)]

An eligible family residing in a proposed PBV contract unit on the date the proposal is selected by SNRHA is considered an "in-place family." These families are afforded protection from displacement under the PBV rule. If a unit to be placed under contract (either an existing unit or a unit requiring rehabilitation) is occupied by an eligible family on the date the proposal is selected, the in-place family must be placed on SNRHA's waiting list. Once the family's



continued eligibility is determined (SNRHA may deny assistance to an in-place family for the grounds specified in 24 CFR 982.552 and 982.553), the family must be given an absolute selection preference and SNRHA must refer these families to the project owner for an appropriately sized PBV unit in the project. Admission of eligible in-place families is not subject to income targeting requirements.

This regulatory protection from displacement does not apply to families that are not eligible to participate in the program on the proposal selection date.

17-VI.C. ORGANIZATION OF THE WAITING LIST [24 CFR 983.251(c)]

SNRHA may establish a separate waiting list for PBV units or it may use the same waiting list for both tenant-based and project-based assistance. SNRHA may also merge the PBV waiting list with a waiting list for other assisted housing programs offered by SNRHA. If SNRHA chooses to offer a separate waiting list for PBV assistance, SNRHA must offer to place applicants who are listed on the tenant-based waiting list on the waiting list for PBV assistance.

If SNRHA decides to establish a separate PBV waiting list, SNRHA may use a single waiting list for SNRHA's whole PBV program, or it may establish separate waiting lists for PBV units in particular projects or buildings or for sets of such units.

SNRHA Policy

SNRHA will establish and manage separate waiting lists for individual projects or buildings that are receiving PBV assistance. SNRHA currently has waiting lists for the following PBV projects:

- Juan Garcia Gardens
- Coronado Drive Senior Housing
- Patriots Place Apartments
- Allegiance Apartments

SNRHA will also establish and manage separate waiting lists for the following Rental Assistance Demonstration (RAD) Program conversion to PBV assistance properties:

- Biegger Estates (Rental Assistance Demonstration [RAD] Program)
- Rose Gardens (Rental Assistance Demonstration [RAD] Program)
- Espinoza Terrace (Rental Assistance Demonstration [RAD] Program)
- Landsman (Rental Assistance Demonstration [RAD] Program)
- Vera Johnson B (Rental Assistance Demonstration [RAD] Program)
- Lubertha Johnson Estates (Rental Assistance Demonstration [RAD] Program)
- Marion D. Bennett Sr. Plaza (Rental Assistance Demonstration [RAD] Program)
- Archie Grant (Rental Assistance Demonstration [RAD] Program)

17-VI.D. SELECTION FROM THE WAITING LIST [24 CFR 983.251(c)]



Applicants who will occupy units with PBV assistance must be selected from SNRHA’s waiting list. SNRHA may establish selection criteria or preferences for occupancy of particular PBV units. SNRHA may place families referred by the PBV owner on its PBV waiting list.

Income Targeting [24 CFR 983.251(c)(6)]

At least 75 percent of the families admitted to SNRHA’s tenant-based and project-based voucher programs during SNRHA’s fiscal year from the waiting list must be extremely-low income families. The income targeting requirement applies to the total of admissions to both programs.

Units with Accessibility Features [24 CFR 983.251(c)(7)]

When selecting families to occupy PBV units that have special accessibility features for persons with disabilities, SNRHA must first refer families who require such features to the owner.

Preferences [24 CFR 983.251(d)]

SNRHA may use the same selection preferences that are used for the tenant-based voucher program, establish selection criteria or preferences for the PBV program as a whole, or for occupancy of particular PBV developments or units. SNRHA must provide an absolute selection preference for eligible in-place families as described in Section 17-VI.B. above.

Although SNRHA is prohibited from granting preferences to persons with a specific disability, SNRHA may give preference to disabled families who need services offered at a particular project or site if the preference is limited to families (including individuals):

- With disabilities that significantly interfere with their ability to obtain and maintain themselves in housing;
- Who, without appropriate supportive services, will not be able to obtain or maintain themselves in housing; and
- For whom such services cannot be provided in a non-segregated setting.

In advertising such a project, the owner may advertise the project as offering services for a particular type of disability; however, the project must be open to all otherwise eligible disabled persons who may benefit from services provided in the project. In these projects, disabled residents may not be required to accept the particular services offered as a condition of occupancy.

If SNRHA has projects with more than 25 percent of the units receiving project-based assistance because those projects include “excepted units” (units specifically made available for elderly or disabled families, or families receiving supportive services), SNRHA must give preference to such families when referring families to these units [24 CFR 983.261(b)].

SNRHA Policy

SNRHA will provide a selection preference when required by the regulation (e.g., eligible in-place families, qualifying families for “excepted units,” mobility impaired persons for accessible units). SNRHA will not offer any additional preferences for the PBV program or for particular PBV projects or units.

17-VI.E. OFFER OF PBV ASSISTANCE

Refusal of Offer [24 CFR 983.251(e)(3)]



SNRHA is prohibited from taking any of the following actions against a family who has applied for, received, or refused an offer of PBV assistance:

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

Disapproval by Landlord [24 CFR 983.251(e)(2)]

If a PBV owner rejects a family for admission to the owner's units, such rejection may not affect the family's position on the tenant-based voucher waiting list.

Acceptance of Offer [24 CFR 983.252]

Family Briefing

When a family accepts an offer for PBV assistance, SNRHA must give the family an oral briefing. The briefing must include information on how the program works and the responsibilities of the family and owner. In addition to the oral briefing, SNRHA must provide a briefing packet that explains how SNRHA determines the total resident payment for a family, the family obligations under the program, and applicable fair housing information.

Persons with Disabilities

If an applicant family's head or spouse is disabled, SNRHA must assure effective communication, in accordance with 24 CFR 8.6, in conducting the oral briefing and in providing the written information packet. This may include making alternative formats available (see Chapter 2). In addition, SNRHA must have a mechanism for referring a family that includes a member with mobility impairment to an appropriate accessible PBV unit.

Persons with Limited English Proficiency

SNRHA should take reasonable steps to assure meaningful access by persons with limited English proficiency in accordance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166 (see Chapter 2).

17-VLF. OWNER SELECTION OF RESIDENTS

The owner is responsible for developing written resident selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant's ability to fulfill their obligations under the lease. An owner must promptly notify in writing any rejected applicant of the grounds for any rejection [24 CFR 983.253(a)](2) and (a)(3).

Leasing [24 CFR 983.253(a)]

During the term of the HAP contract, the owner must lease contract units to eligible families that are selected and referred by SNRHA from SNRHA's waiting list. The contract unit leased to the family must be the appropriate size unit for the size of the family, based on SNRHA's subsidy standards.



Filling Vacancies [24 CFR 983.254(a)]

The owner must promptly notify SNRHA of any vacancy or expected vacancy in a contract unit. After receiving such notice, SNRHA must make every reasonable effort to promptly refer a sufficient number of families for the owner to fill such vacancies. SNRHA and the owner must make reasonable efforts to minimize the likelihood and length of any vacancy.

SNRHA Policy

The owner must notify SNRHA in writing (mail, fax, or e-mail) within 5 business days of learning about any vacancy or expected vacancy.

SNRHA will make every reasonable effort to refer families to the owner within 10 business days of receiving such notice from the owner.

Reduction in HAP Contract Units [Notice PIH 2019-23]

Project owners are required to make available for occupancy by eligible tenants the number of assisted units under the terms of the HAP contract.

The PHA may not reduce the number of assisted units without written HUD approval. Any HUD approval of a PHA's request to reduce the number of assisted units under contract is subject to conditions that HUD may impose. MTW agencies may not alter this requirement.

If units are removed from the HAP contract because a new admission's TTP comes to equal or exceed the gross rent for the unit and if the project is fully assisted, the PHA must reinstate the unit after the family has vacated the property. If the project is partially assisted, the PHA may substitute a different unit for the unit on the HAP contract in accordance with 24 CFR 983.207, or where the development has "floating" units.

17-VI.G. RESIDENT SCREENING [24 CFR 983.255]

SNRHA Responsibility

SNRHA is not responsible or liable to the owner or any other person for the family's behavior or suitability for tenancy. However, SNRHA may opt to screen applicants for family behavior or suitability for tenancy and may deny applicants based on such screening.

SNRHA Policy

SNRHA will not conduct screening to determine a PBV applicant family's suitability for tenancy. SNRHA shall screen for program eligibility. The management must determine tenancy screening requirements.

SNRHA must provide the owner with an applicant family's current and prior address (as shown in SNRHA records) and the name and address (if known by SNRHA) of the family's current landlord and any prior landlords.

In addition, SNRHA may offer the owner other information SNRHA may have about a family, including information about the tenancy history of family members or about drug trafficking and criminal activity by family members. SNRHA must provide applicant



families a description of SNRHA policy on providing information to owners, and SNRHA must give the same types of information to all owners.

SNRHA Policy

SNRHA will inform owners of their responsibility to screen prospective residents, and will provide owners with the required known name and address information, at the time of the turnover HQS inspection or before. SNRHA will not provide any additional information to the owner, such as tenancy history, criminal history, etc.

Owner Responsibility

The owner is responsible for screening and selection of the family to occupy the owner's unit. When screening families the owner may consider a family's background with respect to the following factors:

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

PART VII: OCCUPANCY

17-VII.A. OVERVIEW

After an applicant has been selected from the waiting list, determined eligible by SNRHA, referred to an owner and determined suitable by the owner, the family will sign the lease and occupancy of the unit will begin.

17-VII.B. LEASE [24 CFR 983.256]

The resident must have legal capacity to enter a lease under state and local law. *Legal capacity* means that the resident is bound by the terms of the lease and may enforce the terms of the lease against the owner.

Form of Lease [24 CFR 983.256(b)]

The resident and the owner must enter into a written lease agreement that is signed by both parties. If an owner uses a standard lease form for rental units to unassisted residents in the locality or premises, the same lease must be used for assisted residents, except that the lease must include a HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

If the owner does not use a standard lease form for rental to unassisted residents, the owner may use another form of lease, such as a SNRHA model lease. SNRHA may review the owner's lease form to determine if the lease complies with state and local law. If SNRHA determines that the lease does not comply with state or local law, SNRHA may decline to approve the tenancy.

SNRHA Policy



SNRHA will not review the owner's lease for compliance with state or local law.

Lease Requirements [24 CFR 983.256(c)]

The lease for a PBV unit must specify all of the following information:

- The names of the owner and the resident;
- The unit rented (address, apartment number, if any, and any other information needed to identify the leased contract unit);
- The term of the lease (initial term and any provision for renewal);
- The amount of the resident rent to owner, which is subject to change during the term of the lease in accordance with HUD requirements;
- A specification of the services, maintenance, equipment, and utilities that will be provide by the owner; and
- The amount of any charges for food, furniture, or supportive services.

Tenancy Addendum [24 CFR 983.256(d)]

The tenancy addendum in the lease must state:

- The program tenancy requirements;
- The composition of the household as approved by SNRHA (the names of family members and any SNRHA-approved live-in aide);
- All provisions in the HUD-required tenancy addendum must be included in the lease. The terms of the tenancy addendum prevail over other provisions of the lease.

Initial Term and Lease Renewal [24 CFR 983.256(f) and 983.257(b)]

The initial lease term must be for at least one year. Upon expiration of the lease, an owner may renew the lease, refuse to renew the lease for "good cause," or refuse to renew the lease without good cause. If the owner refuses to renew the lease without good cause, SNRHA must provide the family with a resident-based voucher and remove the unit from the PBV HAP contract.

Changes in the Lease [24 CFR 983.256(e)]

If the resident and owner agree to any change in the lease, the change must be in writing, and the owner must immediately give SNRHA a copy of all changes.

The owner must notify SNRHA in advance of any proposed change in the lease regarding the allocation of resident and owner responsibilities for utilities. Such changes may only be made if approved by SNRHA and in accordance with the terms of the lease relating to its amendment. SNRHA must redetermine reasonable rent, in accordance with program requirements, based on any change in the allocation of the responsibility for utilities between the

owner and the resident. The redetermined reasonable rent will be used in calculation of the rent to owner from the effective date of the change.

Owner Termination of Tenancy [24 CFR 983.257]

With two exceptions, the owner of a PBV unit may terminate tenancy for the same reasons an owner may in the tenant-based voucher program (see Section 12-III.B. and 24 CFR 982.310). In



the PBV program, terminating tenancy for “good cause” does not include doing so for a business or economic reason, or a desire to use the unit for personal or family use or other non-residential purpose.

Non-Compliance with Supportive Services Requirement [24 CFR 983.257(c)]

If a family is living in a project-based unit that is excepted from the 25 percent per project cap on project-basing because of participation in a supportive services program (e.g., Family Self-Sufficiency), and the family fails to complete its supportive services requirement without good cause, such failure is grounds for lease termination by the owner.

Resident Absence from the Unit [24 CFR 983.256(g) and 982.312(a)]

The owner may specify in the lease a maximum period of resident absence from the unit that is shorter than the maximum period permitted by SNRHA policy. According to program requirements, the family’s assistance must be terminated if they are absent from the unit for more than 180 consecutive calendar days.

Security Deposits [24 CFR 983.258]

The owner may collect a security deposit from the resident. SNRHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted residents.

SNRHA Policy

SNRHA will allow the owner to collect a security deposit amount the owner determines is appropriate.

When the resident moves out of a contract unit, the owner, subject to state and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid resident rent, damages to the unit, or other amounts owed by the resident under the lease.

The owner must give the resident a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used to reimburse the owner, the owner must promptly refund the full amount of the balance to the resident.

If the security deposit does not cover the amount owed by the resident under the lease, the owner may seek to collect the balance from the resident. SNRHA has no liability or responsibility for payment of any amount owed by the family to the owner.

17-VII.C. MOVES

Overcrowded, Under-Occupied, and Accessible Units [24 CFR 983.259]

If SNRHA determines that a family is occupying a wrong size unit, based on SNRHA’s subsidy standards, or a unit with accessibility features that the family does not require, and the unit is needed by a family that does require the features, SNRHA must promptly notify the family and the owner of this determination, and SNRHA must offer the family the opportunity to receive continued housing assistance in another unit.

SNRHA Policy



SNRHA will notify the family and the owner of the family's need to move based on the occupancy of a wrong-size or accessible unit within 10 business days of SNRHA's determination. SNRHA will offer the family the following types of continued assistance in the following order, based on the availability of assistance:

PBV assistance in the same building or project;

PBV assistance in another project; and

Tenant-based voucher assistance

If SNRHA offers the family a tenant-based voucher, SNRHA must terminate the housing assistance payments for a wrong-sized or accessible unit at expiration of the term of the family's voucher (including any extension granted by SNRHA).

If SNRHA offers the family another form of assistance that is not a tenant-based voucher, and the family does not accept the offer, does not move out of the PBV unit within a reasonable time as determined by SNRHA, or both, SNRHA must terminate the housing assistance payments for the unit at the expiration of a reasonable period as determined by SNRHA.

SNRHA Policy

When SNRHA offers a family another form of assistance that is not a tenant-based voucher, the family will be given 30 days from the date of the offer to accept the offer and move out of the PBV unit. If the family does not move out within this 30-day time frame, SNRHA will terminate the housing assistance payments at the expiration of this 30-day period.

SNRHA may make exceptions to this 30-day period if needed for reasons beyond the family's control such as death, serious illness, or other medical emergency of a family member.

Family Right to Move [24 CFR 983.260]

The family may terminate the lease at any time after the first year of occupancy. The family must give advance written notice to the owner in accordance with the lease and provide a copy of such notice to SNRHA. If the family wishes to move with continued tenant-based assistance, the family must provide the manager with a Vacate Notice and be in good standing under their current lease (meaning not under an eviction not owing a debt to the PBV development). A copy of the notice shall be forwarded to SNRHA staff for placement on its tenant based PBV waitlist. SNRHA will notify families and management when there is no funding available for tenant-based vouchers as well as when funding becomes available again. The Vacate Notices shall not be accepted during a period of time when there has been written notice provided that there is not tenant-based funding available.

Families currently residing in PBV/RAD (Project Based/Rental Assistance) properties who are requesting an emergency transfer in accordance with the Violence Against Women Act (VAWA), and have completed and submitted the HUD 5382 "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation" form along with any other requested documentation from SNRHA (i.e. Police Report, Temporary Protection Order, etc.) may be eligible for an HCV Mobility Voucher, if available. If not



available, SNRHA will look for other units within PBV/RAD properties for the family to be relocated.

If the family terminates the lease in accordance with these requirements, SNRHA is required to offer the family the opportunity for continued tenant-based assistance, in the form of a mobility voucher or other comparable tenant-based rental assistance. If a mobility voucher or other comparable tenant-based assistance is not immediately available upon termination of the family's lease in the PBV unit, SNRHA must give the family priority to receive the next available opportunity for continued tenant-based assistance, when funding is available.

If the family terminates the assisted lease before the end of the first year, the family relinquishes the opportunity for continued tenant-based assistance.

Choice Mobility Cap (Voucher Turnover Cap)

SNRHA may restrict choice mobility vouchers to 75 percent of SNRHA's tenant-based turnover vouchers annually.

17-VII.D. EXCEPTIONS TO THE OCCUPANCY CAP [24 CFR 983.261]

SNRHA may not pay housing assistance under a PBV HAP contract for more than 25 percent of the number of dwelling units in a project unless the units are [24 CFR 983.56]:

- Specifically made available for elderly or disabled families; or
- Specifically made available for families receiving supportive services as defined by SNRHA. At least one member must be receiving at least one qualifying supportive service.

If a family at the time of initial tenancy is receiving and while the resident of an excepted unit has received Family Self-Sufficiency (FSS) supportive services or any other service as defined as defined by SNRHA and successfully completes the FSS contract of participation or the supportive services requirement, the unit continues to count as an excepted unit for as long as the family resides in the unit.

A family (or remaining members of a family) residing in an excepted unit that no longer meets the criteria for a "qualifying family" in connection with the 25 percent per project cap exception (e.g., the family does not successfully complete supportive services requirements, or due to a change in family composition the family is no longer elderly or disabled), must vacate the unit within a reasonable period of time established by SNRHA, and SNRHA must cease paying housing assistance payments on behalf of the non-qualifying family.

If the family fails to vacate the unit within the established time, the unit must be removed from the HAP contract unless the project is partially assisted, and it is possible for the HAP contract to be amended to substitute a different unit in the building in accordance with program requirements; or the owner terminates the lease and evicts the family. The housing assistance payments for a family residing in an excepted unit that is not in compliance with its family obligations to comply with supportive services requirements must be terminated by SNRHA.

SNRHA Policy

SNRHA will not provide PBV assistance for excepted units.



PART VIII: DETERMINING RENT TO OWNER

17-VIII.A. OVERVIEW

The amount of the initial rent to an owner of units receiving PBV assistance is established at the beginning of the HAP contract term. Although for rehabilitated or newly constructed housing, the agreement to enter into HAP Contract (Agreement) states the estimated amount of the initial rent to owner, the actual amount of the initial rent to owner is established at the beginning of the HAP contract term.

During the term of the HAP contract, the rent to owner is redetermined at the owner's request in accordance with program requirements, and at such time that there is a five percent or greater decrease in the published FMR.

17-VIII.B. RENT LIMITS [24 CFR 983.301]

Except for certain tax credit units (discussed below), the rent to owner must not exceed the lowest of the following amounts:

- An amount determined by SNRHA, not to exceed 110 percent of the applicable fair market rent (or any HUD-approved exception payment standard) for the unit bedroom size minus any utility allowance;
- The reasonable rent; or
- The rent requested by the owner.

Certain Tax Credit Units [24 CFR 983.301(c)]

For certain tax credit units, the rent limits are determined differently than for other PBV units. These different limits apply to contract units that meet all of the following criteria:

- The contract unit receives a low-income housing tax credit under the Internal Revenue Code of 1986;
- The contract unit is not located in a qualified census tract;
- There are comparable tax credit units of the same bedroom size as the contract unit in the same building, and the comparable tax credit units do not have any form of rental assistance other than the tax credit; and
- The tax credit rent exceeds a SNRHA-determined amount (not to exceed 110 percent of the fair market rent or any approved exception payment standard);

For contract units that meet all of these criteria, the rent to owner must not exceed the lowest of:

- 110 percent of the fair market rent or any approved exception payment standard minus the utility allowance for owner paid utilities;
- The reasonable rent; or
- The rent requested by the owner.

Definitions

A *qualified census tract* is any census tract (or equivalent geographic area defined by the Bureau of the Census) in which at least 50 percent of households have an income of less than 60 percent



of Area Median Gross Income (AMGI), or where the poverty rate is at least 25 percent and where the census tract is designated as a qualified census tract by HUD.

Tax credit rent is the rent charged for comparable units of the same bedroom size in the building that also receive the low-income housing tax credit but do not have any additional rental assistance (e.g., tenant-based voucher assistance).

Use of FMRs, Exception Payment Standards, and Utility Allowances [24 CFR 983.301(f)]

When determining the initial rent to owner, SNRHA must use the most recently published FMR in effect and the utility allowance schedule in effect at execution of the HAP contract. When redetermining the rent to owner, SNRHA must use the most recently published FMR and the utility allowance schedule in effect at the time of redetermination. At its discretion, SNRHA may for initial rent, use the amounts in effect at any time during the 30-day period immediately before the beginning date of the HAP contract, or for redeterminations of rent, the 30-day period immediately before the redetermination date.

Any HUD-approved exception payment standard amount under the tenant-based voucher program also applies to the project-based voucher program. HUD will not approve a different exception payment stand amount for use in the PBV program.

Likewise, SNRHA may not establish or apply different utility allowance amounts for the PBV program. The same utility allowance schedule applies to both the tenant-based and project-based voucher programs.

SNRHA Policy

Upon written request by the owner, SNRHA will consider using the FMR or utility allowances in effect during the 30-day period before the start date of the HAP, or redetermination of rent. The owner must explain the need to use the previous FMRs or utility allowances and include documentation in support of the request. SNRHA will review and make a decision based on the circumstances and merit of each request.

In addition to considering a written request from an owner, SNRHA may decide to use the FMR or utility allowances in effect during the 30-day period before the start date of the HAP, or redetermination of rent, if SNRHA determines it is necessary due to SNRHA budgetary constraints.

Redetermination of Rent [24 CFR 983.302]

SNRHA must redetermine the rent to owner upon the owner's request or when there is a five percent or greater decrease in the published FMR.

Rent Increase

If an owner wishes to request an increase in the rent to owner from SNRHA, it must be requested at the annual anniversary of the HAP contract (see Section 17-V.D.). The request must be in writing and in the form and manner required by SNRHA. Rental increases must be submitted 60 calendar days prior to the anniversary date of the HAP contract for the participant.

SNRHA may only make rent increases in accordance with the rent limits described previously. There are no provisions in the PBV program for special adjustments (e.g., adjustments that reflect increases in the actual and necessary expenses of owning and maintaining the units which



have resulted from substantial general increases in real property taxes, utility rates, or similar costs).

SNRHA Policy

An owner's request for a rent increase must be submitted to SNRHA 60 calendar days prior to the anniversary date of the HAP contract, and must include the new rent amount the owner is proposing.

RAD PBV: Rent adjustments are made on the contract anniversary date for all RAD PBV units. Adjusted rents may not exceed the lower of the reasonable rent, or the contract rent increase by the Operating Cost Adjustment Factor (OCAF) as established by HUD except if the rent increase would result in a rent below the initial rent. Rents must not fall below the initial contract rent.

SNRHA may not approve and the owner may not receive any increase of rent to owner until and unless the owner has complied with requirements of the HAP contract, including compliance with HQS. The owner may not receive any retroactive increase of rent for any period of noncompliance.

Rent Decrease

If there is a decrease in the rent to owner, as established in accordance with program requirements such as a change in the FMR or exception payment standard, or reasonable rent amount, the rent to owner must be decreased regardless of whether the owner requested a rent adjustment.

Notice of Rent Change

The rent to owner is redetermined by written notice by SNRHA to the owner specifying the amount of the redetermined rent. SNRHA notice of rent adjustment constitutes an amendment of the rent to owner specified in the HAP contract. The adjusted amount of rent to owner applies for the period of 12 calendar months from the annual anniversary of the HAP contract.

SNRHA Policy

SNRHA will provide the owner with at least 30 calendar days written notice of any change in the amount of rent to owner.

SNRHA-owned Units [24 CFR 983.301(g)]

For SNRHA-owned PBV units, the initial rent to owner and the annual redetermination of rent at the anniversary of the HAP contract are determined by the independent entity approved by HUD. SNRHA must use the rent to owner established by the independent entity.

17-VIII.C. REASONABLE RENT [24 CFR 983.303]

At the time the initial rent is established and all times during the term of the HAP contract, the rent to owner for a contract unit may not exceed the reasonable rent for the unit as determined by SNRHA, except where the PHA has elected within the HAP contract to not reduce rents below the initial rent under the initial HAP contract.

When Rent Reasonable Determinations are Required



SNRHA must redetermine the reasonable rent for a unit receiving PBV assistance whenever any of the following occur:

- There is a ten (10) percent or greater decrease in the published FMR in effect 60 calendar days before the contract anniversary (for the unit sizes specified in the HAP contract) as compared with the FMR that was in effect one year before the contract anniversary date;
- SNRHA approves a change in the allocation of responsibility for utilities between the owner and the resident;
- The HAP contract is amended to substitute a different contract unit in the same project; or
- There is any other change that may substantially affect the reasonable rent.

How to Determine Reasonable Rent

The reasonable rent of a unit receiving PBV assistance must be determined by comparison to rent for other comparable unassisted units. When making this determination, SNRHA must consider factors that affect market rent. Such factors include the location, quality, size, type and age of the unit, as well as the amenities, housing services maintenance, and utilities to be provided by the owner.

Comparability Analysis

For each unit, the comparability analysis must use at least three comparable units in the private unassisted market. This may include unassisted units in the premises or project that is receiving project-based assistance. The analysis must show how the reasonable rent was determined, including major differences between the contract units and comparable unassisted units, and must be retained by SNRHA. The comparability analysis may be performed by SNRHA staff or by another qualified person or entity. Those who conduct these analyses or are involved in determining the housing assistance payment based on the analyses may not have any direct or indirect interest in the property.

SNRHA-owned Units

For SNRHA-owned units, the amount of the reasonable rent must be determined by an independent agency approved by HUD in accordance with PBV program requirements. The independent entity must provide a copy of the determination of reasonable rent for SNRHA-owned units to SNRHA and to the HUD field office where the project is located.

Owner Certification of Reasonable Rent

By accepting each monthly housing assistance payment, the owner certifies that the rent to owner is not more than rent charged by the owner for other comparable unassisted units in the premises. At any time, SNRHA may require the owner to submit information on rents charged by the owner for other units in the premises or elsewhere.

17-VIII.D. EFFECT OF OTHER SUBSIDY AND RENT CONTROL

In addition to the rent limits discussed in Section 17-VIII.B above, other restrictions may limit the amount of rent to owner in a PBV unit. In addition, certain types of subsidized housing are not even eligible to receive PBV assistance (see Section 17-II.D).

Other Subsidy [24 CFR 983.304]



At its discretion, a SNRHA may reduce the initial rent to owner because of other governmental subsidies, including tax credit or tax exemption, grants, or other subsidized financing.

For units receiving assistance under the HOME program, rents may not exceed rent limits as required by that program.

For units in any of the following types of federally subsidized projects, the rent to owner may not exceed the subsidized rent (basic rent) as determined in accordance with requirements for the applicable federal program:

- An insured or non-insured Section 236 project;
- A formerly insured or non-insured Section 236 project that continues to receive Interest Reduction Payment following a decoupling action;
- A Section 221(d)(3) below market interest rate (BMIR) project;
- A Section 515 project of the Rural Housing Service;
- Any other type of federally subsidized project specified by HUD.

Combining Subsidy

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

Rent Control [24 CFR 983.305]

In addition to the rent limits set by PBV program regulations, the amount of rent to owner may also be subject to rent control or other limits under local, state, or federal law.

PART IX: PAYMENTS TO OWNER

17-IX.A. HOUSING ASSISTANCE PAYMENTS [24 CFR 983.351]

During the term of the HAP contract, SNRHA must make housing assistance payments to the owner in accordance with the terms of the HAP contract. During the term of the HAP contract, payments must be made for each month that a contract unit complies with HQS and is leased to and occupied by an eligible family. The housing assistance payment must be paid to the owner on or about the first day of the month for which payment is due, unless the owner and SNRHA agree on a later date.

Except for discretionary vacancy payments, SNRHA may not make any housing assistance payment to the owner for any month after the month when the family moves out of the unit (even if household goods or property are left in the unit).

The amount of the housing assistance payment by SNRHA is the rent to owner minus the resident rent (total tenant payment minus the utility allowance).

In order to receive housing assistance payments, the owner must comply with all provisions of the HAP contract. Unless the owner complies with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.

17-IX.B. VACANCY PAYMENTS [24 CFR 983.352]



If an assisted family moves out of the unit, the owner may keep the housing assistance payment for the calendar month when the family moves out. However, the owner may not keep the payment if SNRHA determines that the vacancy is the owner's fault.

SNRHA Policy

If SNRHA determines that the owner is responsible for a vacancy and, as a result, is not entitled to keep the housing assistance payment, SNRHA will notify the landlord of the amount of housing assistance payment that the owner must repay. SNRHA will require the owner to repay the amount owed in accordance with the policies in Section 16-IV.B.

At the discretion of SNRHA, the HAP contract may provide for vacancy payments to the owner. SNRHA may only make vacancy payments if:

- The owner gives SNRHA prompt, written notice certifying that the family has vacated the unit and identifies the date when the family moved out (to the best of the owner's knowledge);
- The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;
- The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and
- The owner provides any additional information required and requested by SNRHA to verify that the owner is entitled to the vacancy payment.

The owner must submit a request for vacancy payments in the form and manner required by SNRHA and must provide any information or substantiation required by SNRHA to determine the amount of any vacancy payment.

SNRHA Policy

If an owner's HAP contract calls for vacancy payments to be made, and the owner wishes to receive vacancy payments, the owner must have properly notified SNRHA of the vacancy in accordance with the policy in Section 17-VI.F regarding filling vacancies.

In order for a vacancy payment request to be considered, it must be made within 10 business days of the end of the period for which the owner is requesting the vacancy payment. The request must include the required owner certifications and SNRHA may require the owner to provide documentation to support the request. If the owner does not provide the information requested by SNRHA within 10 business days of SNRHA's request, no vacancy payments will be made.

17-IX.C. RESIDENT RENT TO OWNER [24 CFR 983.353]

The resident rent is the portion of the rent to owner paid by the family. The amount of resident rent is determined by SNRHA in accordance with HUD requirements. Any changes in the amount of resident rent will be effective on the date stated in SNRHA notice to the family and owner.

The family is responsible for paying the resident rent (total tenant payment minus the utility allowance). The amount of the resident rent determined by SNRHA is the maximum amount the



owner may charge the family for rental of a contract unit. The resident rent covers all housing services, maintenance, equipment, and utilities to be provided by the owner. The owner may not demand or accept any rent payment from the resident in excess of the resident rent as determined by SNRHA. The owner must immediately return any excess payment to the resident.

Resident and SNRHA Responsibilities

The family is not responsible for the portion of rent to owner that is covered by the housing assistance payment and the owner may not terminate the tenancy of an assisted family for DF nonpayment by SNRHA.

Likewise, SNRHA is responsible only for making the housing assistance payment to the owner in accordance with the HAP contract. SNRHA is not responsible for paying the resident's portion of rent, or any other claim by the owner, including damage to the unit. SNRHA may not use housing assistance payments or other program funds (including administrative fee reserves) to pay any part of the resident rent or other claim by the owner.

Utility Reimbursements [24 CFR 982.514(b)]

If the amount of the utility allowance exceeds the total resident payment, SNRHA must pay the amount of such excess to the resident as a reimbursement for resident-paid utilities, and the resident rent to the owner must be zero.

SNRHA may pay the utility reimbursement directly to the family or to the utility supplier on behalf of the family. If SNRHA chooses to pay the utility supplier directly, SNRHA must notify the family of the amount paid to the utility supplier.

SNRHA Policy

SNRHA will make utility reimbursements to the family.

According to HUD's Final Rule dated March 8, 2016, entitled "Streamlining Administrative Regulations for Public Housing/Housing Choice Voucher Final Rule," the PHA may elect to establish policies regarding the frequency of utility reimbursement payments (URP) for payments made to the family,

1. The PHA will have the option of making URPs not less than each calendar-year quarter for reimbursements. In the event a family leaves the program in advance of its next quarterly reimbursement, the PHA would be required to reimburse the family for a prorated share of the applicable reimbursement. PHAs exercising this option must have a hardship policy in place for participants.
2. If the PHA elects to pay the utility supplier directly, the PHA must notify the family of the amount paid to the utility supplier.

SNRHA Policy

SNRHA will make utility reimbursement payments directly to the family on a monthly basis.

17-IX.D. OTHER FEES AND CHARGES [24 CFR 983.354]

Meals and Supportive Services



With the exception of PBV assistance in assisted living developments, the owner may not require the resident to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy.

In assisted living developments receiving PBV assistance, the owner may charge for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of the reasonable rent. However, non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.

Other Charges by Owner

The owner may not charge extra amounts for items customarily included in rent in the locality or provided at no additional cost to unsubsidized residents in the premises.

RENTAL ASSISTANCE DEMONSTRATION (RAD) PROGRAM:

SNRHA will administer a HUD, RAD (Rental Assistance Demonstration) program. At the time of the RAD award the residents are temporarily housed at other public housing and market units.

Residents of record of the designated SNRHA RAD properties at the time of award will have the right of return to the property once construction and rehabilitation are completed. Residents will be offered units in accordance with their family composition at the time of reentry.

Units not occupied by returning residents will be occupied in accordance with the Administrative Plan eligibility, admission, and selection policies for the Project Based programs in Housing Choice Voucher (Section 8) program.

Existing residents are not subject to re-screening, income eligibility, or income targeting provisions in order to return to the designated property.

Existing residents who have been temporarily transferred, whose accounts reflect a security deposit will have the security deposit transferred at RAD closing, except in the case of the deposit being applied for unpaid rent or resident caused damage. Resident is responsible for payment of any remaining security deposit due.

Resident monthly rent increases of greater than 10% or \$25 purely as a result of conversion will be phased in over 3 years or extended up to 5 years by the PHA. Increases will automatically be applied on the first day of the month of the effective date of recertification.

Renewal of Lease: Under current regulations at 24 CFR 982.257 (b)(c), upon lease expiration, SNRHA shall renew all leases unless cause exist.

Residents occupying the RAD, Project Based Conversion property may be eligible to receive a Section 8 voucher after 1 year of occupancy if regular tenant based vouchers are available and an appropriate 60-day written notice is provided to management. Resident and resident's household must be in good standing and meet eligibility requirements for the PHA's HCV (Section 8) program prior to being issued a voucher.



If the families are currently enrolled in PH Family Self-Sufficiency (FSS) after the RAD conversion, SNRHA shall enroll them in its HCV FSS program. Resident under RAD not enrolled in PH FSS at the time of conversion will not be eligible to participate in the program.

Residents shall have the right to establish and operate a resident organization and be eligible for participation funding.

Resident Procedural Rights [PIH-2012-32 (HA), REV-2]:

The following items must be incorporated into both the Section 8 Administrative Plan and the Project Owner's lease, which includes the required tenancy addendum, as appropriate. Evidence of such incorporation may be requested by HUD for purposes of monitoring the program.

Termination Notification:

HUD is incorporating additional termination notification requirements to comply with section 6 of the Act for public housing projects that convert assistance under RAD. In addition to the regulations at 24 CFR § 983.257 related to Project Owner termination of tenancy and eviction (which MTW agencies may not alter) the termination procedure for RAD conversions to PBV will require that PHAs provide adequate written notice of termination of the lease which shall not be less than:

- a. A reasonable period of time, but not to exceed 30 days:
 - i. If the health or safety of other tenants, PHA employees, or persons residing in the immediate vicinity of the premises is threatened; or
 - ii. In the event of any drug-related or violent criminal activity or any felony conviction;
- b. 14 days in the case of nonpayment of rent; and
- c. 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.

Grievance Process:

Pursuant to requirements in the RAD Statute, HUD is establishing additional procedural rights to comply with section 6 of the Act. For issues related to tenancy and termination of assistance, PBV program rules require the Project Owner to provide an opportunity for an informal hearing, as outlined in 24 CFR § 982.555. RAD will specify alternative requirements for 24 CFR § 982.555(b) in part, which outlines when informal hearings are not required, to require that:

- a. In addition to reasons that require an opportunity for an informal hearing given in 24 CFR § 982.555(a)(1)(i)-(vi),²⁶ an opportunity for an informal hearing must be given to residents for any dispute that a resident may have with respect to a Project Owner action in accordance with the individual's lease or the contract administrator in accordance with RAD PBV requirements that adversely affect the resident's rights, obligations, welfare, or status.
 - i. For any hearing required under 24 CFR § 982.555(a)(1)(i)-(vi), the contract administrator will perform the hearing, as is the current standard in the program. The hearing officer must be selected in accordance with 24 CFR § 982.555(e)(4)(i).
 - ii. For any additional hearings required under RAD, the Project Owner will perform the hearing.



- b. There is no right to an informal hearing for class grievances or to disputes between residents not involving the Project Owner or contract administrator.
- c. The Project Owner gives residents notice of their ability to request an informal hearing as outlined in 24 CFR § 982.555(c)(1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR § 982.555(a)(1)(i)-(vi).
- d. The Project Owner provides opportunity for an informal hearing before an eviction.

Current PBV program rules require that hearing procedures must be outlined in the PHA's Section 8 Administrative Plan.

Earned Income Disregard (EID) [24 CFR 982.5.617]:

Residents who are employed and are currently receiving the EID exclusion at the time of conversion will continue to receive the EID exclusion after conversion, in accordance with regulations at 24 CFR § 960.255. After conversion, no other residents will be eligible to receive the EID. If a resident receiving the EID exclusion undergoes a break in employment, ceases to use the EID exclusion, or the EID exclusion expires in accordance with 24 CFR §960.255, the resident will no longer receive the EID exclusion and the Owner will no longer be subject to the provisions of 24 CFR §960.255. Furthermore, residents who's EID ceases or expires after conversion shall not be subject to the rent phase-in provision, as described in Section 1.7.B.3; instead, the rent will automatically be adjusted to the appropriate rent level based upon resident income at that time.

With HUD's Final Rule dated March 8, 2016, entitled "Streamlining Administrative Regulations for Public Housing/Housing Choice Voucher Final Rule," the requirements changed that families maintain continual employment in order to obtain EID benefits over a straight 24-month period. The Final Rule removes this requirement for continuous employment and benefits now applies for a straight 24 month period, with a clear start and end date, irrespective of whether a family maintains continual employment during the 24 months period. SNRHA shall not track start and stop time of employments but shall track start date, the 12-month date (on which the amount of the disregard may change from 100 percent to not less than 50% of earned income) and the 24-month end date. For families enrolled prior to the effective date of this regulation (March 8, 2016) the previous requirement shall continue.





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Chapter 18

FAMILY SELF-SUFFICIENCY STATEMENT OF POLICIES

PURPOSE:

The purpose of the U.S. Department of Housing and Urban Development's (HUD) Family Self Sufficiency Program (FSS) is to promote the development of local strategies to coordinate the use of housing assistance with public and private resources to enable eligible families to achieve economic independence and self-sufficiency. The Southern Nevada Regional Housing Authority's (SNRHA) FSS Program is designed to promote employment opportunities and increase asset building among families living in assisted housing. The three main features of the FSS Program are: (1) case management; (2) delivery of services; (3) the creation of an escrow account.

SNRHA runs a combined Public Housing (PH), HCV and Project based Rental Assistance Demonstration (RAD) vouchers, FSS program and there is one Action Plan governing all.

BENEFITS OF OPERATING A VOLUNTARY FSS PROGRAM:

An aggressive and innovative FSS program will yield numerous, positive benefits such as: increases in:

- the number of working families receiving housing assistance
- earned income which directly results in a reduction of rental subsidy
- resident self-sufficiency through knowledge of community resources
- families' earning capacity which will strengthen the community

PROGRAM COORDINATING COMMITTEE (PCC):

The purpose of the SNRHA PCC is to obtain and provide resources to address the challenges of the families enrolled in SNRHA FSS and Resident Opportunity and Self-Sufficiency (ROSS) programs. SNRHA will have letters of agreement or will enter into Memorandums of Understanding (MOU) with community partners to provide services/resources to our participants.

PCC membership is composed of a cross section of service providers, sponsors of skills-based training, community partners, employers, FSS program participants and SNRHA staff. In alliance with HUD's requirement, SNRHA's PCC membership shall include the following:

- A (PH) resident and a (HCV) participant who has currently or previously received public assistance and has successfully completed or is currently enrolled in a self-sufficiency or welfare-to-work related program and is in compliance with these program obligations
- SNRHA FSS and ROSS Coordinators

SNRHA's PCC may also include representatives from:

- Local agencies which administer employment and training programs
- area employers
- private employment agencies
- financial institutions
- local post-secondary educational institutions
- local welfare agency
- Child care providers
- the non-profit sector
- Onsite Service Providers



CERTIFICATION OF COORDINATION:

The development and retention of viable, extensive partnerships with the public and private sector are paramount to the success of the FSS Program. SNRHA will coordinate and partner with entities such as the Department of Welfare and Supportive Services (DWSS), Workforce Innovation and Opportunity Act (WIOA) funded partners, and various educational and training institutions.

GOALS AND OBJECTIVES:

SNRHA's FSS program goals are to work with local partners to develop a comprehensive program to reduce barriers that prevent self-sufficiency and empower participants to obtain employment that pays a living wage and be free from TANF (excluding child only) assistance.

Participating families receive individualized case management which includes:

- One-on-one counseling with SNRHA FSS Coordinators to emphasize the importance of education and training to increase earning potential
- Mandatory financial literacy education
- Career and personal case management
- Strategies that encourage employment, entrepreneurship, and homeownership
- Referrals to community support services
- Incentives and recognition for achievements
- Participants are encouraged to attend a number of self-help workshops and seminars

PROGRAM MEASUREMENTS:

The FSS Program will measure the successes of families who participate in the program by tracking:

- Suitable employment defined as work reasonably related to an individual's skills, qualifications and training which provides a living wage.
- Increases in earned income
- Increases in education level
- Decrease in government assistance

PROGRAM SIZE:

SNRHA will operate a minimum program size of 450 voluntary slots.

ESTIMATE OF POTENTIAL PARTICIPATING FAMILIES:

SNRHA owns 2,129 Public Housing units, has 850 Rental Assistance Demonstration (RAD) units and administers 11,983 Housing Choice Vouchers which together provide housing assistance to over 35,500 residents. Of these numbers, the estimate of eligible FSS families who can reasonably be expected to receive supportive services under the FSS program, based on available and anticipated Federal, tribal, State, local, and private resource are approximately 450.

The FSS Program is open to adults, ages 18 and over, without regards to race, color, religion, sexual orientation, age, disability, familial status or national origin. SNRHA does not wish to operate a joint FSS program with other PHAs.



SUPPORTIVE SERVICES NEEDS:

The following represents some of the most needed supportive services for program participants:

- Education
 - High School Equivalency Test (HiSET) preparation
 - Postsecondary education preparation
 - English as a second language (ESL)
 - Computer skills training
- Life Skills
 - Domestic Violence awareness and prevention
 - Home management
 - Self-enrichment
 - Child care
 - Parenting and child development
 - Transportation
 - Work – Life balance
 - Time management
- Financial Literacy
 - Credit counseling
 - Budgeting
 - Asset building
 - Debt management
 - Homebuyer education
 - Banking
- Employment
 - Skills assessment
 - Vocational training
 - Resume building
 - Effective job search
 - Interview skills and techniques
 - Job placement and retention
- Health
 - Affordable health care
 - Social services
 - Addiction prevention
 - Mental health
 - Vision and dental
 - Wellness

INCENTIVES TO ENCOURAGE PARTICIPATION:

SNRHA offers many incentives encouraging FSS Program participation, including the following:

- Individual case management
- Links to community resources
- Escrow account credits
- Homeownership opportunities



ASSURANCE OF NON-INTERFERENCE:

The decision, by family, to participate or not in the FSS Program, will not affect their right to admission in the Public Housing or Housing Choice Voucher programs, or their right to occupancy in accordance with their lease.

FAMILY SELECTION PROCEDURES:

In accordance with applicable federal regulations, families are selected without regard to race, color, religion, sex, handicap, familial status, or national origin. SNRHA observes all federal regulations related to FSS participation for all applicants.

The Head of Household (HOH) must sign the FSS Contract of Participation (COP) before other family members can participate.

The program participant must be a current SNRHA resident/participant, 18 years or older.

SNRHA FSS Coordinators will use multiple methods to inform and recruit eligible program participants. Promotional materials are distributed to existing residents and to applicants who are near completion in the lease-up process. These materials include flyers, posters, brochures, and interest forms. These materials highlight program information and benefits.

Several other outreach methods will be used to encourage FSS Program participation:

- The FSS informational brochures and interest forms will be available in SNRHA lobbies, administrative offices, management offices and/or distributed upon request
- The FSS department may mail brochures to all eligible households
- FSS presentations may be conducted during any resident informational sessions
- FSS Orientation sessions will be held as needed based on program enrollment and staffing levels

The FSS application process is as follows:

- The HOH must submit an interest form
- FSS Coordinators will verify the eligibility status of the resident
- Eligible HOH will be invited to an orientation session,
- During the orientation session, detailed program information will be shared to assist the HOH in making the decision to participate
- If the HOH decides to participate, a Pre-Assessment Form must be completed
- If the HOH decides not to participate, the family will be removed from the Interest List

The Pre-Assessment Form is a tool that will be used to establish a base level of need. It will be used for case management purposes only, to determine the participant's level of education, job skills, prior work experience, career interests and program readiness. It will not be used to screen-out any participant.

Families who have successfully participated in SNRHA's Resident Opportunities and Self-Sufficiency (ROSS) Program will be given preference and receive streamlined enrollment for FSS.

METHOD FOR IDENTIFICATION OF SUPPORTIVE SERVICE NEEDS:

The FSS Coordinator will provide ongoing coordination and encouragement to the FSS family. A critical factor in the provision of case management services is regular communication between the Coordinators and their assigned families. All newly enrolled participants are strongly encouraged to meet with their Coordinator monthly, for the first three (3) months and quarterly thereafter. Assessment of the participant's needs and their ongoing progress continues throughout the length



of the FSS (COP). Employment and career development plans are made based on the assessment.

CONTRACT OF PARTICIPATION:

The COP will be discussed in detail with eligible family members, prior to being signed by the HOH. Other household members, 18 or older, may enroll in the FSS Program at any time. These household members will be required to work one-on-one with the FSS Coordinator to develop and sign their own Individual Training and Service Plan (ITSP).

The enrollment process is complete once the HOH and the FSS Coordinator sign the COP.

The COP must include:

- a. Baseline information – annual income, earned income and Total Tenant Payment (TTP) for PH residents and 30% of monthly adjusted income for HCV participants
- b. ITSP which includes
 - a. Final goals one of which must be “to maintain employment” for a minimum of 90 consecutive days immediately preceding completion of the program
 - b. Interim goals, one of which must be that all family members are TANF (excluding child only) free, for at least 12 consecutive months before the contract expires

During the term of the COP, changes may be made to the final goals within the first four years of the original contract date, unless there is an approved reasonable accommodation.

- Changes to ITSP - The FSS Coordinator will assist the client with changes.
- Changes to designated HOH SNRHA Management staff will make the determination to accept or reject the proposed HOH change.

The FSS participant has a right to grieve any negative decision(s) and may appeal within ten (10) calendar days. The participant shall have the opportunity to present written or oral objections to the Supportive Services Manager (SSM).

Case Files

The FSS Coordinator will maintain a case file for each FSS family. The file will contain the following documents:

- Contract of Participation
- ITSP(s)
- Interest form, FSS pre-assessment & assessment forms
- Escrow calculations and tracking forms
- Documentation of program participation
- Case notes detailing each contact with the participating family
- Extension and other related forms and letters
- Referral letters and other relevant correspondence
- Termination forms
- Other required forms, notices and correspondence

Escrow Account Management

Escrow accounts are to be maintained for each family who has earned escrow credits. The escrow calculation allocates monthly savings amounts for each family, based on increases in their rent due to increases in their earned income.



The annual or interim recertification exam determines when and how much change there will be to the participant's portion of the rent, which may result in changes to the escrow accruals.

FSS escrow funds are combined and placed in HUD-approved investment instruments. The interest paid on the actual investment will be credited to the individual FSS escrow accounts annually. The participant will receive an escrow statement annually. This statement will include the current monthly escrow credit along with the total escrow from beginning to ending balance and total interest accrual.

Interim Escrow Withdrawals

A HOH may be permitted to withdraw escrow funds for professional testing, professional license, homeownership, deposit to move from public housing to the private sector, and transportation (only to maintain employment) purposes only¹ however, the participant must:

- Have exhausted all other resources
- Not owe a debt to SNRHA (unless the participant is current with a repayment agreement)
- Be in program compliance with both FSS and SNRHA
- Submit a written request and documentation of the need to the FSS Coordinator
- Have attended one FSS Support Group workshop within the last 6 months
- Be actively pursuing FSS goals
- Use the escrow funds for purposes of meeting ITSP goals only; otherwise the participant will be terminated from the FSS program
- Provide receipt(s) verifying expenditure(s)

All written requests for interim disbursements will be submitted to the Director of Supportive

Services, after the FSS Coordinator and the Resident Program Coordinator (RPC) have reviewed the request, to determine the adequacy of documentation and the level of need. The Supportive Services Manager SMM has final approval.

The FSS Coordinator will inform the participant of the request results.

- If the request is approved, the interim escrow distribution check will be prepared within 10 business days.
- Within 10 business days after the escrow funds are received, the participant must provide documentation/receipt(s).
- Failure to provide documentation/receipts, participant will be terminated from the FSS program.
- If the request is denied, the FSS Coordinator will mail, to the participant, a written notification stating the reason(s) for denial.
- There is no appeal process for interim disbursement requests

Program Extensions

Contract extensions may be approved, up to two years, for active FSS participants under the following conditions:

- The participant demonstrates active participation and progress in the FSS program;
- FSS Contract goals have not all been met, but can realistically be reached within the extension period;

¹ The escrow withdrawal cannot exceed 20% of total escrow amount, except for homeownership expense, which cannot exceed 90% of total escrow balance. In addition for a disbursement for transportation the participant must contribute at least 15% of the total cost



- Goals which have not been met due to circumstance beyond the control of the participant
- More time is needed for the participant to be free from welfare cash assistance for 12 continuous months.

To request a program extension, the FSS participant must submit a written request to the FSS Coordinator. The written request must include the reason(s) for requesting the extension. To determine if an extension is warranted, the FSS Coordinator will review the request, program compliance and progress with the participant.

The FSS Coordinator will submit to the RPC, a written recommendation for review. The RPC will submit same to the SSM for final approval.

There is no grievance process available when an extension is denied.

Successful Completion of the Program

Successful completion of the FSS Program occurs at any time during the COP, if the following conditions are met, and the participant:

- Has a High School diploma or equivalent unless an exception is approved by the SSM and RPC.
 - Has obtained suitable employment and achieved his/her personal goals stated on the FSS ITSP and
 - SNRHA has certified that family members have not received welfare cash assistance during the previous twelve consecutive months;
- or -
- 30% of a Housing Choice Voucher family's monthly adjusted income equals or is greater than the Fair Market Rent amount for the unit size for which the family qualifies.

FSS participants may successfully complete the program in less than the five-year COP term, if they have met all other requirements. Successful program graduates are not required to leave subsidized housing.

The full balance of escrow, less any outstanding debt to SNRHA, will be given to the HOH within 30 days after the effective date of program completion.

There are no restrictions on the use of the escrow funds, and the U.S. Internal Revenue Service has ruled that these funds are not subject to federal income tax.

Participants who have successfully completed the FSS program are not eligible for re-enrollment.

PROGRAM TERMINATION:

Voluntary

Participation in the FSS Program is voluntary. Participants may withdraw from the program at any time. This request will be honored without penalty regarding the family's housing status. Should the HOH withdraw, the FSS escrow account will be forfeited. The family may re-apply to the FSS Program after a minimum twelve months unless otherwise approved by the SSM

Involuntary

Reasons for involuntary termination from the FSS program include:

- Adverse loss of housing assistance
- Failure to fulfill responsibilities under the COP
- An act occurs that is inconsistent with the purpose of the FSS program including but not



limited to: committing fraud; failure to report changes in household composition and/or income with the timeframes set forth in the Administrative Plan and ACOP, and other reoccurring acts/behaviors as determined by the RPC and SMM

The FSS escrow account will be forfeited. The family may re-apply to the FSS Program after a minimum of twelve months unless otherwise approved by the SSM

Mutual Consent

The HOH and the FSS Coordinator may mutually agree to terminate participation in the FSS Program. The FSS escrow account will be forfeited.

Grievance Procedure

In the event that the FSS Coordinator terminates a participant from the program, a termination letter will be mailed to the participant clearly stating the reason(s) for the decision. The participant will have ten (10) business days, from the date of the letter, to contact the Resident Program Coordinator (RPC) or designee.

Written decision notification from the RPC or designee shall be issued to the participant within ten (10) business days. If the participant does not agree with the decision of the RPC, they may request a review of the decision with the Supportive Services Manager (SSM).

If the participant does not agree with the decision of the SSM, they may request a hearing with the SNRHA Hearing Officer, according to guidelines established in the Admissions and Occupancy Policy (ACOP) for Public Housing residents or Administrative Plan for Housing Choice Voucher participants.

Portability

Port-ins from other FSS Programs will be welcomed into the SNRHA Family Self-Sufficiency Program, under the following conditions:

- Open slots are available If slots are not available, the family will be placed on the Interest Form List according to the date and time that the request was received.
- The participant is in compliance with the previous housing authority's FSS program
- Final goals can be attained by the time remaining on the COP
- SNRHA receives a valid signed COP and ITSP from the previous housing authority
- The participant signs a FSS COP with SNRHA within 120 days of lease up within SNRHA jurisdiction

A new COP will be executed for the remaining time of the initial Contract using the beginning income and family rent figures on the COP from the previous housing authority.

CHANGES TO THE ACOP & ADMINISTRATIVE PLAN

SNRHA recognizes that the implementation of this FSS Action Plan is a dynamic process, which may need to incorporate changes/revisions to current policies and procedures to be an effective working tool for staff.

SNRHA will review HUD FSS regulations and PIH notices as needed, to ensure that the FSS Action Plan is consistent. Any necessary changes will be made to SNRHA policy as appropriate.

GLOSSARY
ACRONYMS USED IN SUBSIDIZED HOUSING

AAF	Annual Adjustment Factor (published by HUD in the Federal Register and used to compute annual rent adjustments)
ACC	Annual Contributions Contract
ADA	Americans with Disabilities Act of 1990
BR	Bedroom
CDBG	Community Development Block Grant (Program)
CFR	Code of Federal Regulations (published federal rules that define and implement laws; commonly referred to as “the regulations”)
CPI	Consumer Price Index (published monthly by the Department of Labor as an inflation indicator)
EBLL	Elevated Blood Lead Level
EID	Earned Income disallowance
EIV	Enterprise Income Verification
FDIC	Federal Deposit Insurance Corporation
FHA	Federal Housing Administration
FICA	Federal Insurance Contributions Act (established Social Security taxes)
FMR	Fair Market Rent
FR	Federal Register
FSS	Family Self-Sufficiency (Program)
FY	Fiscal Year
FYE	Fiscal Year End
GAO	Government Accountability Office
GR	Gross Rent
HAP	Housing Assistance Payment
HCV	Housing Choice Voucher
HQS	Housing Quality Standards.
HUD	Department of Housing and Urban Development
HUDCLIPS	HUD Client Information and Policy System
IPA	Independent Public Accountant
IRA	Individual Retirement Account
IRS	Internal Revenue Service
JTPA	Job Training Partnership Act
LBP	Lead-Based Paint

MSA	Metropolitan Statistical Area (established by the U.S. Census Bureau)
MTCS	Multi-family Tenant Characteristics System (now the Form HUD-50058 sub-module of the PIC system)
MTW	Moving to Work
NOFA	Notice of Funding Availability
OIG	Office of Inspector General
OMB	Office of Management and Budget
PBV	Project Based Voucher
PHA	Public Housing Agency
PIC	PIH Information Center
PIH	(HUD Office of) Public and Indian Housing
PS	Payment Standard
QC	Quality Control
QHWRA	Quality Housing and Work Responsibility Act of 1998 (also known as the Public Housing Reform Act)
RAD	Rental Assistance Demonstration
REAC	(HUD) Real Estate Assessment Center
RFP	Request for Proposals
RFTA	Request for Tenancy Approval
RIGI	Regional Inspector General for Investigation (handles fraud and program abuse matters for HUD at the regional office level)
Section 8	See HOUSING CHOICE VOUCHER (HCV)
SEMAP	Section Eight (8) Management Assessment Program
SRO	Single Room Occupancy
SSA	Social Security Administration
SSI	Supplemental Security Income
TANF	Temporary Assistance for Needy Families
TBRA	Tenant Based Rental Assistance
TPV	Tenant Protection Vouchers
TR	Tenant Rent
TTP	Total Tenant Payment
UA	Utility Allowance
UIV	Upfront Income Verification
URP	Utility Reimbursement Payment
VASH	Veteran Affairs Supportive Housing
VAWA	Violence Against Women Reauthorization Act of 2005
VMS	Voucher Management System

B. GLOSSARY OF SUBSIDIZED HOUSING TERMS

Absorption. In portability (under subpart H of this part 982): the point at which a receiving PHA stops billing the initial PHA for assistance on behalf of a portability family. The receiving PHA uses funds available under the receiving PHA consolidated ACC.

Accessible. The facility or portion of the facility can be approached, entered, and used by persons with disabilities.

Adjusted Income. Annual income, less allowable HUD deductions and allowances

Administrative fee. Fee paid by HUD to the PHA for administration of the program. See §982.152.

Administrative plan. The plan that describes PHA policies for administration of the tenant-based programs. The Administrative Plan and any revisions must be approved by the PHA's board and included as a supporting document to the PHA Plan. See §982.54.

Admission. The point when the family becomes a participant in the program. The date used for this purpose is the effective date of the first HAP contract for a family (first day of initial lease term) in a tenant-based program.

Amortization payment. In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home.

Annual contributions contract (ACC). The written contract between HUD and a PHA under which HUD agrees to provide funding for a program under the 1937 Act, and the PHA agrees to comply with HUD requirements for the program.

Annual Income. The anticipated total income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with the regulations.

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

Area Exception Rent. An amount that exceeds the published FMR. See 24 CFR§982.504(b).

“As-paid” States. States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

Assets. (See Net Family Assets.)

Auxiliary aids. Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in, and enjoy the benefits of, programs or activities receiving federal financial assistance.

Bifurcate. With respect to a public housing or Section 8 lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining a family member lease and occupancy rights are allowed to remain intact.

Budget authority. An amount authorized and appropriated by the Congress for payment to HAS under the program. For each funding increment in a PHA program, budget authority is the maximum amount that may be paid by HUD to the PHA over the ACC term of the funding increment.

Child. A member of the family other than the family head or spouse who is under 18 years of age.

Child care expenses. Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

Citizen. A citizen or national of the United States.

Co-head. An individual in the household who is equally responsible for the lease with the head of household. A family may have a co-head or spouse but not both. A co-head never qualifies as a dependent. The co-head must have legal capacity to enter into a lease.

Common space. In shared housing, space available for use by the assisted family and other occupants of the unit.

Computer match. The automated comparison of data bases containing records about individuals.

Confirmatory review. An on-site review performed by HUD to verify the management performance of a PHA.

Consent form. Any consent form approved by HUD to be signed by assistance applicants and participants to obtain income information from employers and SWICAs; return information from the Social Security Administration (including wages, net earnings from self-employment, and retirement income); and return information for unearned income from the IRS. Consent forms expire after a certain time and may authorize the collection of other information to determine eligibility or level of benefits.

Congregate housing. Housing for elderly persons or persons with disabilities that meets the HQS for congregate housing. A special housing type: see 24 CFR §982.606 to 609.

Contiguous MSA. In portability (under subpart H of part 982): An MSA that shares a common boundary with the MSA in which the jurisdiction of the initial PHA is located.

Continuously assisted. An applicant is continuously assisted under the 1937 Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the voucher program.

Contract authority. The maximum annual payment by HUD to a PHA for a funding increment.

Cooperative (term includes mutual housing). Housing owned by a nonprofit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing. A special housing type: (see 24 CFR§982.619).

Covered families. Statutory term for families who are required to participate in a welfare agency economic self-sufficiency program and who may be subject to a welfare benefit sanction for noncompliance with this obligation. Includes families who receive welfare assistance or other public assistance under a program for which federal, state or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for the assistance.

Dating violence. Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:

- The length of the relationship
- The type of relationship
- The frequency of interaction between the persons involved in the relationship

Dependent. A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student.

Dependent child. In the context of the student eligibility restrictions, a dependent child of a student enrolled in an institution of higher education. The dependent child must also meet the definition of dependent as specified above.

Disability assistance expenses. Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

Disabled family. A family whose head, co-head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

Disabled person. See person with disabilities.

Disallowance. Exclusion from annual income

Displaced family. A family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.

Domestic violence. Felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Domicile. The legal residence of the household head or spouse as determined in accordance with State and local law.

Drug-related criminal activity. As defined in 42 U.S.C. 1437f(f)(5).

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

Economic Self-Sufficiency Program. Any program designed to encourage, assist, train or facilitate the economic independence of assisted families, or to provide work for such families. Can include job training, employment counseling, work placement, basic skills training, education, English proficiency, Workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as treatment for drug abuse or mental health treatment). Includes any work activities as defined in the Social Security Act (42 U.S.C. 607(d)). Also see 24 CFR §5.603(c).

Elderly family. A family whose head, co-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. An individual who is at least 62 years of age.

Eligible Family (Family). A family that is income eligible and meets the other requirements of the Act and Part 5 of 24 CFR.

Employer Identification Number (EIN). The nine-digit taxpayer identifying number that is assigned to an individual, trust, estate, partnership, association, company, or corporation.

Evidence of citizenship or eligible status. The documents which must be submitted as evidence of citizenship or eligible immigration status. (See 24 CFR §5.508(b).)

Extremely Low Income Family. A family whose annual income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 30 percent of median income if HUD finds such variations are necessary due to unusually high or low family incomes. (24 CFR 5.603)

Facility. All or any portion of buildings, structures, equipment, roads, walks, parking lots, rolling stock or other real or personal property or interest in the property.

Fair Housing Act. Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988.

Fair market rent (FMR). The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. See periodic publications in the Federal Register in accordance with 24 CFR Part 888.

Family. Includes but is not limited to the following, and can be further defined in PHA policy.

- A family with or without children (the temporary absence of a child from the home due to placement in foster care is not considered in determining family composition and family size)
- An elderly family or a non-elderly family
- A displaced family
- The remaining member of a participant's family
- A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a participant's family.

Family rent to owner. In the voucher program, the portion of rent to owner paid by the family.

Family self-sufficiency program (FSS program). The program established by a PHA in accordance with 24 CFR part 984 to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

Family share. The portion of rent and utilities paid by the family. For calculation of family share, see 24 CFR §982.515(a).

Family unit size. The appropriate number of bedrooms for a family, as determined by the PHA under the PHA subsidy standards.

Federal agency. A department of the executive branch of the Federal Government.

Foster Child Care Payment. Payment to eligible households by state, local, or private agencies appointed by the State, to administer payments for the care of foster children.

Full-time Student. A person who is attending school or vocational training on a full-time basis (carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended). (See 24CFR 5.603)

Funding increment. Each commitment of budget authority by HUD to a PHA under the consolidated annual contributions contract for the PHA program.

Gross rent. The sum of the rent to owner plus any utility allowance.

Group home. A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide). A special housing type: see 24 CFR §982.610 to 614.

Handicap. Any condition or characteristic that renders a person an individual with handicaps. See person with disabilities.

HAP contract. The housing assistance payments contract. (Contract). A written contract between the PHA and an owner for the purpose of providing housing assistance payments to the owner on behalf of an eligible family.

Hard to House. A household that has three (3) more minors or has a disabled household member.

Head of household. The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

Household. A household includes additional people other than the family who, with the PHA's permission, live in an assisted unit, such as live-in aides, foster children and foster adults.

Housing assistance payment. The monthly assistance payment by a PHA, which includes: (1) A payment to the owner for rent to the owner under the family's lease; and (2) An additional payment to the family if the total assistance payment exceeds the rent to owner.

Housing agency (HA). A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing. ("PHA" and "HA" mean the same thing.)

Housing Quality Standards. The HUD minimum quality standards for housing assisted under the voucher program.

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

Immediate family member. A spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in the position or place of a parent; or any other person living in the household of that person and related to that person by blood and marriage.

Imputed Asset. An asset disposed of for less than Fair Market value during the two years preceding examination or reexamination.

Imputed Income. HUD passbook rate multiplied by the total cash value of assets. Calculation is used when net family assets exceed \$5,000.

Imputed welfare income. An amount of annual income that is not actually received by a family as a result of a specified welfare benefit reduction, but is included in the family's annual income and therefore reflected in the family's rental contribution.

Income. Income from all sources of each member of the household, as determined in accordance with criteria established by HUD.

Income for Eligibility. Annual Income.

Income information means information relating to an individual's income, including:

- All employment income information known to current or previous employers or other income sources
- All information about wages, as defined in the State's unemployment compensation law, including any Social Security Number; name of the employee; quarterly wages of the employee; and the name, full address, telephone number, and, when known, Employer Identification Number of an employer reporting wages under a State unemployment compensation law
- Whether an individual is receiving, has received, or has applied for unemployment compensation, and the amount and the period received
- Unearned IRS income and self-employment, wages and retirement income
- Wage, social security, and supplemental security income data obtained from the Social Security Administration.

Individual with handicaps. See persons with disabilities. Initial PHA. In portability, the term refers to both: (1) A PHA that originally selected a family that later decides to move out of the jurisdiction of the selecting PHA; and (2) A PHA that absorbed a family that later decides to move out of the jurisdiction of the absorbing PHA.

Initial payment standard. The payment standard at the beginning of the HAP contract term.

Initial rent to owner. The rent to owner at the beginning of the HAP contract term.

Institution of higher education. An institution of higher education as defined in 20 U.S.C 1001 and 1002.

Jurisdiction. The area in which the PHA has authority under State and local law to administer the program.

Landlord. Either the owner of the property or his/her representative or the managing agent or his/her representative, as shall be designated by the owner.

Lease. A written agreement between an owner and a tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the PHA.

Live-in aide. A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

- Is determined to be essential to the care and well-being of the persons;
- Is not obligated for the support of the persons; and
- Would not be living in the unit except to provide the necessary supportive services.

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

Low Income Family. A family whose income does not exceed 80% of the median income for the area as determined by HUD with adjustments for smaller or larger families, except that HUD may establish income limits higher or lower than 80% for areas with unusually high or low incomes.

Manufactured home. A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS. A special housing type: see §982.620 and §982.621.

Manufactured home space. In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space. See §982.622 to §982.624.

Medical expenses. Medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance. (A deduction for elderly or disabled families only.) These allowances are given when calculating adjusted income for medical expenses in excess of 3% of annual income.

Minor. A member of the family household other than the family head or spouse, who is under 18 years of age.

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

Monthly adjusted income. One twelfth of adjusted income.

Monthly income. One twelfth of annual income.

Mutual housing. Included in the definition of “cooperative.”

National. A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

Non-elderly family. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

Net family assets. (1) Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

- In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income under §5.609.
- In determining net family assets, PHAs or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or participant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or participant receives important consideration not measurable in dollar terms.

Noncitizen. A person who is neither a citizen nor national of the United States.

Notice of Funding Availability (NOFA). For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance and the criteria for awarding the funding.

Office of General Counsel (OGC). The General Counsel of HUD.

Owner. Any person or entity with the legal right to lease or sublease a unit to a participant.

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

Payment standard. The maximum monthly assistance payment for a family assisted in the voucher program (before deducting the total tenant payment by the family).

Persons With Disabilities. For the purpose of program eligibility, a person who has a disability as defined in 42 U.S.C. 423 or a developmental disability as defined in 42 U.S.C. 6001. Also includes a person who is determined, under HUD regulations, to have a physical or mental impairment that is expected to be of long-continued and indefinite duration, substantially impedes the ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions. For purposes of reasonable accommodation and program accessibility for persons with disabilities, means and “individual with handicaps” as defined in 24 CFR 8.3. Definition does not exclude persons who have AIDS or conditions arising from AIDS, but does not include a person whose disability is based solely on drug or alcohol dependence (for low-income housing eligibility purposes). See “Individual with handicaps”

Portability. Renting a dwelling unit with a Section 8 housing choice voucher outside the jurisdiction of the initial PHA.

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

Previously unemployed. With regard to the earned income disallowance, a person with disabilities who has earned in the 12 months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

Private space. In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

Processing entity. The person or entity that, under any of the programs covered, is responsible for making eligibility and related determinations and any income reexamination. In the Section 8 program, the “processing entity” is the “responsible entity.”

Project owner. The person or entity that owns the housing project containing the assisted dwelling unit.

Public Assistance. Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by Federal, state, or local governments.

Public Housing Agency (PHA). Any State, county, municipality, or other governmental entity or public body, or agency or instrumentality of these entities that is authorized to engage or assist in the development or operation of low-income housing under the 1937 Act.

PHA Plan. The annual plan and the 5-year plan as adopted by the PHA and approved by HUD.

PHA’s quality control sample. An annual sample of files or records drawn in an unbiased manner and reviewed by a PHA supervisor (or by another qualified person other than the person who performed the original work) to determine if the work documented in the files or records conforms to program requirements. For minimum sample size see CFR 985.3.

Qualified family (under the earned income disallowance). A family participating in an applicable assisted housing program or receiving HCV assistance:

Whose annual income increases as a result of employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment:

- Whose annual income increases as a result of increased earnings by a family member who is a person with disabilities during participation in any economic self-sufficiency or other job training program; or
- Whose annual income increases, as a result of new employment or increased earnings of a family member who is a person with disabilities during or within six months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the responsible entity in consultation with the local agencies administering temporary assistance for the needy families (TANF) and Welfare to Work (WTW) programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance provided that the total amount over a six-month period is at least \$500.00.

Reasonable rent. A rent to owner that is not more than rent charged: (1) For comparable units in the private unassisted market; and (2) For comparable unassisted units in the premises.

Reasonable Accommodation. A change, exception, or adjustment to a rule, policy, practice or service to allow a person with disabilities to fully access the PHA's programs or services.

Receiving PHA. In portability: A PHA that receives a family selected for participation in the tenant-based program of another PHA. The receiving PHA issues a voucher and provides program assistance to the family.

Recertification. Sometimes called reexamination. The process of securing documentation of total family income used to determine the rent the participant will pay for the next 12 months if there are no additional changes to be reported.

Remaining Member of Tenant/Participant Family. The person left in assisted housing who may or may not normally qualify for assistance on their own circumstances (i.e., an elderly spouse dies, leaving widow age 47 who is not disabled).

Rent to owner. The total monthly rent payable to the owner under the lease for the unit (also known as contract rent). Rent to owner covers payment for any housing services, maintenance and utilities that the owner is required to provide and pay for.

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

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

Responsible entity. For the public housing and the Section 8 tenant-based assistance, project-based voucher assistance, and moderate rehabilitation programs, the responsible entity means the PHA administering the program under an ACC with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.

Secretary. The Secretary of Housing and Urban Development.

Section 8. Section 8 of the United States Housing Act of 1937.

Section 8 covered programs. All HUD programs which assist housing under Section 8 of the 1937 Act, including Section 8 assisted housing for which loans are made under section 202 of the Housing Act of 1959.

Section 214. Section 214 of the Housing and Community Development Act of 1980, as amended

Section 214 covered programs is the collective term for the HUD programs to which the restrictions imposed by Section 214 apply. These programs are set forth in 24 CFR §5.500.

Security Deposit. A dollar amount (maximum set according to the regulations) which can be used for unpaid rent or damages to the owner upon termination of the lease.

Set-up charges. In a manufactured home space rental: Charges payable by the family for assembling, skirting and anchoring the manufactured home.

Shared housing. A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family. A special housing type: see §982.615 to §982.618.

Single Person. A person living alone or intending to live alone.

Single room occupancy housing (SRO). A unit that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities. A special housing type: see §982.602 to §982.605.

Social Security Number (SSN). The nine-digit number that is assigned to a person by the Social Security Administration and that identifies the record of the person's earnings reported to the Social Security Administration. The term does not include a number with a letter as a suffix that is used to identify an auxiliary beneficiary.

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

Special housing types. See subpart M of part 982. Subpart M states the special regulatory requirements for: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

Specified Welfare Benefit Reduction. Those reductions of welfare benefits (for a covered family) that may not result in a reduction of the family rental contribution. A reduction of welfare benefits because of fraud in connection with the welfare program, or because of welfare sanction due to noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

Spouse. The marriage partner of the head of household.

Stalking. To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (1) that person, (2) a member of the immediate family of that person, or (3) the spouse or intimate partner of that person.

State Wage Information Collection Agency (SWICA). The state agency, including any Indian tribal agency, receiving quarterly wage reports from employers in the state, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

Subsidy standards. Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Suspension. Stopping the clock on the term of a family's voucher after the family submits a request for approval of the tenancy. If the PHA decides to allow extensions or suspensions of the voucher term, the PHA administrative plan must describe how the PHA determines whether to grant extensions or suspensions, and how the PHA determines the length of any extension or suspension. The term on the family's voucher stops from the date the family submits a request for PHA approval of the tenancy, until the date the PHA notifies the family in writing whether the request has been approved or denied. This practice is also called "tolling".

Tax Credit Rent. With regard to certain tax credit units, the rent charged for comparable units of the same bedroom size in the building that has receive low-income housing tax credits but do not have any additional rental assistance (e.g. tenant-based voucher assistance).

Tenancy Addendum. For the Housing Choice Voucher Program, the lease language required by HUD in the lease between the tenant and the owner.

Tenant. The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit. (also known as ‘participant’.)

Tenant rent to owner. See “Family rent to owner”.

Term of Lease. The amount of time a tenant agrees in writing to live in a dwelling unit.

Total Tenant Payment (TTP). The total amount the HUD rent formula requires the tenant/participant to pay toward rent and utilities.

Unit. Residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained within the unit and generally ranges from zero (0) bedrooms to six (6) bedrooms.

Up-front Income Verification (UIV). Up-front income verification refers to the PHA’s use of the verification tools available from independent sources that maintain computerized information about earnings and benefits.

Utility allowance. If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the participant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility reimbursement. In the voucher program, the portion of the housing assistance payment which exceeds the amount of rent to owner.

Utility hook-up charge. In a manufactured home space rental: Costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

Very Low Income Family. A low-income family whose annual income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes. This is the income limit for the housing choice voucher program.

Veteran. A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released therefrom under conditions other than dishonorable.

Violence Against Women Reauthorization Act (VAWA) of 2013. Prohibits denying admission to the program to an otherwise qualified applicant or terminating assistance on the basis that the applicant or program participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.

Violent criminal activity. Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

Voucher (Housing Choice Voucher). A document issued by a PHA to a family selected for admission to the housing choice voucher program. This document describes the program and the procedures for PHA approval of a unit selected by the family. The voucher also states obligations of the family under the program.

Voucher holder. A family holding a voucher with an unexpired term (search time).

Voucher program. The housing choice voucher program.

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

Welfare assistance. Income assistance from Federal or State welfare programs, including assistance provided under TANF and general assistance. Does not include assistance directed solely to meeting housing expenses, nor programs that provide health care, child care or other services for working families. For the FSS PROGRAM (984.103(b)), “welfare assistance” includes only cash maintenance payments from Federal or State programs designed to meet a family’s ongoing basic needs, but does not include food stamps, emergency rental and utilities assistance, SSI, SSDI, or Social Security.



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SNRHA GRIEVANCE POLICY AND PROCEDURE



I. OVERVIEW

When SNRHA makes a decision that has a negative impact on a family, the family is often entitled to dispute the decision. For applicants, the dispute takes the form of an informal review; for participants, or for applicants denied admissions because of citizenship issues, the dispute takes the form of an informal hearing. For public housing and Rental Assistance Demonstration (RAD) residents the dispute can be a multi-step process involving an informal settlement meeting and if needed a formal hearing.

II. SNRHA GRIEVANCE PROCEDURE SUMMARY:

The Southern Nevada Regional Housing Authority (SNRHA) Grievance Policy and Procedure is available to all applicants, participants and residents of the following SNRHA Housing Program:

- Conventional Public Housing Program
- Section 8 Housing Choice Voucher Program
- Rental Assistance Demonstration (RAD) Program
- Project Based Voucher Program

The purpose of the SNRHA Grievance Procedure is to provide applicants, participants and residents an opportunity for a hearing and/or due process review of SNRHA decisions that adversely affect their housing assistance.

III. DEFINITIONS:

For the purpose of the SNRHA Grievance Policy and Procedure, the following definitions shall be applicable:

Adverse Action means a decision made by SNRHA to terminate or deny housing assistance to a family.

Applicant means a family who requests SNRHA housing assistance by submitting an application for housing to the following housing program(s) but is not yet a participant or resident:

- Conventional Public Housing
- Section 8 Housing Choice Voucher Program
- Rental Assistance Demonstration (RAD) Program
- Project Based Voucher Program

Asset Manager means the SNRHA employee who is responsible for the day to day operations of the public housing community that the Grievant resides in.



SNRHA GRIEVANCE POLICY AND PROCEDURE



Business Days means days that SNRHA is open for business. This does not include weekends or holidays.

Calendar Days means consecutive days on the calendar including weekends and holidays.

Conventional Public Housing Program means federally subsidized housing owned and managed by SNRHA.

Decision means a written determination of a Grievance prepared by the SNRHA Hearing Officer.

Denial means a refusal affecting a person's eligibility status.

Dispute means to question the validity or truth of an administrative action taken by SNRHA.

Family means the individual who is listed as the head of household on a SNRHA housing application and/or all persons listed as residents on a Public Housing Lease Agreement, or Section 8 Housing Choice Voucher Program participant.

Formal Hearing means an impartial review of a grievance and all related oral and documentary evidence, conducted by an impartial third party designated by SNRHA.

Grievance means a dispute submitted by a SNRHA applicant, participant or resident about a SNRHA decision that adversely affects the family's housing assistance or eligibility thereof.

Grievant means an applicant, public housing resident, Section 8 Housing Choice Voucher participant or Rental Assistance Demonstration tenant who submits the dispute referenced in the paragraph above.

Hearing means an impartial review of a grievance and all related oral and documentary evidence, conducted by an impartial third party designated by SNRHA.

HUD means the Department of Housing and Urban Development.

Informal Hearing means an informal process conducted by the Hearing Officer or designated person to review oral and documentary evidence pertinent to the facts and issues raised when a Section 8 Housing Choice Voucher participant disputes an adverse action which has been taken or is proposed to be taken by SNRHA.

Informal Review means a review of a grievance and all related oral and documentary evidence, of the decision that gave rise to the grievance, conducted by the SNRHA official, a designee, or Hearing Officer, in consultation with the grievant.

Informal Settlement means a written agreement between a SNRHA Asset Manager and a Public Housing Resident or a Property Manager and a Rental Assistance Demonstration (RAD) tenant that resolves a grievance without a formal hearing.



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Involuntarily Displaced means having to move from a residence through no fault of your own.

Live-In Aide means a person who resides with a disabled household member, who's sole purpose is to provide 24 hour/7 day a week care for the disabled household member and who would not otherwise be living in the assisted unit. A Live-In Aide is not considered a member of the resident family even if the person is a relative of the family, and has no right to retain the assistance of the disabled household member.

Participant means a family in the Section 8 Housing Choice Voucher Program that holds a valid voucher issued by SNRHA; or Currently occupies a unit assisted under the Section 8 Program; or Continues to occupy an assisted unit after the SNRHA suspends housing assistance payments due to landlord default, but does not have a transfer voucher; or Vacates an assisted unit before requesting a transfer voucher for reasons beyond their control; or Has made a timely request for a transfer voucher; or Has made a timely request for an informal Hearing.

Preponderance of Evidence means evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole, shows that the fact sought to be proven is more probable than not. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Resident means adult persons listed on a SNRHA public housing lease who live in a SNRHA public housing apartment or scattered site home; or Resides in the unit, and who is the remaining family member of the resident family. **This definition does not include those adults designated as Live-In Aides.**

Section 8 Housing Choice Voucher (HCV) Program means federally assisted housing program administered through the SNRHA and where landlords own the units in the private sector.

SNRHA means the Southern Nevada Regional Housing Authority.

Substandard Housing means a unit that is not livable according to HUD definition.

Tenant means adult persons listed on a lease who live in a SNRHA Rental Assistance Demonstration (RAD) housing unit; or Resides in the unit, and who is the remaining family member of the resident family. **This definition does not include those adults designated as Live-In Aides.**

Unit means a residential space for the private use of a family.

IV. GRIEVANCE PROCEDURES

A. INFORMAL REVIEWS

Informal Reviews are provided for program applicants. The Informal Review is intended to provide a "minimum hearing requirement" and need not be as elaborate as Informal or



SNRHA GRIEVANCE POLICY AND PROCEDURE



Formal Hearings. The Informal Review will be conducted by the Hearing Officer or designated person selected by SNRHA, depending on the program.

Decisions Subject to Informal Review

SNRHA must give an applicant the opportunity for an informal review of a decision denying assistance. Denial of assistance may include any of all of the following:

- Denying listing on a SNRHA waiting list
- Withdrawal from a SNRHA waiting list
- Denying a claim for a federal preference
- Denial of assistance based on an unfavorable history that may be the result of domestic violence dating violence, sexual assault or stalking
- Denying or withdrawing a voucher
- Refusing to enter into a HAP contract or approve a lease
- Refusing to process or provide assistance under portability procedures

Informal Reviews are *not* required for the following reasons:

- Discretionary administrative determinations by SNRHA
- General Policy issues or class grievances
- A determination of the family unit size under the SNRHA occupancy or subsidy standards
- A determination not to grant approval of tenancy
- A determination that the unit is not in compliance with HQS or UPCS standards
- A determination that the unit is not in accordance with the HQS due to family size or composition.

1. Notification to the Applicant

SNRHA must give an applicant prompt notice of a decision denying assistance. The notification must be provided to the applicant in writing, detailing the following:

- a. The basis for the determination.
- b. The procedures to request an informal review of the determination. An informal review request form shall be included with the notification.

2. Informal Review Request Procedures

An applicant may request an informal review if they are determined ineligible for the following reasons:

- Undeliverable mail
- Unsuitability as a tenant
- Unfavorable criminal history report
- Unfavorable management report
- Non-responsive to SNRHA requests, notices or appointments



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- a. The applicant must submit a written request for an informal review of the determination within ten (10) calendar days of the date of the notification. The request for the informal review shall be submitted to the department that issued the notice. In the case of waiting list ineligibility, the request would be submitted to:

SNRHA Admissions Department
5390 East Flamingo Road
Las Vegas, Nevada 89122
- b. Upon receipt of the request, the Department Head or his/her designee shall review the request and the applicant's file to determine if the notification is in accordance with HUD regulations and SNRHA Policy.
 - If the Department Head or his/her designee determines that the notification of ineligibility was in error, the file will be reinstated and no informal review will be required.
 - If the Department Head or his/her designee determines that no errors have been made, a hearing packet will be forwarded to the hearing office for processing. The hearing packet must include the following:
 1. The notice of ineligibility
 2. The application for assistance
 3. Any documentary evidence to be presented at the informal review appointment.
 4. A cover sheet with the client name, client number, the program, a description of the determination.

3. The Informal Review Meeting Notification

Upon receipt of the hearing packet, the Hearing Officer shall review the packet and determine whether the determination of ineligibility and the request for an informal review has been made in accordance with SNRHA Policy.

- If the Hearing Officer determines that the determination of ineligibility was not in accordance with HUD regulations or SNRHA Policy, the Department will be notified that an error has been made with instructions to reinstate the applicant's file.
- If the Hearing Officer determines that the request for an informal review has not been made in accordance with SNRHA Policy, the Hearing Officer will send a notice of denial of the informal review request with an explanation of why the request has been denied.
- If the Hearing Officer determines that the notification of ineligibility and the request for an informal review comply with regulations and policies, an appointment for the informal review will be scheduled within ten (10)



SNRHA GRIEVANCE POLICY AND PROCEDURE



business days of receipt of the hearing packet.

- A written notice of the appointment will be mailed to the address the client indicated on the informal review request form or the last known address, if no address is provided. The appointment letter must include the following:
 - Client name
 - Client number
 - Appointment date and time
 - Appointment location
 - Grievant Rights and Responsibilities
- A copy of the appointment letter will be forwarded to the referring department.

4. Informal Review Meeting

The Hearing Officer shall conduct the Informal Review meeting. The applicant and/or his/her authorized representative shall be in attendance together with the SNRHA official responsible for making the ineligibility determination at issue or a department designee who has been apprised of the determination and the reasons for the determination. The meeting may be held in person at a location designated by the Hearing Officer or may be held telephonically or via a secure internet platform.

5. Presentation of Evidence

During the Informal Review:

- The SNRHA official responsible for making the ineligibility determination or his/her designee shall be required to provide the regulatory and/or policy basis for the determination at issue together with any related documentary evidence,
- The applicant and/or his/her authorized representative shall be afforded the opportunity to present related documentary and/or oral evidence which discounts, disproves, disputes or otherwise mitigates the basis for the ineligibility determination.

6. The Informal Review Decision Notification

Within ten (10) business days of the date of the Informal Review Meeting, the Hearing Officer or his/her designee shall notify the applicant and/or his/her authorized representative, in writing, of the Informal Review Decision.

7. The Informal Review Decision

The person conducting the review is responsible for making the final decision as to whether assistance should be granted or denied. In rendering a decision, the Hearing Officer will evaluate whether or not the grounds for denial were stated factually in the



SNRHA GRIEVANCE POLICY AND PROCEDURE



notice, the validity of the grounds for the denial, the validity of the evidence and whether the facts prove the grounds for the denial. The Informal Review Decision shall be prepared by the Hearing Officer or his/her designee and shall clearly state the following:

- The date of the Informal Review Meeting
- The names of person in attendance
- The decision
- The applicable policy and/or regulatory provisions
- A statement that the Informal Review Decision is final and if the applicant believes that SNRHA practice/decision is discriminatory he/she has the right to submit a complaint to:

The United States Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
One Sansome St.
San Francisco, CA 94104
(800) 424-8590
(800) 424-8529 (TDD)

If the family fails to appear for their informal review, the denial of admissions will stand and the family will be so notified. Failure to appear for in person Informal Review appointment within fifteen (15) minutes of the scheduled appointment time OR ten (10) minutes for telephonic/internet platform appointment will be considered **failure to appear**.

B. INFORMAL SETTLEMENT MEETING

Residents/Tenants of the Conventional Public Housing or Rental Assistance Demonstration (RAD) Programs who are notified of a decision that adversely affects the resident's rights, duties, welfare or status as a Resident/Tenant may submit a Grievance in writing to the Manager's office to determine whether the Grievance can be settled informally.

1- Informal Settlement Meeting

After receiving notice of the adverse action from the Management Office, the written grievance request must be personally presented to the management office with jurisdiction for the unit in which the grievant resides within ten (10) calendar days. Upon written receipt from a resident/tenant, the Manager shall schedule a meeting with the grievant to discuss the issues presented by the Notice of Adverse Action. The purpose of the meeting is to determine whether the Grievance can be resolved without a Formal hearing.

The Manager will review the request, schedule and conduct the meeting within ten (10) calendar days.

The grievant will be given written notice of the appointment. The appointment letter must



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include the following:

- Client name
- Client number
- Appointment date and time
- Appointment location
- Grievant rights and responsibilities

The meeting may be held in person at a location specified in the appointment letter or may be held telephonically or via a secure internet platform.

The Manager and resident/tenant will discuss the grievance informally; an attempt will be made to settle the grievance informally, by discussion, without a hearing.

If the grievant does not request a Grievance within ten (10) calendar days of the Notice of Adverse Action, the disposition of the action shall become final. Failure to request a hearing shall not constitute a waiver by the grievant of his/her right to contest the action in disposing of the grievance in an appropriate judicial proceeding.

The grievant may not skip the Informal Settlement Meeting in order to request a Formal Hearing.

2- Informal Settlement Meeting Summary

The Manager shall prepare a written summary of the meeting discussion setting forth the following:

- The date of the Settlement Meeting
- The nature of the grievance
- The persons in attendance
- The nature of the proposed disposition and the specific reasons therefore
- The Formal Hearing request procedures (including the request form)

The written summary shall be prepared and provided to the Grievant within five (5) business days of the date of the meeting. A copy of the letter must be mailed to the grievant with proof of mailing via certificate of mail.

If the Grievant is not satisfied with the results of the Informal Settlement of Grievance meeting, the grievant may request a Formal Hearing, in writing, within ten (10) calendar days.

C. FORMAL HEARING

If no informal settlement agreement is reached during the informal settlement meeting, the Grievant has the right to request a Formal Hearing. A Formal Hearing is a formal process conducted by the Hearing Officer to review oral and documentary evidence



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pertinent to the facts and issues raised when a resident/tenant disputes an adverse action, which has been taken or is proposed to be taken by the SNRHA or the Manager.

1 - Hearing Request

The grievant may request a hearing by submitting a written hearing request to the Manager or SNRHA Central Office at SNRHA Hearing Office 340 N. 11th Street Las Vegas, NV 89101, within ten (10) calendar days of the date of the written Informal Settlement Meeting Summary.

If the grievant does not request a formal hearing within ten (10) calendar days of the Informal Settlement Summary, the disposition of the grievance shall become final. Failure to request a formal hearing shall not constitute a waiver by the grievant of his/her right to contest action in disposing of the grievance in an appropriate judicial proceeding.

The written hearing request must specify:

- The reason for the grievance
- The action or relief sought
- How the adverse action violates the resident/tenant's lease or other rule or regulation, as well as the resident/tenant's rights, duties, welfare or status.

Notwithstanding scheduling conflicts, the formal hearing shall be scheduled and conducted within ten (10) business days of the date the Hearing Officer receives the hearing request.

The grievant shall be given written notice of the appointment. The appointment letter must include the following:

- Client name
- Client number
- Appointment date and time
- Appointment location
- Grievant Rights and Responsibilities

The meeting may be held in person at a location designated by the Hearing Officer or may be held telephonically or via a secure internet platform.

2 - Hearing Procedure

The Formal Hearing shall be conducted by an impartial, third-party, Hearing Officer, designated by SNRHA. The Formal Hearing shall be governed by the following due process considerations:

- A description of the issues and evidence presented
- Prior to the hearing, the grievant shall be afforded the opportunity to



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review all related documentary evidence maintained by management and allowed to copy any documents in their file at a cost of \$1.00 per page after the first twenty-five (25) pages. If a third party requests the documents, they must pay \$1.00 per page starting with the first page and have a written release of information signed by the resident/tenant. Requests for copies of documents must be submitted in writing and SNRHA will have four days to process the request. Documents must be picked up within three (3) days of the date they are completed and shall not be given out prior to payment. Payment must be by money order or cashier's check; or if from a legal representative, a check from the company shall be acceptable. Evidence not made available to the Grievant, upon request, may not be used by management at the time of the hearing.

- The grievant shall be afforded the right to be represented by counsel and/or to designate a representative.
- The grievant shall be afforded the right to confront and cross-examine all Management's witnesses on whose testimony or information management will rely and to present testimony and/or documentary evidence to support his/her position.
- *A prior determination on the same issue involving the same grievant shall be binding on the grievant and management.*
- Failure to appear at the Formal Hearing, without prior notification and approval may result in dismissal of the Grievance. Failure to appear for in person Formal Hearing appointment within fifteen (15) minutes of the scheduled appointment time OR ten (10) minutes for telephonic/internet platform appointment will be considered **failure to appear**.

3 Formal Hearing Decision

The Formal Hearing decision shall be based **solely** on the evidence and testimony presented during the hearing. No documents may be presented which have not been provided to the other party before the hearing if requested by the other party. "Documents" includes records and regulations.

The Hearing Officer may ask the family for additional information or documentation and/or might adjourn the hearing to reconvene at a later date, before reaching a decision, but must render a decision within ten (10) business days of the initial hearing regardless of the request for additional information.

Within ten (10) business days of the date of the hearing, the Hearing Officer shall prepare a written decision that sets forth the following:



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- ***Hearing Information***
 - The date, time and location of the hearing
 - The names of the parties and their representatives in attendance at the hearing
 - The name of the Hearing Officer

- ***Background***
 - A brief, impartial statement of the reason for the hearing

- ***Summary of the Evidence***
 - The hearing officer will summarize the testimony of each witness and identify any documents that a witness produced in support of his/her testimony and that are admitted into evidence.

- ***Finding of Facts***
 - The hearing officer will include all findings of fact, based on a preponderance of evidence.

- ***Conclusion***
 - The hearing officer will render a conclusion derived from the facts that were found to be true by a preponderance of evidence. This conclusion will result in a determination of whether these facts uphold the Proposed action.

- ***Order***
 - The hearing officers written decision letter will include a statement of whether the proposed action is upheld or overturned. If it is overturned, the hearing officer will instruct management to restore the grievant's program status.

The decision of the Hearing Officer is binding on management unless:

- The grievance does not concern SNRHA/management actions or failure to act, or that it did not concern a decision that adversely affected the Grievant's lease, rights, rules, duties, welfare or status; or
- A determination is made that the Hearing Officer's decision violates the requirements of the Annual contributions Contract between SNRHA and HUD; or
- For matters in which SNRHA is not required to provide an opportunity for a hearing; or
- Decisions that exceed the authority of the hearing officer; or



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- Decisions that conflict with or contradict HUD regulations, requirements, or are otherwise contrary to Federal, State, or Local laws, requirements of the annual contribution contract between SNRHA and HUD.

The decision of the Hearing Officer or a member of the Board of Commissioners in favor of SNRHA or which denies the relief requested by the grievant shall not constitute a waiver of, nor affect in any manner, the Grievant's right to institute legal action against SNRHA in a court of competent jurisdiction regarding the subject matter of the Grievance.

The Grievant may utilize due process through the Court.

4 – Hearing Decisions Regarding Eviction

A decision of the Hearing Officer in favor of the grievant must specify which provision of the resident's lease, other rule, SNRHA policy, procedure, or regulation has been violated. The remedy granted by the Hearing Officer may not violate:

- Local, State or Federal law;
- Resident's lease;
- SNRHA rules of regulations;
- SNRHA Annual Contribution Contract with the Federal Government; or
- Federal regulations applicable to SNRHA

When the Hearing Officer affirms the SNRHA decision to terminate the Grievant's tenancy, SNRHA/management must follow applicable State law to implement the eviction including, but not limited to:

- Providing all requisite notices
- Abiding by all applicable judicial determinations, including those that overrule the Hearing Officer's Decision.

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 grievant.

D. EXPEDITED GRIEVANCE PROCEDURE

An expedited hearing may be requested and/or conducted to address a Grievance involving:

- Proposed Termination of tenancy due to criminal activity that threatens the health, safety or right to peaceful enjoyment of the housing community; or
- Proposed termination of tenancy due to drug-related criminal activity on or off the housing premises.

The expedited hearing procedure shall be listed on all Notices involving allegations of the foregoing criminal activity. The manager of the development in which the resident resides may elect to expedite a hearing due to the gravity of alleged activity. The manager in doing so, must



SNRHA GRIEVANCE POLICY AND PROCEDURE



contact the Hearing Officer within twenty-four (24) hours after service of the notice to request that the procedure be expedited.

- Upon notification by the manager, the Hearing Officer will schedule the Expedited Hearing to take place within three business days.
- The Hearing Officer will create an appointment letter, which the manager will hand deliver to the resident or post on the resident's door. The Hearing Officer will also send a copy by regular mail via the United States Postal Service.
- After completion of the Expedited Hearing, the Hearing Officer will render a decision within three (3) business days.
- A copy of the decision letter will be forwarded to the manager and the original will be mailed to the resident by regular mail via the United States Postal Service.
- The manager may hand deliver a copy of the letter to the resident in order to expedite the notice to the resident.

E. INFORMAL HEARINGS FOR PARTICIPANTS

SNRHA must offer an Informal Hearing for certain SMNRHA determinations relating to the individual circumstances of a participant family. A participant is defined as a family that has been admitted to the HCV program and is currently assisted in the program. The purpose of the Informal Hearing is to consider whether SNRHA's determination related to the family's circumstances were in accordance with the law, HUD regulations and SNRHA policies.

SNRHA is not permitted to terminate a family's assistance until the time allowed for the family to request an Informal Hearing has elapsed and any requested hearing has been completed. SNRHA will provide a thirty (30) day notice or more prior to termination unless the family has been confirmed as a skip or a deceased person. This shall provide adequate time for the participant to request a hearing and a hearing to be scheduled. Deceased clients with no eligible remaining family member shall have the contract terminated the last day of the month in which the death occurred.

1- Informal Hearing Request

The grievant may request a hearing by submitting a written hearing request to the HCV Department at 380 N. Maryland Pkwy Las Vegas, NV 89101 or SRHA Central Office at SNRHA Hearing Office 340 N. 11th Street Las Vegas, NV 89101, within ten (10) calendar days of the date of notice of adverse action.

If the grievant does not request an informal hearing within ten (10) calendar days of the notice of adverse action, the notice of adverse action shall become final. Failure to request an informal hearing shall not constitute a waiver by the grievant of his/her right to contest action in disposing of the grievance in an appropriate judicial proceeding.



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The written hearing request must specify:

- The reason for the grievance
- The action or relief sought
- How the adverse action violates the participant's rights, duties, welfare or status.

Notwithstanding scheduling conflicts, the informal hearing shall be scheduled and conducted within ten (10) business days of the date the Hearing Officer receives the hearing request.

The grievant shall be given written notice of the appointment. The appointment letter must include the following:

- Client name
- Client number
- Appointment date and time
- Appointment location
- Grievant Rights and Responsibilities

The meeting may be held in person at a location designated by the Hearing Officer or may be held telephonically or via a secure internet platform.

2- Informal Hearing Procedure

The Informal Hearing shall be conducted by an impartial, third-party, Hearing Officer, designated by SNRHA. The Informal Hearing shall be governed by the following due process considerations:

- A description of the issues and evidence presented
- Prior to the hearing, the grievant shall be afforded the opportunity to review all related documentary evidence maintained by management and allowed to copy any documents in their file at a cost of \$1.00 per page after the first twenty-five (25) pages. If a third party requests the documents, they must pay \$1.00 per page starting with the first page and have a written release of information signed by the resident/tenant. Requests for copies of documents must be submitted in writing and SNRHA will have four days to process the request. Documents must be picked up within three (3) days of the date they are completed and shall not be given out prior to payment. Payment must be by money order or cashier's check; or if from a legal representative, a check from the company shall be acceptable. Evidence not made available to the Grievant, upon request, may not be used by management at the time of the hearing.



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- The grievant shall be afforded the right to be represented by counsel and/or to designate a representative.
- The grievant shall be afforded the right to confront and cross-examine all SNRHA's witnesses on whose testimony or information SNRHA will rely and to present testimony and/or documentary evidence to support his/her position.
- ***A prior determination on the same issue involving the same grievant shall be binding on the grievant and SNRHA.***
- Failure to appear at the Informal Hearing, without prior notification and approval may result in dismissal of the Grievance. Failure to appear for in person Informal Hearing appointment within fifteen (15) minutes of the scheduled appointment time OR ten (10) minutes for telephonic/internet platform appointment will be considered ***failure to appear.***

3- Informal Hearing Decision

The Informal Hearing decision shall be based **solely** on the evidence and testimony presented during the hearing. No documents may be presented which have not been provided to the other party before the hearing if requested by the other party.

The Hearing Officer may ask the family for additional information or documentation and/or might adjourn the hearing to reconvene at a later date, before reaching a decision, but must render a decision within ten (10) business days of the initial hearing regardless of the request for additional information.

Within ten (10) business days of the date of the hearing, the Hearing Officer shall prepare a written decision that sets forth the following:

- ***Hearing Information***
 - The date, time and location of the hearing
 - The names of the parties and their representatives in attendance at the hearing
 - The name of the Hearing Officer
- ***Background***
 - A brief, impartial statement of the reason for the hearing
- ***Summary of the Evidence***
 - The hearing officer will summarize the testimony of each witness and identify any documents that a witness produced in support of his/her testimony and that are admitted into evidence.



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- ***Finding of Facts***
 - The hearing officer will include all findings of fact, based on a preponderance of evidence.

- ***Conclusion***
 - The hearing officer will render a conclusion derived from the facts that were found to be true by a preponderance of evidence. This conclusion will result in a determination of whether these facts uphold the Proposed action.

- ***Order***
 - The hearing officers written decision letter will include a statement of whether the proposed action is upheld or overturned. If it is overturned, the hearing officer will instruct management to restore the grievant's program status.

The decision of the Hearing Officer is binding on SNRHA unless:

- The grievance does not concern SNRHA actions or failure to act, or that it did not concern a decision that adversely affected the Grievant's lease, rights, rules, duties, welfare or status; or
- A determination is made that the Hearing Officer's decision violates the requirements of the Annual contributions Contract between SNRHA and HUD; or
- For matters in which SNRHA is not required to provide an opportunity for a hearing; or
- Decisions that exceed the authority of the hearing officer; or
- Decisions that conflict with or contradict HUD regulations, requirements, or are otherwise contrary to Federal, State, or Local laws, requirements of the annual contribution contract between SNRHA and HUD.

The decision of the Hearing Officer or a member of the Board of Commissioners in favor of SNRHA or which denies the relief requested by the grievant shall not constitute a waiver of, nor affect in any manner, the Grievant's right to institute legal action against SNRHA in a court of competent jurisdiction regarding the subject matter of the Grievance.

The Grievant may utilize due process through the Court.

F. HEARING AND APPEAL PROVISIONS FOR NON-CITIZENS

Denial or termination of assistance based on immigration status is subject to special hearing and notice rules. Applicants who are denied assistance due to immigration status are entitled



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to an Informal Hearing, **not** an Informal Review.

Assistance to a family may not be delayed, denied or terminated on the basis of immigration status at any time prior to a decision under the United States Citizenship and Immigration Services (USCIS) appeal process. Assistance to a family may not be terminated or denied while the SNRHA hearing is pending, but assistance to an applicant may be delayed pending completion of the informal hearing.

A decision against a family member, issued in accordance with the USCIS appeal process or the SNRHA informal hearing process, does not preclude the family from exercising the right, that may be otherwise available, to seek redress directly through judicial procedures.

The notice of denial or termination of assistance for noncitizens must advise the family:

- That assistance will be denied or terminated, and provide a brief explanation of the reasons for the proposed denial or termination.
- The family may be eligible for proration of assistance.
- In the case of an HCV participant, the criteria and procedures for obtaining relief under the provisions for preservation of families [24 CFR 5.514 and 5.518]
- That the family has the right to request an appeal to the USCIS of the results of the secondary verification of immigration status and to submit additional documentation or explanation in support of the appeal.
- That the family has a right to request an Informal Hearing with SNRHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal.
- For applicants, assistance may not be delayed until the conclusion of the USCIS appeal process, but assistance may be delayed during the period of the Informal Hearing process.

1- USCIS Appeal Process [24 CFR 5.514(e)]

When SNRHA receives notification that the USCIS secondary verification failed to confirm eligible immigration status, SNRHA must notify the family of the results of the USCIS verification within ten (10) calendar days.

The family will have thirty (30) calendar days from the date of the notification to request an appeal of the USCIS results.

The request for appeal must be made by the family in writing directly to the USCIS.

The family must provide SNRHA with a copy of the written request for appeal and the proof of mailing.



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2- Informal Hearing Procedures for Applicants [24 CFR 5.514(f)]

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, the family may request SNRHA provide a hearing.

The request for a hearing must be made either within thirty (30) calendar days of the date of the SNRHA notice of denial, or within thirty (30) calendar days of the USCIS appeal decision.

3- Informal Hearing Officer

SNRHA must provide an informal hearing before an impartial individual, other than the person who made or approved the decision under review, and other than a person who is a subordinate of the person who made or approved the decision. SNRHA has a designated Hearing Officer who will conduct such hearings.

4- Evidence

The family must be provided the opportunity to examine and copy at the family's expense, and at a reasonable time in advance of the hearing, any documents in the possession of SNRHA pertaining to the family's eligibility status, or in the possession of the USCIS (as permitted by USCIS requirements), including any records and regulations that may be relevant to the hearing.

- The family shall be afforded the opportunity to review all related documentary evidence maintained by management and allowed to copy any documents in their file at a cost of \$1.00 per page after the first twenty-five (25) pages. If a third party requests the documents, they must pay \$1.00 per page starting with the first page and have a written release of information signed by the resident/tenant. Requests for copies of documents must be submitted in writing and SNRHA will have four days to process the request. Documents must be picked up within three (3) days of the date they are completed and shall not be given out prior to payment. Payment must be by money order or cashier's check; or if from a legal representative, a check from the company shall be acceptable.

The family must be provided the opportunity to present evidence and arguments in support of eligible status. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The family must also be provided the opportunity to refute evidence relied upon by SNRHA, and to confront and cross-examine all witnesses on whose testimony or information SNRHA relies.

5- Representation and Interpreter Services



SNRHA GRIEVANCE POLICY AND PROCEDURE



Family is entitled to be represented by an attorney or other designee, at the family's expense, and to have such person make statements on the family's behalf.

The family is entitled to request an interpreter. Upon request, SNRHA will provide competent interpretation services, free of charge.

6- Recording of the Hearing

The family is entitled to have the hearing recorded by audiotape at their expense.

- HUD's Final Rules dated March 8, 2-16, entitled "Streamlining Administrative Regulations for Public Housing/Housing Choice Voucher Final Rule", states the hearing officer must maintain a log of all hearings. HUD shall provide the details of that log at a future date and SNRHA shall ensure compliance. HUD has also clarified that any party may obtain a copy of the hearing transcript *at their own expense*. Therefore, SNRHA shall ensure all hearings are recorded.

7- Hearing Decisions

SNRHA must provide the family with a written final decision, based solely on the facts presented at the hearing, within ten (10) business days of the date of the informal hearing. The decision must state the basis for the decision.

The Hearing Officer's decision will be binding on SNRHA unless SNRHA's Board of Commissioners determines that:

- The grievance does not concern PHA actions or failure to act in accordance with or involving the grievant's rights, duties, welfare or status; or
- The decision of the Hearing Officer is contrary to applicable Federal, State, Local laws, HUD regulations or requirements of the Annual Contribution contract between HUD and SNRHA.

A decision by the hearing officer or a member of the Board of Commissioners in favor of SNRHA or which denies the relief requested by the Grievant in whole or in part will not constitute a waiver of, nor affect in any manner, any rights the grievant may have to a judicial review in any judicial proceeding, which may thereafter be brought in this matter,

Per HUD's Final Rule, hearings may not be postponed more than five (5) business days and all parties must be advised.

8- Informal Hearing Procedures for Residents [24 CFR 5.514(f)]



SNRHA GRIEVANCE POLICY AND PROCEDURE



After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, the family may request SNRHA provide a hearing. The request must be made wither within thirty (30) calendar days of the notice of termination, or within thirty (30) calendar days of the USCIS appeal decision.

For the Informal Hearing procedures that apply to resident families whose assistance is being terminated based on immigration status, see Sections E3 through E8 above.

9- **Retention of Documents** [24 CFR 5.514(h)]

SNRHA must retain the for a minimum of five (5) years the following documents that may have been submitted to SNRHA by the family, or provided to SNRHA as part of the USCIS appeal or the SNRHA Informal Hearing process:

- The application of assistance
- The form completed by the family for income reexamination
- Photocopies of any original documents including original USCIS documents
- The signed verification consent form
- The USCIS verification results
- The request for a USCIS appeal
- The final USCIS determination
- The request for an Informal Hearing
- The final Informal Hearing decision

Appendix B

LIMITED ENGLISH PROFICIENT PLAN

EXECUTIVE ORDER 13166

Most individuals living in the United States can read, write, speak, and understand English. There are many individuals, however, for whom English is not their primary language. Language for Limited English Proficiency (LEP) persons can be a barrier in accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by federally funded programs and activities.

The Southern Nevada Regional Housing Authority (SNRHA) is committed to ensuring the accessibility of its programs and activities to all eligible clients including those LEP persons.

This policy is a guide for SNRHA staff to ensure responsible steps are taken to provide meaningful access to its programs and services to all eligible LEP persons.

SNRHA shall determine the need within its jurisdiction by assessing the balances of the four factors listed below:

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

The analysis shall provide SNRHA with a baseline to determine what reasonable steps shall be taken to ensure meaningful access for LEP persons. Additionally, staff shall ensure that written translations of vital documents for each eligible LEP language group that constitutes five (5) percent or 1,000 persons, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. This determination will be maintained for future audits/or reviews and shall be updated at least bi-annually.

A. VITAL LEP DOCUMENTS

SNRHA has established the following documents in its Housing Choice Voucher (HCV) Program as vital documents and shall ensure these documents are available in both English and Spanish.

If the need is established by documented data demonstrating an additional five (5) percent LEP group, then this same list of vital documents shall be translated into that language.

SNRHA Vital LEP Documents shall include:

- a. Pre-Applications (when pre-applications are accepted over the phone, bi-lingual staff with designated lines shall be advertised).

- b. Full Applications
- c. Personal Declaration Form
- d. HUD allowable deduction notice
- e. FSS Contract of Participation
- f. FSS Outreach Notices
- g. Helpful Hints Brochure
- h. Annual Acknowledge Form
- i. Report Change Notice
- j. Hearing Request Form
- k. Fair Housing Notices
- l. Notice advising clients of free language assistance
- m. Notice advising clients of reasonable accommodations
- n. Interim Reporting Form
- o. Continued Occupancy Form
- p. Zero Income Packet
- q. All public notice signs in lobby
- r. Portability Notice
- s. Guide to Local Resources
- t. Zero Income Certification Form
- u. SNRHA's Authorization for Release of Information
- v. HUD Form 9886
- w. Roster of Bi-Lingual staff with phone numbers

Additionally, SNRHA shall include a “tag” on most other documents to inform LEP persons that if they cannot read the letter, document, brochure, or notice they may contact one of SNRHA’s bi-lingual staff for free translation/interpretation services. This tag to English written documents shall be in Spanish or required other languages as needed.

B. ORAL LANGUAGE SERVICES

Interpretation is the act of listening to something in one language (source language) and orally translating it into another language (target language). SNRHA shall provide bi-lingual staff in all areas that have direct contact with clients. Additionally, these staff shall have specialized knowledge of the area of service or programs that the LEP person is applying or participating. Staff shall be trained to ensure they understand and adhere to their role as interpreters without deviating into a role as counselor, legal advisor, or other roles. To avoid undo burdens to LEP client due to delays in service, when interpretation is needed and is reasonable, it shall be

provided in a timely manner. Staff shall have a current list of all bi-lingual staff and training on steps to assess additional contractual service providers.

SNRHA shall maintain a contract with a professional interpreting service provider to ensure all clients with LEP needs receive equal access to all programs and services. Staff shall be informed of this service and advised how to request said service and schedule appointments. This service shall be free to our clients. Client's appointment letters shall inform them to contact our agency prior to their appointment if they need an interpreter available to translate during their meeting.

SNRHA shall ensure its main telephone line have information translated in Spanish. This information shall inform clients of the free translation services available.

C. OUTREACH

SNRHA shall conduct outreach in a method that is clearly inclusive of LEP persons identified through its annual analysis. Community partnerships have been developed to further assist in the enhancement of this Plan. All notices posted in printed media shall also be posted in our City's Spanish Newspapers and other minority publications. This plan will be coordinated with SNRHA's Affirmative Marketing Plan and shall include direct marketing strategies to promote homeownership options directly related to SNRHA's Scattered-Site Homeownership / Section 8 and all other programs. Such outreach may include, but not be limited to, special briefings for LEP residents and participants to ensure they understand this program option as well as participating in community-wide homeownership events sponsored by agencies with direct contract with disabled and/or LEP persons. SNRHA shall provide telephone menus in the most common languages encountered on its main switchboards. Additionally, SNRHA shall include notices in local newspapers in languages other than English and provide notices in non-English language radio and television stations about the availability of language assistance services. Staff will make presentations through community organizations to target LEP persons.

D. STAFF TRAINING

SNRHA shall ensure all staff receives a copy of its LEP Plan and training. This training shall address:

- a. The types of services available to assist clients and how to access these services.
- b. How to respond to LEP callers.
- c. How to respond to written communications for LEP.
- d. How to respond to a LEP person who has in-person contact with SNRHA staff.
- e. How to ensure competency of interpreters and translation services.
- f. How to remain in the role of an interpreter versus a counselor, adviser, etc.

This training shall be conducted for all new employees as part of their orientation and for all current employees to ensure full compliance.

E. POSTING

Signs in common areas and offices shall inform our public at the initial point of contact that SNRHA provides free translation services. These signs shall be in English and Spanish.

Additional languages shall be added when outcomes of analysis demonstrated the need within out community.

Additionally, all other notices shall include a tag written in Spanish to inform clients that if they need a translation, how to reach the correct staff and/or request vital documents in Spanish.

F. MONITORING AND UPDATING THE LEP PLAN:

SNRHA shall monitor the impact of its LEP Plan by seeking feedback from the community, and assessing potential LEP Plan modifications based on:

- a. Current LEP populations in service area or population encountered or affected
- b. Frequency of encounters with LEP language group
- c. Nature and importance of activities to LEP person
- d. Availability of resources, including technological advances, additional resources, and costs imposed
- e. Whether existing assistance is meeting the needs of LEP persons
- f. Whether staff knows and understands the LEP plan and how to implement it
- g. Whether identified sources for assistance are still available and viable.

The plan shall be updated as required to comply with Executive Order 13166.



Policy on Civil Rights and Disability Rights

A. Nondiscrimination: The Fair Housing and Civil Rights Acts require that

1. The Southern Nevada Regional Housing Authority (SNRHA) shall not, on account of race, color, national origin, sex, sexual orientation, marital status, religion, familial status, age, perceived sexual orientation, gender identify or marital status or disability:
 - a. Deny anyone the opportunity to apply for housing (when the waiting list is open), nor deny to any qualified applicant the opportunity to lease housing suitable to its needs
 - b. Provide anyone housing that is different (of lower quality) from that provided others¹
 - c. Subject anyone to segregation or disparate treatment
 - d. Restrict anyone's access to any benefit enjoyed by others in connection with the housing program
 - e. Treat anyone differently in determining eligibility or other requirements for admission
 - f. Deny anyone access to the same level of services² or
 - g. Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.
 - h. SNRHA shall not have any policies or procedures that support unlawful housing discrimination, which "may be established by a practice's discriminatory effect, even if not motivated by discriminatory intent."
 - i. SNRHA shall not have any practice that has a discriminatory effect where it actually or predictably results in a disparate impact on a group of persons or creates increases, reinforces, or perpetuates segregated housing patterns because of race, color, religion, sex, handicap, familial status, or nation origin.
 - j. SNRHA will explicitly prohibit "land use rules", ordinances, policies, or procedures that restrict or deny housing opportunities or otherwise make unavailable or deny dwellings to persons because of race, color, religion, sex, handicap, familial status, or national origin.
 - k. SNRHA shall prohibit the practice of providing to persons in residential real estate-related transactions information that is "inaccurate or different from that provided other, because of race, color, sex, handicap, familial status, or natural origins."

¹ PHA is not only permitted but is required to provide persons with disabilities with housing that is appropriate for their needs. This accessible or adaptable housing, although different from that provided to others, is permitted because it permits persons with disabilities to participate in the public housing program.

² This requirement applies to services provided by PHA and services provided by others with PHA's permission on public housing property. Thus, a health screening program offered by the local health department in a public housing community room would have to be fully accessible to persons with disabilities.



1. In addition, HUD regulations provide for additional protections regarding sexual orientation, gender identity, and marital status.
2. SNRHA's policy on nondiscrimination in Public Housing Occupancy is in the Admissions and Continued Occupancy Policy.
3. SNRHA's policy on nondiscrimination in Section 8 Housing Choice Voucher (HCV) Program Occupancy is in the Section 8 Administrative Plan.
4. SNRHA's policy on nondiscrimination for employees is in the Employee Handbook and Collective Bargaining Agreement.
5. SNRHA shall include a nondiscrimination statement in all job announcements and announcements for contracted work through our procurement departments on behalf of our agency.
6. SNRHA's policy on nondiscrimination for its Affordable Housing Program shall be included in its Affordable Housing Manual.
7. All advertisements shall include a non-discrimination statement.
8. SNRHA's 504 Coordinator is the person charged with ensuring that persons with disabilities are provided with the same level of benefits and services as all other clients.

B. Informing Applicants/Residents and Participants of their Civil and Disability Rights

1. Key policy documents are required to be posted on bulletin boards in application offices, property management offices, and the Section 8 office.
2. Policy documents shall be provided to persons with disabilities in a format that is understandable to them.
3. Every applicant for housing shall be asked whether he/she or any family member needs a reasonable accommodation, which may include methods of communication other than plain language paperwork, or special features in a housing unit because of a disability.
4. SNRHA staff shall make every effort to assist applicants, participants, and residents who request information or assistance with the exercise of their civil and disability rights.
5. Any applicant, participant, or resident who believes that he/she is the victim of discrimination, based upon membership in a protected class, shall have an opportunity to file a complaint with SNRHA. If the complaint is not resolved to the applicant, participant, or resident's satisfaction, SNRHA shall advise the client of their right to complete and submit HUD's Fair Housing Complaint form.
6. Staff is familiar with SNRHA's obligations to modify its physical facilities and they can explain these obligations to applicants.
7. Housing management staff is also familiar with SNRHA's obligations to modify its physical facilities and they can explain these obligations to residents. Unit



modification shall only be approved by SNRHA's 504 Coordinator.

8. Section 8 HCV staff is familiar with SNRHA's obligations to provide reasonable accommodations in program administration and they can explain these obligations to applicants and program participants.

C. Eligibility for Unit Modifications and Reasonable Accommodations (RAs)

1. The Authority's obligation to make unit modifications and reasonable accommodations for individuals with disabilities is predicated on two facts:
 - a. The person on whose behalf the request is made qualifies as an "individual with disabilities" and
 - b. The person's request can be verified to be needed because of the person's disability.
2. If the information is not already verified, the Authority may verify that a person qualifies as an "individual with disability" and that the request for unit modification or RA is needed because of the disability.
3. At no time may the Authority request information about the nature or extent of a person's disability.

D. Modification of Physical Facilities for Persons with Disabilities in the Public Housing Program

1. In making physical modifications to SNRHA property (sites, parking lots, common spaces, routes through buildings, and individual apartments), the following requirements apply, considering reasonable accommodations in procedures or practices:
 - A. SNRHA **must**, upon request by an applicant or resident with a disability:
 - 1) make structural modifications to its housing and non-housing facilities and
 - 2) make reasonable accommodations in its procedures or practices [24 CFR § 8.33](#) **unless** such structural modifications or reasonable accommodations would:
 - a. result in an undue financial ³ and administrative burden on the Authority, or
 - b. result in a fundamental alteration in the nature of the program

If a requested modification or RA can be demonstrated to be an undue financial and administrative burden, SNRHA is obligated to do everything it can do short of that burden to meet the applicant's, participant's, or resident's disability-related need.

ONLY the SNRHA's 504 Coordinator may make a determination that a requested **structural modification** is an undue financial and administrative burden or a fundamental alteration in the nature of the PHA's program.

⁴. Considering all the PHA's sources of revenue, including both operating and capital funds



- B. In making structural modifications to "Existing housing programs" [24 CFR § 8.23](#) or in carrying out "Other Alterations" [24 CFR § 8.23\(b\)](#) for otherwise qualified persons with disabilities, SNRHA **may**, but is not required to:
- 1) Make each of its existing facilities accessible [24 CFR § 8.24 \(b\)](#); or
 - 2) make structural alterations when other methods can be demonstrated to achieve the same effect [24 CFR § 8.24 \(b\)](#) ;
 - 3) Make structural alterations that require removal or altering a load-bearing structural member [24 CFR § 8.24 \(b\)](#);
 - 4) Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level [24 CFR § 8.26](#);
- C. When SNRHA is making "Substantial Alterations" ⁴ to an existing housing facility, SNRHA **may**, but is not required to:
- 1) Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level [24 CFR § 8.26](#);
 - 2) Make structural alterations that require the removal or altering of a load-bearing structural member [24 CFR § 8.32 \(c\)](#); or
 - 3) Make structural alterations to meet minimum accessibility requirements where it is structurally impracticable ⁵ also [24 CFR § 8.32 \(c\)](#) and § 40, **Uniform Federal Accessibility Standards, 3.5 and 4.1.6(3)**
- D. The undue burdens test is not applicable to new housing or housing undergoing substantial alteration.
1. SNRHA shall bear the cost of modifying public housing units for residents with disabilities.
 2. Applicants, participants, or residents with disabilities are not required to accept the Authority's modification of their units nor accept SNRHA's transfer offers.
 3. If the residents do not accept SNRHA's attempts at reasonable accommodation, the residents cannot hold PHA liable for failure to make reasonable accommodations.

E. Reasonable Accommodations in Policies, Procedures, and Practices

1. When requested by an applicant, participant, or resident who is an individual with disabilities, SNRHA is obligated to adjust or modify its policies, procedures, and practices to provide such individual with disabilities an equal and effective opportunity to use and enjoy the full range of the Authority's services and programs.

⁴ defined in [24 CFR § 8.23](#) as Comprehensive Modernization or work in developments with 15+ units, work whose value exceeds 75% of the replacement cost of the facility

⁵ Structural impracticability is defined as: Changes having little likelihood of being accomplished without removing or altering a load-bearing structural member and/or incurring an increased cost of 50% or more of the value of the element of the building or facility involved.



2. SNRHA is not obligated to provide RAs when the requested accommodation is:
 - a. An undue financial and administrative burden or
 - b. A fundamental alteration in the nature of the Authority's program.

Some examples of reasonable accommodations to SNRHA's policies, procedures, or practices include, but are not limited to:

- c. Exempting all assistant animals for individuals with disabilities from the provisions of SNRHA's Pet Policy,
- d. Conducting a meeting, hearing, or other service normally performed at a SNRHA office in the home or other location requested by a person with a disability,
- e. Billing an alternative payee in addition to or instead of a resident with a disability at the resident's request,
- f. Permitting a resident with a disability to have a washing machine and dryer in her unit (even though this is normally not permitted) because the only laundry facilities at the property cannot be made accessible to her disability,
- g. Increasing the utility allowance for a family that includes an individual with a disability when the individual's disability requires the use of equipment that uses utilities (e.g. an in-home dialysis set-up),
- h. Granting a Section 8 Housing Choice Voucher (HCV) family a time extension beyond that normally granted because they need a particular type of unit that is hard to find,
- i. Allowing participants in the Section 8 HCV program to move within their first year, if:
 1. such move has been requested as an RA for a disabled family **and**
 2. verification of the need to move is received from their medical provider **and**
 3. the owner/agent agrees to sign a mutual recession form to release the participant from their current lease.

The above list is in no way inclusive. In addition, see the RA sections of the Admissions and Continued Occupancy Policy and the Section 8 Administrative Plan.

F. Communications with Persons with Disabilities

1. SNRHA and its property managers/staff communicate with all persons with disabilities in a manner that is understandable to them.
 - a. Simply mailing out written material is insufficient
 - b. People who have sensory or cognitive impairments are entitled to the form of communication that they request and that will be intelligible to them
 - c. In some cases this will require different forms of communication (large print, Braille, taped materials, sign language interpretation) and
 - d. In other cases, it will require communicating with someone other than -or- in



- addition to the applicant or resident (a family member, friend, advocate, case worker, etc.)
- e. When SNRHA or a management agent has first contact with all applicants, they ask whether the applicant needs some form of communication other than plain language paperwork.
 - f. Alternative forms of communication might include but are not limited to:
 - 1) sign language interpretation and TDD service
 - 2) having written materials explained orally by staff, either in person or by phone
 - 3) large type materials, information on tape, information in a Braille format
 - 4) having someone (friend, relative, or advocate) accompany the applicant to receive, interpret, and explain housing materials
 - 5) permitting applicants to file applications by mail and
 - 6) using alternative sites for application taking, interviews, meetings, or hearings. [24 CFR § 8.6](#)
 - g. If an applicant requests alternate forms of communication, the applicant's file is noted and all future communications (notices, letters, etc.) are provided in the appropriate format. The note explaining the alternate method of communication must stay on top of the left-side of the folder at all times.
 - h. SNRHA staff presents examples to help persons with cognitive impairments understand eligibility, rent computation, applicant screening, reasonable accommodations, and lease compliance.
 - i. SNRHA staff explains rules and benefits verbally, as often as may be needed, because some disabilities may affect an applicant's ability to read, understand, or remember. [24 CFR § 8.6](#)
 - j. Intake and management staff read and explains anything they would normally hand to an applicant, participant, and residents who cannot read.
 - k. SNRHA provides plain language written material in English and all other languages whose speakers constitute at least five (5) percent of the program eligible population of the locality.
 - l. Applicants, participants, and/or residents who read or understand little English and whose speakers number fewer than five (5) percent of the program eligible population of the locality may furnish an interpreter who can explain what is going on.
2. SNRHA prepares the following information for applicants, participants, and residents in plain-language accessible formats:
- a. Marketing, promotional, and informational materials
 - b. Information about the application process
 - c. General statement about reasonable accommodation (for all applicants)
 - d. The application form and required certifications
 - e. Information about opening, updating, or closing the waiting list
 - f. All form letters and notices to applicants and residents (tags in Spanish shall be on these)
 - g. Information about hearings for rejected applicants (tags on withdrawal, terminations, and eviction notices in Spanish)



- h. Orientation materials for new residents
 - 1) The lease and house rules, if any
 - 2) Guidance or instructions about care of the housing unit
 - 3) All information related to applicant's rights (to informal hearings, Grievance Procedure etc.)
- i. Some applicants and residents with disabilities will be unable, because of their disabilities, to come to SNRHA facilities for meetings, interviews, etc. In this case, the Authority's staff shall go to the location where they are to conduct meetings, interviews, or conduct them by mail.
- j. SNRHA shall bear the cost for providing alternate methods of communication, plain language paperwork, and going to the homes or other locations for residents with disabilities.

G. Updating Resident Information on Needs of Persons with Disabilities

- 1. Each year, staff shall advise each participant/resident of SNRHA's Reasonable Accommodation (RA) Policy in writing as part of the annual re-examination. Property managers ask every resident whether they need any special features in their units or other PHA-owned facilities. If the head or co-head have had a change in their ability to communicate via written English since their last re-examination, staff shall update the file to ensure all future correspondence is provided in the required format.
- 2. People who formerly had no disability-related needs may become disabled after becoming SNRHA's residents.

H. Cross Reference: Guidebooks on Reasonable Accommodation (RA) for Persons with Disabilities

- 1. SNRHA and its managers have an ongoing responsibility to make modifications to PHA's physical facilities and RAs in procedures and practices to ensure that its programs are fully usable by persons with disabilities.
- 2. If applicants, participants, or residents do not inform staff of their disability needs or if they are unwilling to disclose the fact that they have a disability, SNRHA is not able to make RAs.



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SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY'S EFFECTIVE COMMUNICATIONS POLICY

The Southern Nevada Regional Housing Authority (SNRHA) operates in accordance with the federal Fair Housing Law and all Civil Rights laws. It does not discriminate against any person because of race, color, religion, national origin, sex, sexual orientation, marital status, disability, or familial status. In addition, SNRHA has a legal obligation to provide “reasonable accommodations” (RAs) to applicants, residents, and Section 8 Housing Choice Voucher (HCV) program participants with disabilities and their family members.

If you are applying to live in SNRHA housing or already live in SNRHA housing and need us to communicate with you because of a disability in some manner other than plain language paperwork, we will accommodate your needs so we may communicate freely and understand each other.

1. What are the ways SNRHA will try to provide “effective communication” to all applicants and residents?

All “vital” written notices, letters, and other forms of communication between SNRHA and applicants/residents will contain an “effective communication” paragraph, explaining that alternative forms of communication are always available.

All public materials that are prepared will be made available in alternative formats upon request.

All public meetings shall be held in accessible locations and will provide American Sign Language interpreters and large print materials when requested.

2. What are examples of “effective communication”?

For applicants or residents with visual impairments, examples of effective communication could include:

1. Reading materials aloud
2. Providing brightly lit interview rooms to help people see better
3. Making written materials available in Large Print
4. Making written materials available on audio cassette, and supplying a cassette player so you can listen to material instead of reading it
5. Making written materials available in a Braille format
6. Calling people on the telephone or going to their homes to deliver information instead of mailing letters or notices.

For applicants or residents with hearing impairments, examples of effective communication could include:

1. Providing an American Sign Language interpreter for all interviews and meetings
2. Conducting certain simple operations in writing instead of speaking
3. Responding to messages sent through our Telecommunications Device for the Deaf (TDD)



For applicants or residents who have difficulty reading, writing, understanding, or remembering, examples of effective communication could include:

1. Reading all written materials to you
2. Filling out paperwork and reading it back before you sign it
3. Inviting a representative you choose to attend all meetings and interviews with you to help you and remember what is going on
4. Mailing material to a representative in addition to sending it to you so the representative can help you understand the material.

3. The key to effective communication is for SNRHA to communicate in a way that works for the resident or participant!

4. Who can qualify for a form of communication other than plain language written material?

A qualified person with a disability will qualify for the form of communication that is effective for him or for her.

5. Who qualifies as a person with a disability?

To be eligible for some form of communication other than plain language written material, a disability is defined as any physical, mental, or emotional impairment that substantially limits one or more major life activities.

6. How do I ask for some other method of communication?

STEP 1 – Ensure Clients are Informed of SNRHA’s Reasonable Accommodation (RA) Policy/Procedures

a) All departments must have copies of the Request for a Reasonable Accommodation/Modification forms available for distribution in their lobbies as well as RA signage. The SNRHA Housing Programs Department has incorporated a Request for Reasonable Accommodation form into its RA Brochure, as a tear-off document. This brochure and Reasonable Accommodation Request form is available in our lobby, management offices at all times, as well as on SNRHA’s website.

b) Applicants:

All applicants applying for housing shall be provided with an RA Notice which is signed and remains a part of the applicant’s file. This documents that all applicants are aware of their right to request a reasonable accommodation.

Most other forms that are generally used to verify program eligibility or continued eligibility of clients have an RA statement at the bottom as a means of ensuring all clients understand SNRHA’s RA request-policy and/or contact information.



c) Participants/Residents:

All participants/residents are provided with an RA Brochure as part of their HUD required briefing/leasing packet. Further, all participants/residents after leasing receive written reminders of this policy as part of their continued occupancy packet as well as the agency's RA notice is a footnote on most widely used forms and brochures.

STEP 2 – How to Request a Reasonable Accommodation (RA)

- a) If a client asks for a change in rules, policies, procedures, physical structures, or type of unit because of a disability, the client must fill out the ***Request for a Reasonable Accommodation/Structural Modification Form***. This form documents the actual request and provides the contact information of the client's health care provider or other professional who can verify the need for the accommodation and the nexus to the client's disability for consideration in approving the request. A SNRHA employee **MUST** forward the form to the healthcare provider or other professional verifying the information. If the person requesting the accommodation is a minor, the parent or guardian must fill-out the form. If the client is unable to complete the form, staff may assist and have another staff witness.
- b) Staff shall instruct the client to mail or return in person, the completed ***Request for a Reasonable Accommodation/Structural Modification Form*** to the appropriate department/office.

STEP 3: Reasonable Accommodation Verification Process When RA Forms are Received

- a) Once staff receives a request form, the form is reviewed to ensure all areas are completed and signed. This authorizes the medical or other professional person with knowledge of the disability as well as need/nexus for an accommodation, to release information to SNRHA.
- b) Upon receiving and no later than three business days after receipt, staff shall complete the top portion of the ***Certification of Need for a Reasonable Accommodation/Modification form*** and mail with the completed ***Reasonable Accommodation/Structural Request Form*** to the health provider listed on the ***Reasonable Accommodation Modification Form***. Notes shall be placed in our MIS system, documented on the client's file narrative and a copy of the request form placed in the client's file. All documents received into the department are date stamped upon accepting or opening mail.
- c) If a person's disability is obvious, or otherwise known to the Manager or his/her designee, and if the need for the requested accommodation is also readily apparent or known, or has previously been verified by the Authority, then you do not need to send the medical certification to verify the disability or need for the RA. The Asset Manager will document the file and submit a written certification to the 504 Coordinator to approve (***FOR PH/AFFORDABLE HOUSING USE ONLY***).



- d) **Note:** Access to all medical verification documentation collected by SNRHA staff in relation to an RA or reasonable modification request shall be strictly limited to those with a specific need to know. Medical verification documentation shall be sanitized or removed from the file and shredded.
- e) The client's caseworker shall forward originals of the RA Request and Certification forms to the 504 Coordinator for all requests.
 - 1. The originals will be forwarded to the 504 Coordinator within two (2) business days of receipt, after review by the Housing Programs Manager/Director. The attached memo cover will be used to document all submissions.
 - 2. A log shall be maintained for all requests for tracking purposes.
- f) If clarification is needed regarding the requested accommodation, the 504 Coordinator shall contact either the client or certifying party.

STEP 4: If the Certification of Need Form is Not Received Back from the Health Care Provider?

- a) If staff does not receive the *Certification of Need Form* within fourteen (14) calendar days, they shall notify the client "in writing" to request that he/she follow up with their health care provider.
- b) Staff shall also attempt to call the health care provider and document their call to obtain the completed forms. If the medical provider states that they cannot locate the original request, staff shall fax a copy to the provider and maintain a copy of the fax confirmation in the client's file. If the provider refuses to complete the form, the client is notified in writing that the request is denied until verification can be provided that they are indeed disabled and need the requested accommodation.

STEP 5: Approval of Reasonable Accommodations by 504 Coordinator

- a) Once the documents are received by the 504 Coordinator, she shall review the documents to ensure all items required are provided, in compliance with SNRHA's Reasonable Accommodation policy as well as HUD's Fair Housing Regulations and guidance.
- b) The 504 Coordinator shall complete the **Reasonable Accommodation/Modification Determination of Notice Form** and mail out the notice along with a **Reasonable Accommodation Agreement** for Approved RAs within fourteen (14) calendar days of receipt of the request. Copies of the Determination Notice and RA Agreement with the cover log shall be submitted to the appropriate departments no later than two (2) business days after mailing the notices.
- c) Upon receiving the **favorable** determination document, the Manager is to contact the resident to sign the RA Agreement **within two (2) days of receipt**. The Manager is



to make a minimum of two (2) attempts to contact the resident to sign the RA agreement. The Manager must leave a door knocker/hanger verifying their attempt to contact the resident. The first attempt will be by knocking on the resident's door. The 2nd attempt will be within three (3) days and must be by letter sent to the resident by Mail Confirmation requesting their presence in the office to sign the form and informing the resident that if they fail to sign the form, it will result in their RA being denied. All attempts to contact the resident must be documented. **(PH/Affordable only)**

- d) If two attempts were unsuccessful, the manager is to return the RA Agreement within five (5) business days along with a cover letter documenting the attempts made to contact the resident to the 504 Coordinator within two (2) business days of the last attempt. The 504 Coordinator shall make one final attempt to contact the client. If the response is not received the RA Request will be closed and a letter sent to the client.
- e) Housing Choice Voucher (HCV) clients shall be required to come into the office to sign the increased voucher or submit the Live-in Aide's information and therefore, any unsigned Agreements will be signed during that appointment and submit to the 504 Coordinator.
- f) If RA agreements are returned to a caseworker or property office, they are to be forwarded to the 504 Coordinator within 24 business hours.

STEP 6: Notice Process

- a) The 504 Coordinator shall advise the client in writing of his/her decisions.
- b) For approvals, the notice must include:
 - 1) How the reasonable accommodation will be provided.
 - 2) Signing of the RA Agreement. When filling out the form, specify the accommodations/modifications that will be made and any administrative solution.
- c) For denials, the notice should include:
 - 1) An explanation of why the Authority is unable to grant the accommodation that has been requested.
 - 2) The Authority's offer to enter into an interactive process with the disabled requester, in efforts to find an equally effective but less burdensome form of accommodation or modification.
 - 3) The process for obtaining a hearing to appeal the Authority's determination.
- d) The hearing officer shall advise the 504 Coordinator of all hearing requests related to the denial of an RA request and attend these hearings. The client may also bring anyone he/she wishes to the meeting.



STEP 7: Processing of Approved Accommodations

- a) Upon receiving the approved 504 Requests, staff will contact the client to make an appointment, if needed for items such as adding a live-in aide and transfer to another unit. In this circumstance the voucher/bedroom size shall not be increased until the live-in aide has been selected by the family, screened and approved by SNRHA in compliance with HUD regulations.
- b) If the accommodation is to allow the family to relocate during the first year of the lease, after the RA is approved and received, the Occupancy Specialist shall provide a copy of SNRHA's Mutual Rescission form for the client to take to the owner to request approval to terminate their lease prior to the lease-end date. It is the owners/agent's right to agree or not. The family cannot move without the owner/agent's approval even with an approved RA. (**FOR HCV ONLY**). (Note: if the basis for requesting premature termination of lease is related to a verified need for reasonable accommodation to relocate, and a private landlord is unwilling to allow premature termination, clients should be advised of their right to file a housing discrimination complaint with HUD against the landlord).
- c) Unit modifications are not made by SNRHA for HCV participants. These modifications are made at the participant's expense with the owners/agent's prior written approval. The owner/agent's may require an establishment of an interest-bearing escrow account to cover the expense of putting the modified interior features of the unit back into the original configuration after the family moves, particularly if those modifications have reduced the general marketability of the unit. SNRHA does have partnerships with agencies that may have funds available to assist families in need. The contact information is provided in our Resource Guide which is available in our lobbies and on our website (**FOR HCV ONLY**).
- d) SNRHA will acknowledge in writing within five (5) business days of receipt of RA Determination Notice, advising the client of the timeframe within which SNRHA may be able to commence the actual work (**FOR PH AND AFFORDABLE HOUSING ONLY**).
- e) All other administrative accommodations shall be completed within 10 calendar days of receiving the request or as soon as the family is available. Examples are enlarged documents, translation or interpretation services, and/or home visits for annual re-certifications.
- f) Admission's RA requests for additional bedroom sizes and/or reasonable modifications to units to be offered in the future will be placed in the client's admission files and the family will be coded in our IS system to ensure the correct unit type/size is offered in compliance with the approved request once their name comes to the top of the certificated eligible pool wait list for the unit type/size required.
- g) Admissions administrative RA requests shall be processed within a reasonable time (reasonable time is defined as the same day if the client is needing enlarged



documents or assistance with a item that staff can readily provide) or within 10 business days if they need items such as documents in Braille or other formats that may require a outside vendor to produce. Interpretation services will be scheduled within one week of the request. RA approvals are not required for interpretation services. There are no charges for this service to the client.

What other remedies exist?

If at any time you feel your request is not being processed appropriately, you have the right to file a complaint with SNRHA's 504 Coordinator at:

Southern Nevada Regional Housing Authority
504 Coordinator
340 N. 11th Street
Las Vegas, NV 89101
(702) 477-3113
(702) 387-1898 tel/TTY

In addition, you have a right to seek assistance from the U.S. Department of Housing and Urban Development – Fair Housing and Equal Opportunity Office.



**HOUSING CHOICE VOUCHER (HCV) PARTICIPANT
REQUEST FOR REASONABLE ACCOMMODATION**

This form is to be used by **PARTICIPANTS** of SNRHA Housing Choice Voucher Program to request a change in a rule, policy, procedure, or a physical modification to their unit or building common area because of their disability.

This form should be filled out by the **PARTICIPANT** with a disability unless the individual is a minor or cannot do this as a direct result of his/her disability. In this case the participant's designee may fill out the form.

Please let the staff know if you need assistance in filling out this form. Participants shall submit this form to the Housing Choice Voucher Office for processing.

Date of Request: _____	Client # _____
Head of Household's Name: _____	

1) Name of the participant with a disability requesting the accommodation:

Name: _____

Address: _____

Phone: _____

2) Name of person filling out this form (if not the individual listed above)

Name: _____

Address: _____

Phone: _____

3) I need the following change as a result of my disability: (Check One)

A change in a rule or the way the Housing Authority communicates with me.
Please list the rule or communication method and be specific about the change you need. Use the other side of this paper, if necessary.

An extension in the amount of time to find a suitable unit because I need a special type of unit as a result of my disability or a family member's disability.



- Allow me to move from one unit to another during the first year of my lease, if my owner agrees to sign a mutual rescission form to allow me to end my current lease and my medical provider verifies that I require this move to provide me with a unit that shall accommodate my disability. I understand that the owner/manager is “NOT” required to sign the form. If they “elect” not to approve the mutual rescission, you cannot move.

- Approve an exception rent (must have approval from Housing and Urban Development [HUD]) and the unit must meet the reasonable accommodation needs as defined by your medical or other professional provider.

- Approval to lease a unit from a relative which has been designed to accommodate the needs of my disability.

- An additional bedroom for medical equipment which cannot be accommodated within the unit size currently assigned.

- An additional bedroom due to disability for other household members.

- A caregiver: Someone to assist the participant with their basic care, food preparation, some medical assistance, housekeeping, etc. (A caregiver cannot provide 24 hours / 7 days a week care for the participant and will not be assigned an additional bedroom.)

- A live-in aide: Someone who will reside in the unit (24 hours / 7 days a week) with the participant.

- Service and/or Companion Animal: Animals that are necessary as a reasonable accommodation to assist and provide support. Please list the type of animal below:

- Other:

4) You may verify that I have a disability (but not the nature or severity of the disability) and my need for this request as a direct result of my disability by contacting the following **health care provider**:

Name: _____

Title: _____

Address: _____



Phone: _____ Fax: _____

Release of Information:

By signing below, I give permission for SNRHA to contact the above named health care provider. This permission allows SNRHA to verify that I, or a family member under my guardianship, have a disability and needs the Reasonable Accommodation (requested above) as a direct result of this disability. I understand that the information you obtain will be kept confidential and used solely to determine my request for an accommodation/modification.

Signed: _____ Date: _____

This form to be used for SNRHA purposes only.

Please be advised while we are here to serve you, Housing Choice Voucher (HCV) Regulations authorize a public housing authority to terminate benefits when a family engages in or threatens abusive or violent behavior toward the authority's personnel [24 CFR § 982.552(c)(1)(ix.)]

WARNING: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful false statements or misrepresentations to any department or Agency of the United States as to any matter within its jurisdiction.

Our agency provides reasonable accommodations to elderly or disabled applicants and participants to ensure programs and services are accessible. If you need a reasonable accommodation, please submit your request in writing to: SNRHA, P.O. Box 1897, Las Vegas, NV 89125, Attn: 504 Officer.

Southern Nevada Regional Housing Authority will not discriminate because of race, color, religion, age, national origin, disability, familial status or sexual orientation. If you feel you have a Fair Housing Complaint, please contact HUD at 1-800-669-9777 or TTY 1-800-927-9275. The Equal Access to Housing in HUD Program Regardless of actual or perceived Sexual Orientation, Gender Identity, or Marital Status in compliance with Final Rule, published in the Federal Register August 2014. SNRHA will comply with 24 CFR Parts 5, 91, 880, et al. Violence Against Women Act Conforming Amendments.

Si usted no puede leer este documento por favor pida la asistencia de nuestro personal bilingüe. La Vivienda Regional del Sur de Nevada, proporciona servicios de traducción para participantes y clientes que califican. Si usted necesita esta forma en Español, por favor contacte a su asistente social.



CERTIFICATION FOR NEED OF REASONABLE ACCOMMODATION/STRUCTURAL MODIFICATION

Please return to: **OR FAX TO: (702) 922-6929**

Southern Nevada Regional Housing Authority – HCV Program
380 N. Maryland Pkwy.
Las Vegas, NV 89101

Date: _____

Dear _____:
Health Care Provider Name

_____ has given the Housing Authority permission
Participant's Name

(see attached) to contact you and verify that he/she has a disability within the meaning of the definition provided below. As a direct result of his/her disability, our participant is requesting a change in a rule, policy, procedure, and/or service.

Please **do not** send any medical records nor disclose the type of disability.

Please answer the following questions:

- 1) In my professional opinion, the participant has a disability as defined by one of the categories below:
 - a) A physical or mental impairment that substantially limits one or more of the major life activities of such individual;
 - b) A record of such an impairment; or
 - c) Being regarded as having such impairment.

Yes **No** **No Knowledge**

- 2) In my professional opinion, the participant needs _____

_____ accommodation/modification as a **direct** result of his/her disability in order to reside in a private unit subsidized SNRHA or participate in the Housing Choice Voucher Programs and/or to participate in other services provided by SNRHA.

Yes **No** **No Knowledge**

Check One:

- Allow the **participant** to transfer from one unit to another during the first year of their lease, **if** their owner agrees to sign a mutual rescission form to allow the client to end their current lease, **and** as the medical provider you verify that this change is required to provide the client with a unit that shall accommodate their disability.
- Approve an exception rent (must have HUD's approval and the unit must meet the reasonable accommodation(s) needs as defined by your medical provider).
- An additional bedroom for medical equipment. The unit size currently assigned cannot accommodate necessary medical equipment.
- Approval to lease a unit from a relative which has been designed to accommodate the needs of my disability.



Note: If requesting an additional room for medical equipment, you (medical professional or other professional) certify that the equipment cannot be otherwise accommodated in current space provided under the voucher and there is a need for a separate bedroom to accommodate this medical equipment. Please list necessary medical equipment and estimated size.

Equipment	Estimated size
_____	_____
_____	_____

I certify under penalty of law that the participant needs an additional bedroom to store/use required medical equipment listed above.

Yes No

Signature of medical professional required here.

A caregiver is defined as someone to assist the participant with their basic care, food preparation, some medical assistance, housekeeping, etc. (A caregiver cannot provide 24 hours / 7 days a week care for the participant.)

Yes No **I feel the participant's disability can be accommodated with a caregiver.**

A live-in aide is defined as someone who will reside in the unit (24 hours / 7 days a week) with the participant.

Yes No **I feel the participant's disability can be accommodated with a live-in aide.**

*Service and/or Companion Animal: Animals that are necessary as a reasonable accommodation to assist and provide support.

Yes No **I feel the participant's disability can be accommodated with a service and/or companion animal.**

*If yes, please list the type of animal below:

3) In order to have full access to programs and services (including housing), it is my professional opinion, as a **direct** result of the participant's disability he/she requires additional **physical modifications to the unit/common area or reasonable accommodations to the rules and policies** of the housing development, auxiliary aides, or services.

Yes No No Knowledge

Please be advised under the Housing Choice Voucher (HCV) Program the participant (not the agency) is responsible for making and paying for modifications to units as the Housing Authority does not own units under the Section 8/HCV Program.

4) Other: _____



If you mark yes to any accommodation request above (Items 1-4), please **clearly** describe your recommendations. The nexus between the disability and the accommodation **must** be clearly defined without including the actual disability.

This area MUST be completed prior to returning.

I certify under penalty of law that the information provided is true and correct.

Signature – *(must be signed)*

Date

Name of Health Care Professional (Print)

Title of Health Care Professional

Address

Phone

This form to be used for SNRHA purposes only.

Please be advised while we are here to serve you, Housing Choice Voucher (HCV) Regulations authorize a public housing authority to terminate benefits when a family engages in or threatens abusive or violent behavior toward the authority's personnel [24 CFR § 982.552(c)(1)(ix.)]

WARNING: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful false statements or misrepresentations to any department or Agency of the United States as to any matter within its jurisdiction.

Our agency provides reasonable accommodations to elderly or disabled applicants and participants to ensure programs and services are accessible. If you need a reasonable accommodation, please submit your request in writing to: SNRHA, P.O. Box 1897, Las Vegas, NV 89125, Attn: 504 Officer.

Southern Nevada Regional Housing Authority will not discriminate because of race, color, religion, age, national origin, disability, familial status or sexual orientation. If you feel you have a Fair Housing Complaint, please contact HUD at 1-800-669-9777 or TTY 1-800-927-9275. The Equal Access to Housing in HUD Program Regardless of actual or perceived Sexual Orientation, Gender Identity, or Marital Status in compliance with Final Rule, published in the Federal Register August 2014. SNRHA will comply with 24 CFR Parts 5, 91, 880, et al. Violence Against Women Act Conforming Amendments.

Si usted no puede leer este documento por favor pida la asistencia de nuestro personal bilingüe. La Vivienda Regional del Sur de Nevada, proporciona servicios de traducción para participantes y clientes que califican. Si usted necesita esta forma en Español, por favor contacte a su asistente social.



REASONABLE ACCOMMODATION AGREEMENT FOR PARTICIPANTS

RE: Participant's Name _____ Client #: _____

Address: _____

Telephone Number/TTY: _____

SNRHA agrees to make the reasonable accommodation(s) described below, to enable the named participant an equal opportunity to apply for or reside in his/her housing. This agreement is being entered into solely to document that your request for an accommodation has been approved. It is not a lease addendum and shall not be enforced as a pre-condition for a continued occupancy or family obligations.

Description of Accommodation: _____

Participant's Signature: _____ Date: _____

NOTE: This form must be signed and returned to the 504/ADA Coordinator within 10 business days from the date above. Please return in the enclosed envelope.

SNRHA Supervisor's Name: _____

Signature: _____ Date _____

If Applicable: Date Voucher Issued: _____ Work Order #: _____ Date Transfer Request Submitted: _____

Date Agreement Executed: _____
504 Coordinator Approval: _____ Date: _____

Note: Send copy to SNRHA 504/ADA Coordinator

This form to be used for SNRHA purposes only.

Please be advised while we are here to serve you, Housing Choice Voucher (HCV) Regulations authorize a public housing authority to terminate benefits when a family engages in or threatens abusive or violent behavior toward the authority's personnel [24 CFR § 982.552(c)(1)(ix.)]
WARNING: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful false statements or misrepresentations to any department or Agency of the United States as to any matter within its jurisdiction.
Our agency provides reasonable accommodations to elderly or disabled applicants and participants to ensure programs and services are accessible. If you need a reasonable accommodation, please submit your request in writing to: SNRHA, P.O. Box 1897, Las Vegas, NV 89125, Attn: 504 Officer.
Southern Nevada Regional Housing Authority will not discriminate because of race, color, religion, age, national origin, disability, familial status or sexual orientation. If you feel you have a Fair Housing Complaint, please contact HUD at 1-800-669-9777 or TTY 1-800-927-9275. The Equal Access to Housing in HUD Program Regardless of actual or perceived Sexual Orientation, Gender Identity, or Marital Status in compliance with Final Rule, published in the Federal Register August 2014. SNRHA will comply with 24 CFR Parts 5, 91, 880, et al. Violence Against Women Act Conforming Amendments.
Si usted no puede leer este documento por favor pida la asistencia de nuestro personal bilingüe. La Vivienda Regional del Sur de Nevada, proporciona servicios de traducción para participantes y clientes que califican. Si usted necesita esta forma en Español, por favor contacte a su asistente social.



PARTICIPANT'S REASONABLE ACCOMMODATION/MODIFICATION DETERMINATION NOTICE

Date: _____

Participant's Name: _____ Client #: _____

Address: _____

Accommodation Requested: _____

A determination has been made that SNRHA will/will not be able to offer the accommodation/modification proposed above.

- The request was approved because your medical or other professional provider confirmed you meet the civil rights definition of disability and the change you requested is as a direct result of your disability.
- The request was denied because:
 - Your medical or other professional provider certified that your disability does not meet the civil rights definition of disability.
 - Your medical provider certified that you do not need the change requested as a direct result of your disability.
 - Your request would pose a fundamental alteration in the nature of the program.
 - Your request would pose an undue financial and administrative burden to the Agency.
 - Your medical or other professional provider did not respond to your request.
 - Your request is partially approved: _____
 - We would like to offer an alternative accommodation since your request has been denied. Please contact the 504 Officer at (702) 477-3113 to schedule an appointment to further discuss this alternative solution:

If your request is marked as approved, please complete the attached "Reasonable Accommodation Agreement" which must be signed and returned to our Office within 10 (ten) business days of the approval date on this notice.



If you disagree with this determination, you may request a hearing within 10 (ten) calendar days, in writing or another form of communication, as required under your Effective Communication Request to staff. Your request for a hearing shall be forwarded to our hearing officer who shall schedule a hearing within 10 (ten) calendar days of receiving your request. If you do not request a hearing within 10 (ten) calendar days of the date of this ineligibility notice, the case will be considered closed. Furthermore, Please be advised that if we offer you an accommodation that meets the requirements that have been certified by a doctor or other health care provider and you “decline” the accommodation, you cannot resubmit the request again “unless” there has been a change in your circumstances that require a “different” accommodation.

This form was completed by:

Name: _____ Signature: _____

Job Title: _____ Date: _____



THE SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY'S (SNRHA) AFFIRMATIVELY FURTHERING FAIR MARKETING POLICY

It is the responsibility of SNRHA, and its contract management agents, to conduct all marketing activities in an open and clear manner, with all marketing information available in both English and any other language used by at least five (5) percent of the program eligible Limited English Proficiency (LEP) population of the locality which currently is Spanish, containing the Fair Housing logo, and in a manner that reaches those eligible families least likely to apply for housing and/or be aware of our Scattered-site and Housing Choice Voucher (HCV) homeownership options, Family Self-Sufficiency Program, Family Unification, and/or other Services.

1. Marketing and informational materials will:
 - a. Comply with Fair Housing Act requirements on wording, logo, size of type, etc.
 - b. Describe the housing units, application process, waiting list, and preference structure accurately and conduct and track outreach for its Family Self-Sufficiency Programs
 - c. Use clear and easy to understand terms and more than strictly English-language and other-language print media
 - d. Contact agencies that serve potentially qualified applicants least likely to apply (e.g. persons with disabilities or members of racial or ethnic minority groups) to ensure that accessible/adaptable units are offered to applicants who need these features and that all minorities are notified
 - e. Make clear who is eligible: low income individuals and families, working and non-working people, and people with both physical and mental disabilities; and
 - f. Be clear about SNRHA's responsibility to provide reasonable accommodations to people with disabilities
 - g. Develop partnerships with non-profit organizations that provide services to those populations that are least likely to apply, including disabled clients for SNRHA programs and services
 - h. Advertise through minority printed media and when feasible radio and television stations to promote programs and services
 - i. Develop marketing tools such as brochures and posters that shall be distributed throughout our community as various social service offices and non-profit organizations to ensure information is available via multiple marketing outreach methods
 - j. Schedule bi-lingual staff to speak at cultural events to promote SNRHA's programs and services
 - k. Participate with the County of Clark in the development of its Affirmative Further Fair Housing Plan, which is part of its Consolidated Plan
 - l. Ensure all participants and residents are aware of the Scattered-Site and Section 8 Housing Choice Voucher (HCV) homeownership option by ensuring notices in both English and Spanish are available in all lobbies and adding a brief description for the programs to our initial and annual re-certification process.



2. In order to identify and then market effectively to those eligible families least likely to apply, SNRHA or its contractor shall, every three years, perform the following actions to document the effectiveness of its marketing and outreach strategy:
 - a. Prepare a property-by-property demographic breakdown that identifies the number and percentage of residents who are:
 - 1) Elderly families (Head, spouse or sole member age 62 or older)
 - 2) Disabled families (Head, spouse or sole member is a person with disabilities)
 - 3) White/Caucasian families
 - 4) Black/African American families
 - 5) Asian families
 - 6) Hawaiian/Pacific Islander families
 - 7) Native American/Alaska Native families
 - 8) Hispanic/Latino families
 - 9) Non-Hispanic/Non-Latino families
 - b. Prepare a breakdown of each site-based waiting list and any citywide waiting list that breaks down the number and percentage of applicants by the categories listed above
 - c. Using the most recent demographic information for the City, SNRHA shall determine the number and percentage of income eligible families, first all eligible families using the categories above, then subdividing the eligible families by income tier and the categories above as follows:
 - 1) Extremely low income families (incomes less than 30 percent of area median income, adjusted for family size)
 - 2) Very low income families (incomes between 31 and 50 percent of area median income adjusted for family size)
 - 3) Lower income families (incomes between 50 and 80 percent of area median income adjusted for family size).
 - d. Compare the data on property demographics and waiting list demographics to the citywide eligible family data to determine whether there are any categories of eligible families who are under-served (i.e., 10 percent or more difference) by age, disability, race, or ethnicity.
 - e. Using data on unit turnover, determine the number, size, type (accessible, adaptable and non-accessible/adaptable), and locations of apartments likely to become vacant in the next 12 months.
 - f. Review the applicable waiting lists against the likely availability projections from step (e) above, and determine whether any waiting lists that are presently closed will be re-opened.



- g. If there are any under-served categories of families including Limited English Proficiency (LEP persons), determine where those families are currently located, and design a marketing campaign to reach those families.
- h. The campaign should, at a minimum:
 - 1) be aimed at families for whom the waiting list is open
 - 2) be presented in the appropriate language
 - 3) use all appropriate media
 - 4) describe the housing opportunities including homeownership of scattered-site units to eligible families available at SNRHA simply but accurately
 - 5) contain both the Fair Housing Logo and Fair Housing language
 - 6) describe how an interested family can get additional information about the Authority's housing opportunities
 - 7) be coordinated with SNRHA's LEP Outreach Plan
 - 8) advertise widely within the community
 - 9) making efforts to ensure the building and communications that facilitate applications and services delivery are accessible to persons with disabilities
 - 10) provide fair housing counseling services or referrals to fair housing agencies
 - 11) inform participants of how to file a fair housing complaint, including the toll free number for housing discrimination
 - 12) recruit FSS coordinators and all other staff community
 - 13) recruit landlords and service providers in areas that expand housing choice to program participants
 - 14) Ensure record keeping includes race, ethnicity, familial status, and disability status of program participants.

These marketing activities shall be conducted at least quarterly and shall include direct marketing activities to the population who is Limited English Proficient. Advertisements shall be printed in Las Vegas major publications, our one African American publication, two Spanish newspapers, and other minority newspapers within Las Vegas. Additionally, we shall distribute information via facsimile to over 40 government and non-profit organizations that work directly with low-income families including those who are LEP. Radio and Television appearance(s) shall be scheduled, to the extent possible, to also promote all housing programs including scattered-site homeownership and Housing Choice Voucher (HCV) Homeownership options to eligible participants. SNRHA shall maintain tracking records reflecting our efforts as it relates to affirmatively furthering fair housing opportunities.



Addendum

SNRHA shall further ensure additional reasonable steps are taken to affirmatively further fair housing in regards to any Family Unification Program (FUP) Vouchers awarded from HUD. These reasonable steps shall include:

1. Identifying and ensuring certifications of FUP eligible families and youth may be placed on SNRHA's waiting list and ensuring the family or youth maintains their original position on the waiting list after certification.
2. Appropriately placing all FUP eligible families and youth referred from the PCWA on the HCV waiting list in order of first come-first serve.
3. Informing applicants on how to file a fair housing complaint including the provision of the toll free number for the Housing Discrimination Hotline 1-800-669-9777.



Ethics Policy

The State of Nevada and the Southern Nevada Regional Housing Authority (SNRHA) have established standards of conduct for their employees. These standards are designed to assure the utmost in public trust and confidence in the policies and practices of SNRHA. Because of its status as an independent public corporation, SNRHA recognizes its responsibility to conduct all business in a manner above reproach or censure. This Code of Ethics will describe in detail the standards by which staff is to be held accountable.

This Code recognizes and incorporates those selections of federal and state law which govern the conduct of public employees, and in no way supplants those provisions of law. In cases where no statutory precedent exists, the policy of SNRHA shall be applied, except that this policy shall in no way be taken to supersede the provision of any contracts, labor agreements, or other external agreements affecting the rights and privileges of employees.

The Standards of Conduct contained within the Code of Ethics shall be generally applied so as to avoid the appearance, or actual occurrence, of any favoritism or special treatment towards any applicant, resident, participant, vendor, or agent having business, or dealings of any kind, with SNRHA. No employee shall use, cause, or allow to be used, his or her position to secure any personal privileges for himself, herself, or others, or influence the activities, actions, or proceeds of SNRHA.

SNRHA, in establishing standards of conduct for its employees and commissioners, recognizes the importance of establishing standards of conduct for external vendors and suppliers of products and/or services to the Authority. While the Authority cannot mandate the internal conduct or policies of vendors, it nevertheless requires that vendors and suppliers adhere to certain basic principles in conducting business with SNRHA. Specifically, these principles include:

No direct or indirect personal inducement of SNRHA employees. This includes the giving of gifts, money, tickets or any items or service having a value of \$50.00 or more.

It is expected that vendors or suppliers of professional services to SNRHA will adhere to the Code of Ethics to which their particular profession subscribes.

Any vendor or supplier found in violation of SNRHA policy shall be barred from future business dealings with SNRHA. SNRHA reserves the right to have vendors and suppliers sign a statement of compliance with the standard of conduct of the Authority.

1-IV.A APPLICABILITY

The provisions contained herein shall apply to all employees of SNRHA. With respect to contracted professional services of SNRHA (legal, accounting, or otherwise), it is assumed that these professionals will abide by the professional ethics of their particular profession.

1-IV-B. PURPOSE

This Code of Ethics establishes standard for employee conduct that will assure the highest level of public service. Recognizing that compliance with any ethical standards rests primarily on personal



integrity, and also recognizing in general the integrity of employees, it nevertheless sets forth those acts or omissions of acts that could be deemed injurious to the general mission of SNRHA.

I-IV-C. DEFINITIONS

“Agent” shall mean any employee of SNRHA (whether full or part time) acting in his or her official capacity as an agent of SNRHA .

“Claim” shall mean any demand, written or oral, made upon the Authority to fill an obligation arising from law or equity.

“Contract” shall mean any obligation to do something arising from an exchange of promises of consideration between persons, regardless of the particular form in which it is stated.

“Conventional” shall mean those housing programs operated by SNRHA, which are part of the “conventional public housing program.” This shall include but not be limited to such programs as public housing developments and management, the Capital Fund, or other grants specifically made in support of public housing.

“Employee” shall mean any person appointed or hired, whether full or part-time. “Enrollee” shall mean any applicant, resident, or program participant in any program operated by SNRHA. Specifically, an “enrollee” shall be a person who expects to receive, or is receiving some form of assistance from SNRHA.

“Family” shall mean the spouse, father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, or a person living in a stable family relationship.

“Interest” shall mean a benefit or advantage of an economic or tangible nature that a person or a member of his or her family would gain or lose as a result of any decision, or action or omission to decide or act, on the part of SNRHA, its Board , or employees.

“Leasing program” shall mean those programs operated by SNRHA that are within the HUD-funded Section 8 tenant-based voucher program and Section 8 Community-Based Program. (Unless otherwise noted, the provisions contained herein shall apply equally to both the “Leasing” and the “Conventional” programs of SNRHA.

“Non-Federally Assisted” shall mean those programs operated by SNRHA outside the conventional public housing and Section 8 leased housing programs.

“Person” shall mean any individual, corporation, partnership, business entity, association, or organization, and may include an SNRHA employee.

“Public Information” shall mean information obtainable pursuant to the Freedom of Information Act and any SNRHA guideline adopted pursuant thereto.

I-IV.D. ETHICAL STANDARDS FOR EMPLOYEES



No employee of SNRHA shall have any employment, engage in any business or commercial transactions, engage in any professional activity, or incur any obligations in which directly or indirectly he or she would have an interest that would impair his or her independence of judgment or action in the performance of his or her official duties or that would be in conflict with the performance of his or her official duties.

No employee shall have or enter into any contract with any person who has or enters into a contract with SNRHA unless:

- The contract between the person and SNRHA is awarded pursuant to Competitive bidding procedures and/or purchasing policies as outlined in regulations promulgated by the U.S. Department of Housing and Urban Development (HUD), state law, and the SNRHA Procurement Policy; or
- The Contract between the person and SNRHA is one in which the SNRHA employee has no interest, has no duties or responsibilities, or if the contract with the person is one into which the SNRHA employee entered prior to becoming an employee.
- Any second job, whether part-time or full-time must be reported in writing to the Human Resources Department and the head of the department for which the employee is working, prior to accepting outside work. HR shall determine if a conflict is imminent and notify the employee and the head of the employee's department.
- There shall be no preferential treatment given by an employee of SNRHA, acting in performance of his or her official duties to any person, agency or organization.
- No SNRHA employee shall use or permit the use of SNRHA-owned vehicles, equipment, materials, or property for the convenience or profit of himself, or of any other person. However, this provision shall not apply in the case of usage for diminutive purposes, i.e. purposes which in and of themselves should not be counted as abuse of SNRHA property.
- No SNRHA employee shall solicit any gift or consideration of any kind, nor shall any SNRHA employee accept or receive a gift having value in excess of \$50.00 regardless of the form of the gift, from any person who has an interest in any matter proposed or pending before SNRHA .
- No SNRHA employee, acting individually, can bind SNRHA by any action or verbal representation, unless such employee, acting in his or her official capacity, has been specifically delegated the authority to so bind the agency.
- No SNRHA employee shall disclose without proper authorization non-public information or records concerning any aspect of the operations of SNRHA , nor shall he or she use such information to the advantage or benefit of himself, herself, or any other person.
- This shall include records maintained on applicants, residents, participants, or enrollees of SNRHA for whom a properly executed release of information among government agencies or government regulations allowing the release of information among government agencies or agencies receiving government subsidy, shall be done following prescribed methods of requesting and transmitting such information, and shall be done with the full knowledge of the enrollee except in those cases where through such action of law the enrollee's knowledge is not required.

No SNRHA employee currently employed shall represent any person, other than himself, in business negotiations or procedures, to which SNRHA may be a party.

No former employee of SNRHA shall personally represent any person in a manner in which the former employee personally participated while employed by SNRHA for one year, if such representation would be adverse to the interest of the Authority. This provision shall not, however,



bar the timely filing by a current or former employee, of any claim, account, demand, or suit arising out of personal injury, property damage, or any benefit authorized or permitted by law.

No SNRHA employee shall have an interest in a contract between any person and SNRHA, except this provision shall not apply if the contract was entered into prior to the employee being hired by SNRHA, the employee discloses his or her interest in the contract prior to the employment, and after becoming employed the employee has no power to authorize or approve payment under the contract, monitor performance or compliance under the contract, or audit bills or claims under the contract and the compensation of the employee will not be affected by the contract. This shall not preclude employees from participating as vendors under the Housing Choice Voucher Program. However, security measures will be put in place to ensure the employee vendors have no contact with their participants' files or any other records related to the Housing Assistance Payment (HAP) Contract or payments related to said contracts.

No SNRHA employee shall have any employment, engage in any business or commercial transaction, or engage in any professional activity in which, directly or indirectly, he or she would have an interest that would impair his or her independence of judgment or action in the performance of his or her duties with SNRHA or that would be in conflict with his or her duties at SNRHA.

No employee of SNRHA shall discuss, vote upon, decide or take part in (formally or informally) any matter before SNRHA in which he or she has a personal interest. Exceptions shall be made in the case of an employee whose interest in the matter is minimal (e.g. an employee helping decide on a new telephone system owns 100 shares of stock in a telephone company), provided the employee shall fully and specifically describe his or her interest, in writing, and the underlying basis of it, whether it be ownership, investment, contract, claim; employment or family relationship, to his or her immediate supervisor prior to the employee's participation. If, in the opinion of the supervisor, there is any question as to whether the interest is minimal, the matter shall be referred to the Executive Director for a binding decision on the question.

No employee shall have the authority (stated, implied, or apparent) to obligate, or impose any legally binding obligations, contracts, or agreements upon SNRHA, without SNRHA's express permission and consent. Any matter decided on, contracted, adjudicated, or in any way acted upon by an employee, who does not disclose a personal interest either in the matter, or in any person or organization having an interest in the matter, may be rescinded and rejected by SNRHA. Such a matter may be referred to the Executive Director to render judgment and assess any penalties as necessary and appropriate.

If the Executive Director renders judgment that a matter was performed, a contract entered into, or any matter was conducted, decided or acted upon in a manner prohibited by the Code of Ethics, he/she may then propose, among other things, that the Board of Commissioners seek an injunction against the proscribed action.

I-IV.E. ENFORCEMENT OF ETHICS STANDARDS

Matters covered here or related shall be enforced. Any violation of this policy may be cause for discipline up to and including termination.





**Southern Nevada Regional Housing Authority
Housing Choice Voucher (HCV)
Project Based Voucher (PBV)
Rental Assistance Demonstration (RAD) Program**



**Emergency Transfer Plan
for
Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking**

Emergency Transfers

Southern Nevada Housing Authority (SNRHA) is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),¹ SNRHA allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.²

The ability of SNRHA to honor such request for tenants currently receiving assistance,, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether SNRHA has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that Southern Nevada Regional Housing Authority is in compliance with VAWA.

Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

Emergency Transfer Request Documentation

¹ Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

² Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

To request an emergency transfer, the tenant shall notify SNRHA's management office and submit a written request for a transfer. **SNRHA** will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under SNRHA's program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

Confidentiality

Southern Nevada Regional Housing Authority will keep confidential any information the tenant submits when requesting an emergency transfer; and information about the emergency transfer, unless the tenant gives SNRHA written permission to release the information on a time-limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program.

This includes keeping the new location of the dwelling unit of the tenant confidential, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the 'Notice of Occupancy Rights under the Violence Against Women Act' for more information about SNRHA's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

Emergency Transfer, Timing, and Availability

Southern Nevada Regional Housing Authority cannot guarantee a transfer request will be approved or how long it will take to process a transfer request. SNRHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit.

Families currently residing in PBV/RAD (Project Based/Rental Assistance) properties who are requesting an emergency transfer in accordance with the Violence Against Women Act (VAWA), and have completed and submitted the HUD 5382 "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation" form along with any other requested documentation from SNRHA (i.e. Police Report, Temporary Protection Order, etc.) may be eligible for an HCV Mobility Voucher, if available. If not available, SNRHA will look for other units within PBV/RAD properties for the family to be relocated.

Emergency Transfers: Housing Choice Voucher (HCV) Program

Tenant Based Assistance: If you are a participant in the tenant-based HCV program and request an emergency transfer as described in this plan, SNRHA will assist you to move to a safe unit quickly using your existing HCV assistance. SNRHA will make exceptions to program regulations restricting moves as required.

At your request, SNRHA will refer you to organizations that may be able to further assist you.

Project-Based Voucher (RAD-PBV) Assistance: If you are assisted under the PBV program, you may request an emergency transfer under the following programs for which you are not required to apply:

If you have lived in your RAD-PBV unit for less than one (1) Year:

- RAD-PBV assistance in the same project (if a vacant unit is available and you determine the vacant unit is safe.)

If you have lived in your RAD-PBV unit for one (1) year or more:

- Housing Choice Voucher: If you have lived in your RAD-PBV unit for one (1) year or more, and if a Housing Choice Voucher is available, SNRHA will issue you an HCV voucher under this provision.

SNRHA will assist you in identifying other housing providers who may have safe and available units to which you could move and local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking (attached to this plan) in the following circumstances:

- If you seek to move sooner than a Housing Choice Voucher will be available; or
- If SNRHA cannot offer you other assistance (because you have not lived in your RAD-PBV unit for one (1) year or more); or
- Another safe RAD-PBV unit is not immediately available.

If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. SNRHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If SNRHA has no safe and available units for which a tenant who needs an emergency is eligible, SNRHA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, SNRHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/> .

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

Attachment: Below are local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

Safe Nest (Administrative Offices) (Provides Temporary assistance for domestic crisis.)
2915 W. Charleston Blvd.,
Las Vegas, NV 89102
(702) 877-0133

Hotlines:

Safe Nest (Domestic Violence Hotline)
(702) 646-4981

S.A.F.E. House Domestic Violence
(702) 564-3227 – Hotline

Rape Crisis Hot Line
1 (888) 366-1640

Clark County Child Abuse/Neglect Hotline
(702) 399-0081

Shelters:

Catholic Charities
1501 N. Las Vegas Blvd.
Las Vegas, NV 89101
(702) 382-0721

Rescue Mission
480 W. Bonanza
Las Vegas, NV 89106
(702) 382-1766

Shade Tree (Women, Children, & pets only)
1 W. Owens
North Las Vegas, NV 89030
(702) 385-0072

B

FY2022 ANNUAL PLAN ACOP REVISIONS

CHAPTER	PAGE	SECTION	ADD / DELETE / CHANGE	PROPOSED LANGUAGE
13	1	A	DELETE	. If the first day of the month falls on a weekend or holiday, the rent shall be due and payable on the first business day following that weekend or holiday.
13	1	A	ADD	A fee for late payment of rent in the amount of five percent of the monthly rent, not to exceed \$20.00, shall be payable for rent due and unpaid by the fifth (5th) day of the month.
13	1	A	DELETE	\$20.00 late fee-
13	1	A	ADD	5% late fee of the monthly rental amount (not to exceed \$20.00)
13	2	A	DELETE	If the fifth day of the month falls on a Weekend or Holiday, the rent shall be considered delinquent by the close of business on the first business day following that weekend or holiday.
13	2	A	ADD	A fee for late payment of rent in the amount of five percent of the monthly rent, not to exceed \$20.00, shall be payable for rent due and unpaid by the fifth (5th) day of the month.
13	2	A - Late Penalties/Charges	CHANGE	Returned Check Payment Fee
13	2	A - Late Penalties/Charges	CHANGE	A returned check payment fee of \$40.00 will be posted to the resident's account for returned checks-
13	2	A - Late Penalties/Charges	DELETE	In addition, management will require that payments are made by money order or cashier's check for the next 12 month period. If a resident pays with a returned check, the finance staff shall flag the resident's account. Management shall notify staff that they are not to accept personal checks from that resident for the appropriate period of time. A written notice shall be provided to the resident to advise that personal checks may no longer be accepted for the prescribed time period. If such a resident subsequently offers to pay with a personal check, the payment shall be refused and that resident shall be instructed to obtain a money order or cashier's check and return with the payment.
13	2	A - Acceptable Forms and Locations for Payment of Rent and Other Charges	ADD	New residents will be required to pay their initial rent and/or security deposit by certified funds, money order or cashier's check.
13	2	A - Acceptable Forms and Locations for Payment of Rent and Other Charges	DELETE	Depending on the location of payment, Current residents may pay their rent by check, or money order.
13	2	A - Acceptable Forms and Locations for Payment of Rent and Other Charges	ADD	Current residents must register with Rent Café to pay their rent electronically via ACH or credit or debit card payments.
13	2	A - Acceptable Forms and Locations for Payment of Rent and Other Charges	CHANGE	Third party personal checks are not acceptable for the payment of rent or charges unless this is from an approved state or federal agency
13	2	A - Acceptable Forms and Locations for Payment of Rent and Other Charges	DELETE	Rent in the proper amount and form will be accepted at the following locations:

13	3	A - Acceptable Forms and Locations for Payment of Rent and Other Charges	DELETE	SNRHA residents may pay rent in person at the community office responsible for the management of their housing unit. They may also deposit their rent in the secure drop box at that management office, if a drop box is available. Only checks and money orders will be accepted at the management offices or drop boxes.
13	3	A - Acceptable Forms and Locations for Payment of Rent and Other Charges	CHANGE	Electronic Payments by Rent Café:
13	3	A - Acceptable Forms and Locations for Payment of Rent and Other Charges	ADD	<u>ACH</u> - A resident may setup a reoccurring or one-time automated withdrawal from their checking or savings account on the date of their choice by completing their profile with their bank account information. Fees Charged: None
13	3	A - Acceptable Forms and Locations for Payment of Rent and Other Charges	ADD	A resident may also setup a reoccurring or one-time payment from their debit/credit card on the date of their choice by completing their profile with their debit/credit card information. Fees Charged: Debit: \$3.95 per transaction up to \$1,000; \$4.95 per transaction \$1,001 - \$2,000; \$9.95 per transaction over \$2,001. Credit: 2.5% of each transaction.
13	3	A - Acceptable Forms and Locations for Payment of Rent and Other Charges	ADD	If a new resident
13	3	A - Acceptable Forms and Locations for Payment of Rent and Other Charges	DELETE	check or money order."
13	3	A - Acceptable Forms and Locations for Payment of Rent and Other Charges	DELETE	Checks are not accepted after the 5 th business day of the month, unless a verifiable emergency exists.
13	3	A - Acceptable Forms and Locations for Payment of Rent and Other Charges	DELETE	If the proper amount of rent and other charges is not tendered by the resident, the payment is to be refused and the resident informed of the proper amount to be paid.
13	3	A - Acceptable Forms and Locations for Payment of Rent and Other Charges	ADD	Current residents may only pay online via Rent Café from the 1 st of each month through the 19 th of each month. Once the 14-day non-payment of rent notice has expired, they are required to tender full cash payment via WIPS or enter into a repayment agreement with the management office in the form of a money order or cashier's check.
13	3	A - Acceptable Forms and Locations for Payment of Rent and Other Charges	ADD	<u>Cash Payments by WIPS</u> – Current residents may pay their rent with cash at any time at any participating 7-Eleven and CVS Pharmacy. Residents must request a barcode from their property management office to make a cash payment. Residents must show their barcode to any participating CVS Pharmacy or 7-Eleven. If a 14-day notice was issued for nonpayment, residents will be required to pay in cash from the 20 th to the end of each month. Residents must keep their receipts and provide proof of payment to the management office in order to become lease compliant. <u>Fees Charged: \$3.95 per transaction</u>

13	4	<i>A - Acceptable Forms and Locations for Payment of Rent and Other Charges</i>	<i>DELETE</i>	<p>Payment by Mail— The resident's payment is mailed to the management office.— Only the following SNRHA personnel are specifically authorized to accept rent or charges or handle any receipts for rent and other charges:</p> <p>Asset Manager Housing Assistance Specialist</p> <p>If the proper amount of rent and/or charges is not tendered, the payment is to be refused and the following procedures are to be followed:</p> <p>Notify the resident in writing that the check/money order or cashier's check has not been tendered.— Provide information regarding necessary actions to correct the payment.—</p>
13	4	<i>A - Acceptance of Delinquent Rent and Charges</i>	<i>CHANGE</i>	by money order or cashier's check only via Rent Café or WIPS
13	4	<i>A - Acceptance of Delinquent Rent and Charges</i>	<i>DELETE</i>	<p>Resident Ledger - The Accounting Department will receive the daily collections from the management offices. Accounting will also receive statements from the designated banks indicating the identity and amount of payments received for rents and other charges.</p> <p>As the daily receipts and bank-generated statements are received by the Accounting Department, the appropriate entries shall be made into the resident accounting database. Each amount received shall be credited to the appropriate resident's account. Accounting shall keep the records of resident accounts up to date, so that all management may review resident accounts to ascertain who has and has not paid rent and/or other charges.</p>
13	5	<i>B - Written Contact and Delinquency Notices</i>	<i>CHANGE</i>	the "14-Day Demand Notice for Nonpayment of Rent " and/or the "30-Day Demand for Charges Notice of Termination " for charges other than rent.
13	5	<i>B - Written Contact and Delinquency Notices</i>	<i>CHANGE</i>	The appropriate site management staff shall request for the notices to be posted and processed through a third-party, licensed process serving company . hand-deliver, or mail the appropriate notice(s) to an adult member of the household.
13	6	<i>C. Repayment Agreements</i>	<i>DELETE</i>	under the discretion of the manager as long as the family meets the basic eligibility requirements for a repayment agreement. Managers are cautioned against the indiscriminate use of these agreements as they can become an obstacle to timely collections.—
13	6	<i>C. Repayment Agreements</i>	<i>ADD</i>	outlined below.
13	6	<i>C. Repayment Agreements - Eligibility to Enter into a Repayment Agreement</i>	<i>DELETE</i>	<p>No repayment agreement has been entered within with past 12 months.— The resident has not been delinquent two times within the preceding 12-month period;</p>
13	6	<i>C. Repayment Agreements - Eligibility to Enter into a Repayment Agreement</i>	<i>DELETE</i>	The repayment agreement is requested within the 14-day (for rent) or 30-day (for other charges) delinquency remedy period which is concurrent with the running of the 14-day or 30-day notice (this requirement may be waived if the resident can prove that he/she was physically incapable of requesting this agreement during this period of time through no fault of his/her own);
13	6	<i>C. Repayment Agreements - Eligibility to Enter into a Repayment Agreement</i>	<i>DELETE</i>	The resident is not under any actual or pending eviction proceeding;—

13	6	C. Repayment Agreements - Eligibility to Enter into a Repayment Agreement	DELETE	There are no carryover balances from the previous month, and
13	6	C. Repayment Agreements - Terms of Repayment Contracts	CHANGE	12-6 months
13	8	C - Executing the Repayment Agreement	ADD	for payment agreements over \$2,000
13	10	E - Preparation of Documents	CHANGE	appropriate following documentation
13	10	E - Preparation of Documents	ADD	documentation per the Justice Court jurisdiction
13	10	E - Preparation of Documents	DELETE	<ul style="list-style-type: none"> •Affidavit/Complaint Summary for Eviction (1 copy)- •Complaint for Summary Eviction (2 copies)- •Notice to the Constable (1 copy) •Copy of Lease •Copies of notices to the delinquent resident •Verification of method of service of the notices, e.g. certificates of mailing/posting/personal service <p>These documents shall be sent to the Director of Operations or designee not later than one (1) day after the expiration of the 14- or 30-day notice.</p>
13	10	E - Lockout	ADD	The SNRHA must notify the former resident, in writing, 14-days prior to the expiration of the 30 days.
13	10	E - Lockout	ADD	by the Deputy and/or Director of Operations
9	7	Transfer of Security Deposit	CHANGE	one-quarter one-third
9	7	Transfer of Security Deposit	CHANGE	three two
9	7	Transfer of Security Deposit	CHANGE	120 90
9	ALL	Footer	CHANGE	Revised 2020 2021
9	11	N. Smoke Free Housing	DELETE	and
9	11	N. Smoke Free Housing	ADD	and ENDS (Electronic Nicotine Delivery Systems) also known as vaping.
9	11	N. Smoke Free Housing	DELETE	ENDS (Electronic Nicotine Delivery Systems)
9	11	N. Smoke Free Housing	DELETE	The use of ENDS in public housing is not prohibited. SNRHA will allow the use of ENDS within the unit, but prohibits ENDS in all common areas.
9	12	N - Smoke-Free Apartments	DELETE	<p>The premises listed below has already been designated as a smoke-free living environments:</p> <ul style="list-style-type: none"> •Eubertha Johnson Estates Senior Development <p>With 45 days written notice and a signed lease addendum for all current residents, future properties will be designated smoke free by no later than July 30, 2018.</p>
9	12	N - Smoke-Free Apartments	ADD	all Public Housing and mixed finance properties
PH Lease	ALL		CHANGE	SNRHA Lease Revised 2021 19
PH Lease	1	1. Terms of Lease	DELETE	each check or ACH returned

PH Lease	1	1. Terms of Lease	ADD	each returned payment fee
PH Lease	1	1. Terms of Lease	DELETE	SNRHA will no longer accept a personal check or ACH for payment of rent or other charges upon receipt of one returned check for a period of no less than one year.
PH Lease	1	1. Terms of Lease	CHANGE	does not accept cash payments. will only accept electronic payments for rent via Rent Café or cash payments via WIPS (Walk-In Payment Systems) at specified locations.
PH Lease	14		ADD	(hh) to comply with the SNRHA No Smoking Policy
PH House Rules	1	Rent Payments	CHANGE	via Rent Café or WIPS at the assigned Management Office.
PH House Rules	2	Rent Payments - Delinquency Charges	ADD	14-Day
PH House Rules	2	Rent Payments - C	CHANGE	Payment must be made electronically via Rent Café, or cash payments through WIPS, by certified check or money order only.
PH House Rules	2	Rent Payments - D	CHANGE	Bad check Returned Payment Fees Charges
PH House Rules	2	Rent Payments - D	CHANGE	check payment fee
PH House Rules	2	Rent Payments - D	DELETE	charge equal to the greater-
PH House Rules	2	Rent Payments - D	DELETE	If such occurs, SNRHA will no longer accept checks from that resident and future payments must be by certified check or money order only.
PH House Rules	5	General Requirements	ADD	j. Smoke Free Housing. HUD in its Final Rule has mandated that ALL Public Housing and mixed finance developments be Smoke Free effective within eighteen months (24 CFR 965 and 966). SNRHA must implement their Smoke Free policies, barring the use of prohibited tobacco products in all public housing and administrative office buildings, public housing offices, day care centers, community centers, common areas, and laundry rooms assisted under the U.S. Housing Act of 1937, other than assistance under section 8 of the 1937 Act. (collectively, “restricted areas”). The Rule does not prohibit smoking by residents; rather it requires that residents and guests who smoke do so at least 25 feet away from the buildings. Prohibited Tobacco products are defined as items that involve the ignition and burning of tobacco leaves, such as cigarettes, cigars, pipes, water pipes (also known as hookahs) And ENDS (electronic Nicotine Delivery Systems) also known as vaping.
PH House Rules	ALL		CHANGE	Public Housing House Rules - Revised 0604/20202021
15	ALL		CHANGE	Revised 04-05-2019 05/2021
15	3	Program Size	CHANGE	425 450
15	3	Program Size	CHANGE	including 27 mandatory
15	3	Program Size	DELETE	as of February 28, 2019. As the mandatory size decreases, the voluntary size will increase.
15	3	Estimate of Potential Participating Families	CHANGE	2,431 2149
15	3	Estimate of Potential Participating Families	CHANGE	551 439

15	3	Estimate of Potential Participating Families	CHANGE	12,163 12,009
15	3	Estimate of Potential Participating Families	CHANGE	425 450
15	5	Family Selection Procedures	DELETE	enrollment.
15	7	Interim Escrow Withdrawals	ADD	deposit to move from public housing to the private sector,
15	8	Successful Completion of Program	ADD	§ Has a HS diploma or equivalent unless an exception is approved by the SSM and RPC.
7	11	Streamlined Annual Recerts	DELETE	<p>Allow optional streamlined annual reexaminations for elderly families and disabled families on fixed incomes.</p> <p>SNRHA is statutorily required to verify income and calculate rent annually, including for elderly and disabled families on fixed incomes. The notice states that the requirement to undertake the complete process for income verification and rent determination for families on fixed incomes is not necessary given the infrequency of changes to their incomes. Further, this requirement requires considerable staff time and SNRHA resources. The notice provides simplification of the requirements associated with determining the annual income of participants on fixed incomes (24 CFR 982.516, 960.257).</p> <p>SNRHA will conduct a streamlined reexamination of income for elderly families and disabled families when 100 percent of the family's income consists of fixed income. In a streamlined reexamination, SNRHA will recalculate family incomes by applying any published cost of living adjustments to the previously verified income amount.</p> <p>For purposes of this process, the term 'fixed income' includes income from:</p> <ol style="list-style-type: none"> 1. Social Security payments to include Supplemental Security Income (SSI) and Supplemental Security Disability Insurance (SSDI); 2. Federal, State, local, and private pension plans; and 3. Other periodic payments received from annuities, insurance policies, retirement funds, disability or death benefits, and other similar types of periodic receipts that are of substantially the same amounts from year to year.

7	31	<i>II.B. SOCIAL SECURITY NUMBERS [24 CFR 5.216, 5.218 and 5.233]</i>	ADD	<p>HUD uses the SSN (along with the name and date of birth) of an individual to validate that person's identity, obtain employment and income information via computer matching programs, and ensure duplicate assistance is not being paid. These uses allow HUD, program administrators, and auditors to determine compliance with program requirements, as well as determine the eligibility and level of assistance a family is eligible to receive and reduce improper payments, and to prevent fraud waste and abuse in HUD rental assistance programs.</p> <p>Under HUD regulations at 24 CFR §§ 5.216 and §5.233, SNRHA is required to use the EIV system to reduce administrative and subsidy payment errors. In accordance with this, SNRHA's</p> <p>a.Use EIV's Identity Verification report for effective making, corrective action implementation, and reporting activities;</p> <p>b.Will to minimize erroneous subsidy payments on behalf of families who have not complied with the required SSN disclosure and documentation requirements;</p> <p>c.Use EIV to validate and/or verify tenant-reported social security benefits; and</p> <p>d.Provide accurate and reliable information to HUD in the Inventory Management System Public and Indian Housing Information Center (IMS/PIC).</p>
7	32	<i>SNRHA Policy</i>	ADD	Children and Foster Adults
7	32	<i>SSN Disclosure</i>	ADD	Entire section - please see documentation
7	35	<i>III.C. ASSETS AND INCOME FROM ASSETS</i>	ADD	Entire section - please see documentation
Addendum 1 - AFFM	1		ADD	Housing Counseling,
Addendum 1 - AFFM	1	<i>I. B</i>	ADD	and Housing Counseling
Addendum 1 - AFFM	3	<i>Addendum</i>	ADD	<p>Addendum:</p> <p>SNRHA shall further ensure additional reasonable steps are taken to affirmatively further fair housing in regards to any Family Unification Vouchers awarded from HUD. These reasonable steps shall include:</p> <ol style="list-style-type: none"> 1.Identifying and ensuring certifications of FUP eligible families and you that may be placed on SNRHA's waiting list and ensuring that the family or youth maintaining their original position on the waiting list after certification. 2.Appropriately placing all FUP eligible families and youth referred from the PCWA on the HCA waiting list in order of first come; first serve 3.Informing applicants on how to file a fair housing complaint including the provision of the toll-free number for the Housing Discrimination Hotline 1-800-669-9777.
1	2	<i>PH Objective</i>	DELETE	Housing Quality Standards
1	2	<i>PH Objective</i>	ADD	UPCS and NSPIRE
1	2	<i>PH Objective</i>	DELETE	Attain a PHAS score of 95%. Increase internal and external customer satisfaction

1	2	PH Objective	ADD	Administer applicable federal and state laws and regulations to achieve high ratings in compliance measurement indicators while maintaining efficiency in program operation to ensure fair and consistent treatment of clients served.
1	2	PH Objective	DELETE	Attain a PHAS component score of 100%
1	3		ADD	Achieve a healthy mix of incomes in its public housing developments by attracting and retaining higher income families and by working towards deconcentration of poverty goals.
1	6	Discrimination Complaints	ADD	Entire section - please see documentation
4	8	H. Units Designated for the Elderly	ADD	The units designated for the elderly are located at James Down Towers, Levy Gardens, and Sartini Plaza.
2	14	Denial of Admissions for Debts to the PHA	Change	Previous outstanding Any debts owed to SNRHA or any Public Housing Authority (PHA), resulting from a previous tenancy in Public Housing, Section 8 (including Section 8 community-based) or any other housing program, must be paid in full prior to final determination of eligibility.
2	22	Probation/Parole	DELETE	<p>Even if a person has been incarcerated and has now been released on probation or parole, they cannot be admitted into public housing unless a year has passed since the completion of their probation or parole. If the only sentence was probation or parole, a year must have elapsed, without incident, since its completion to be considered eligible for housing, regardless of the type of probation imposed.</p> <p>A person who is released from incarceration with no probation or parole requirement would have to operate on the outside for one year with no convictions for the prohibited activities as listed in the one year bar in order to be considered for admission.</p> <p>A person who has been convicted of any crime involving bodily injury would not be considered for admission until a year has passed since full repaying of the social debt, including probation or parole. This section (probation and parole) applies to continued occupancy also for PH residents.</p>
2	22	Probation/Parole	ADD	Persons who are currently on parole/probation are barred from the program for the same period of time for the crime for which the parole/probation was issued. (i.e. burglary, person would be barred for a three year period)
2	16	Criminal Conduct of Applicant	DELETE	If on any type of probation or parole for any conviction, assistance will be denied, until discharged from probation, parole, or completion of sentence. For purposes of this section, the “completion of sentence” shall mean the date of discharge from parole and/or probation or, in the case of a sentence that did not impose parole or probation, the date of release from prison/jail or the date of completion of court-ordered classes, community service, and/or final payment of court-ordered fines/restitution.
2	16	Criminal Conduct of Applicant	ADD	Persons who are currently on parole/probation are barred from the program for the same period of time for the crime for which the parole/probation was issued. (i.e. burglary, person would be barred for a three year period)



**SOUTHERN NEVADA REGIONAL
HOUSING AUTHORITY**

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

FOR THE

PUBLIC HOUSING PROGRAM

2021 UPDATE

Approved by the PHA Board of Commissioners August 19, 2021

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Chapter 1

STATEMENT OF POLICIES AND OBJECTIVES

INTRODUCTION

The Low Rent Public Housing Program was created by the U.S. Housing Act of 1937. Administration of the Public Housing Program and the functions and responsibilities of the Southern Nevada Regional Housing Authority (SNRHA) staff shall be in compliance with SNRHA's Personnel Policy, any union agreements of SNRHA, and this Admissions and Continued Occupancy Policy. The administration of SNRHA's housing program will also meet the regulations of the Department of Housing and Urban Development. Such requirements include any Public Housing Regulations, required sections of Handbooks, and applicable Notices. All applicable Federal, State and local laws, including Fair Housing Laws and regulations also apply. Changes in applicable federal laws or regulations shall supersede provisions in conflict with this policy. Federal regulations shall include those found in Volume 24 CFR, Parts V, VII and IX. (Code of Federal Regulations)

SNRHA provides public housing assistance to more than **2400** families and receives an ESTIMATED average of 5500 -applications for assistance each year.

In order to address the ever-growing need for housing assistance, SNRHA must administer its public housing program in accordance with all applicable federal, state and local statutes, regulations and ordinances. The purpose of this policy is to effectuate the provisions of those laws and regulations.

A. HOUSING AUTHORITY MISSION STATEMENT

It is the mission of the Southern Nevada Regional Housing Authority to provide safe, sanitary and affordable housing to eligible people within our jurisdictions, in an environment that fosters independence, self-sufficiency and community pride.

B. LOCAL OBJECTIVES

This Admissions and Continued Occupancy Plan for the Public Housing Program is designed to demonstrate that SNRHA is managing its program in a manner that reflects its commitment to improving the quality of housing available to its public, and its capacity to manage housing in a manner that demonstrates its responsibility to the public trust.

Following are the Housing Authority's goals and objectives that will enable SNRHA to serve the needs of the low income and very low-income families as identified by SNRHA for the next five fiscal years.



- HUD Strategic Goal:** **Increase the availability of decent, safe, and affordable housing**
- Public Housing Goal:** Create positive public relations that expand the level of family and community support in accomplishing SNRHA's mission.
- Public Housing Objective:** Develop public/private partnerships to create affordable housing opportunities and to increase the number of affordable housing units with limited federal subsidy. Ensure that all units meet UPCS and NSPIRE and other SNRHA standards identified in the Admissions and Continued Occupancy Policy.
- Public Housing Goal:** Provide decent, safe and sanitary housing for very low-income families while maintaining their rent payments at an affordable level.
- Public Housing Objective:** Implement a flat rent structure that encourages family economic independence.
- Public Housing Goal:** Administer an efficient, high performing agency through continuous improvement of SNRHA's support systems and commitment to our employees and their development
- Public Housing Objective:** Administer applicable federal and state laws and regulations to achieve high ratings in compliance measurement indicators while maintaining efficiency in program operation to ensure fair and consistent treatment of clients served.
- Public Housing Goal:** Ensure all units meet HUD's Uniform Physical Condition Standards (UPCS) and NSPIRE
- Public Housing Objective:** Promote self-sufficiency and asset development of families and individuals promote homeownership opportunities to all goals (2) and the objectives.
- HUD Strategic Goal:** Promote self-sufficiency and assist in the expansion of family opportunities that address educational, socioeconomic, recreational and other human service needs
- Public Housing Goal:** Increase the number and percentage of employed persons in assisted families
- Public Housing Objectives:** Provide or attract supportive services to improve employability for recipients of assistance.

In addition, this Admissions and Continued Occupancy Policy is designed to achieve the following objectives:

To operate a socially and financially sound public housing agency that provides decent, safe, and sanitary housing within a drug free, suitable living environment for tenants and their families.



To avoid concentrations of economically and socially deprived families in any one or all of SNRHA's public housing developments. Achieve a healthy mix of incomes in its public housing developments by attracting and retaining higher income families and by working towards deconcentration of poverty goals.

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

To attempt to house a tenant body in each development that is composed of families with a broad range of incomes and rent-paying abilities that are representative of the range of incomes of low-income families in SNRHA's jurisdiction.

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

To facilitate the judicious management of SNRHA inventory, as well as the efficient management of SNRHA staff.

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

To promote opportunities for persons of Limited English Proficiency to achieve full participation and access to all programs and services.

C. PURPOSE OF THE POLICY

The purpose of this Admissions and Continued Occupancy Policy (ACOP) is to establish guidelines for the Public Housing Authority (SNRHA) staff to follow in determining eligibility for admission and continued occupancy. These guidelines are governed by the requirements of the Department of Housing and Urban Development (HUD) with latitude for local policies and procedures. These policies and procedures for admissions and continued occupancy are binding upon applicants, residents, and SNRHA.

SNRHA Board of Commissioners must approve the original policy and any changes. Required portions of this Plan will be provided to HUD.

D. FAIR HOUSING POLICY

Civil rights laws protect the rights of applicants and residents to equal treatment by the Housing Authority in operating its programs. It is the policy of the Housing Authority to comply fully with all Federal, State, and local nondiscrimination laws and with rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.



SNRHA will comply with all laws relating to Civil Rights, including:

Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex; 24 CFR 1 and 100

Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988), which extend protection against discrimination based on disability and familial status, and spell out forms of prohibited discrimination; 24 CFR 100

Executive Order 11063; 24 CFR 107

Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities; 24 CRR 8

The Age Discrimination Act of 1975, which establishes certain rights of the elderly; 24 CFR 146

Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)

Section 119 of the Rehabilitation, Comprehensive Services and Developmental Disabilities Amendments of 1978

Any applicable State laws or local ordinances, and any legislation protecting individual rights of tenants, applicants, or staff that may subsequently be enacted including, equal access to Housing regardless of sexual orientation or gender identity.

SNRHA shall not discriminate because of race, color, sex, religion, familial status, disability, national origin, marital status, gender identity, or sexual orientation in the leasing, rental, or other disposition of housing or related facilities, including land, that is part of any community or communities under SNRHA's jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended, or in the use or occupancy thereof.

Fair Housing posters and housing information are displayed in locations throughout the SNRHA's office in such a manner as to be easily readable from a wheelchair.

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

SNRHA's central offices are accessible to persons with disabilities. Where additional accessibility is needed in other locations, reasonable accommodation will be made.

Accessibility for the hearing impaired will be provided by using a sign language



interpreter, the TDD telephone service provider or other method requested by a qualified person with a disability. Further, applicants and residents who need material presented in any alternative format because of a disability may request such an accommodation at any time in compliance with SNRHA's Effective Communication Policy.

SNRHA shall not, on account of race, color, sex, religion, familial status, disability, national origin, marital status, gender identity or sexual orientation:

Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;

Provide housing that is different from that provided to others;

Subject a person to segregation or disparate treatment;

Restrict a person's access to any benefit enjoyed by others in connection with the housing program;

Treat a person differently in determining eligibility or other requirements for admission; or

Deny a person access to the same level of services.

SNRHA shall not automatically deny admission to a particular group or category of otherwise qualified applicants (e.g., families with children born to unmarried parents, elderly families with pets).

SNRHA shall not discriminate against someone because they are related to or associated with a member of a protected class.

Discrimination Complaints

If an applicant or tenant family believes that any family member has been discriminated against by the SNRHA, the family should advise the SNRHA. The SNRHA should make every reasonable attempt to determine whether the applicant or tenant family's assertions have merit and take any warranted corrective action.

In all cases, the SNRHA may advise the family to file a fair housing complaint if the family feels they have been discriminated against under the Fair Housing Act.

Upon receipt of a housing discrimination complaint, the SNRHA is required to:

- Provide written notice of the complaint to those alleged and inform the complainant that such notice was made
- Investigate the allegations and provide the complainant and those alleged with findings and either a proposed corrective action or an explanation of why corrective action is not warranted
- Keep records of all complaints, investigations, notices, and corrective actions [Notice PIH 2014-20]



SNRHA Policy

Applicants or tenant families who believe that they have been subject to unlawful discrimination may notify the SNRHA either orally or in writing.

Within 10 business days of receiving the complaint, the SNRHA will provide a written notice to those alleged to have violated the rule. The SNRHA will also send a written notice to the complainant informing them that notice was sent to those alleged to have violated the rule, as well as information on how to complete and submit a housing discrimination complaint form to HUD's Office of Fair Housing and Equal Opportunity (FHEO).

The SNRHA will attempt to remedy discrimination complaints made against the SNRHA and will conduct an investigation into all allegations of discrimination.

Within 10 business days following the conclusion of the SNRHA's investigation, the SNRHA will provide the complainant and those alleged to have violated the rule with findings and either a proposed corrective action plan or an explanation of why corrective action is not warranted.

The SNRHA will keep a record of all complaints, investigations, notices, and corrective actions.

E. CUSTOMER SERVICE

It is the policy of SNRHA to provide courteous and efficient service to all applicants for housing assistance and all Residents. In that regard, SNRHA will endeavor to accommodate persons with disabilities, as well as those persons with limited English proficiency (LEP) barriers.

F. REASONABLE ACCOMMODATIONS POLICY

1. The Authority, as a public agency that provides low rent housing to eligible families, has a legal obligation to provide “reasonable accommodations” to applicants and residents if they or any family members have a disability. See the Definitions section of this policy for the definition of “individual with a disability”. **24 CFR § 8.4**
2. Applicants, residents or employees who are individuals with disabilities should contact the Authority’s 504/ADA Coordinator or submit a request for a reasonable accommodation form to their manager and/or designated staff to seek reasonable accommodations.
3. A reasonable accommodation is some modification or change the PHA can make, at the PHA’s expenses, to its units, buildings, sites, policies, practices, program or procedures that will assist an otherwise eligible applicant or resident with a disability to take full advantage of and use all the PHA’s programs, including those that are operated by other agencies in PHA-owned public space. **24 CFR § 8.20**



4. The standard used for modifications in a PHA unit and route is the Uniform Federal Accessibility Standard (UFAS). The standard used for modifications to non-housing facilities is the Americans with Disabilities Act Accessibility Guidelines (ADAAG).
5. An accommodation is not reasonable if it: **24 CFR § 8.21(b) and 24 CFR § 8.24(a)(2)**
 - a. Causes an undue financial and administrative burden; or
 - b. Represents a fundamental alteration in the nature of the PHA's program.
6. Examples of reasonable accommodations include, but are not limited to: **24 CFR § 8.4**
 - a. Making alterations to a PHA unit to make it fully accessible so it could be used by a family member who uses a wheelchair;
 - b. Making alterations to the grounds of a property and to the route through the property and building to create an accessible route for a family member who uses a wheelchair;
 - c. Transferring a resident family to a unit with more bedrooms to provide a separate bedroom for a person with a disability or for a needed live-in aide;
 - d. Upon request, transferring a resident from a unit that cannot be made accessible to a unit that is accessible;
 - e. Widening the door of a community room or public restroom so a person in a wheelchair may use the facility (as well as other modifications that may be needed for non-housing facilities to create equal access and full usability by individuals with disabilities);
 - f. Adding or altering unit or building features so they may be used by a family member with a disability, including but not limited to;
 - 1) Installing strobe-type flashing light smoke detectors in a unit for a family with a hearing-impaired member;
 - 2) Adding structural grab bars in the bathroom;
 - 3) Changing the doorknobs to lever-type door handles;
 - 4) Modifying cabinets, counters, counter heights, appliance controls and floor area to create an accessible kitchen;
 - 5) Providing accessible kitchen appliances;
 - 6) Installing a magnifier over the thermostat for a resident with a vision impairment;
 - 7) Modifying fixtures, mirror position, and faucet controls, adding structural grab bars and increasing floor area to create an accessible bathroom; and
 - 8) Lowering the peephole on the door so it can be used by a person in a wheelchair;
 - g. Permitting a family to have an animal to assist a family member with a disability in a PHA family development where no pets are allowed or the size of the animal is usually limited; **24 CFR § 8.20**
 - h. If the PHA provides transportation to PHA sponsored/funded functions or activities then the PHA must ensure that accessible transportation is provided to accommodate person(s) with disabilities and their aides including the reasonable accompaniment



of household member(s).

- i. Making sure that PHA processes are understandable to applicants and residents with sensory or cognitive impairments, including but not limited to: **24 CFR § 8.6**
 - 1) Making large type documents, cassettes or a reader available to an applicant or resident with a vision impairment during interviews or meetings with PHA staff;
 - 2) Making a sign language interpreter available to an applicant or resident with a hearing impairment during interviews or meetings with PHA staff;
 - 3) Providing Telecommunications Devices for the Deaf (TDDs) to permit persons with hearing impairments to communicate with the PHA by telephone;
 - 4) Permitting an applicant or resident to be accompanied or represented by a family member, friend or advocate at all meetings and interviews with PHA if the individual desires such representation;
 - 5) Permitting an outside agency or individual to assist an applicant or resident with a disability to meet the PHA's applicant screening criteria.
7. An applicant or resident family that has a member with a disability must still be able to meet essential obligations of tenancy. They must be able **24 CFR § 8.3**
 - a. to pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;
 - b. to care for and avoid damaging the unit and common areas;
 - c. to use facilities and equipment in a reasonable way;
 - d. to create no health, or safety hazards, and to report maintenance needs;
 - e. not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
 - f. not to engage in prohibited criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff; and not to engage in drug-related criminal activity; and
 - g. to comply with necessary and reasonable rules and program requirements of HUD and the PHA.

But there is no requirement that they be able to do these things without assistance.
8. If an applicant or resident's family member needs assistance with one of the essential obligations of tenancy, PHA will, as a reasonable accommodation, permit a friend, family member or advocate to provide such assistance or make a referral to an individual or agency that can provide such assistance. **24 CFR § 8.20**
9. If an applicant or resident receives a referral to an agency or individual who can assist the applicant or resident with complying with the essential obligations of tenancy, the applicant or resident is not obligated to accept the service, but if refusing service results in a lease violation, PHA may terminate the lease. **24 CFR § 8.2**
10. At any time an applicant or resident family has a disability and needs or wants a reasonable accommodation, it may be requested. **24 CFR § 8.20**



11. If an applicant or resident would prefer not to discuss the situation with the PHA, that is his/her right.

G. MAKING PROGRAMS AND FACILITIES ACCESSIBLE TO PEOPLE WITH DISABILITIES

1. Subject to the undue burdens and fundamental alterations tests, SNRHA will correct physical situations or procedures that create a barrier to equal housing opportunity for all. To permit people with disabilities to take full advantage of SNRHA's housing program and non-housing programs, in accordance with Section 504 and the Fair Housing Amendments Act of 1988, SNRHA shall comply with all requirements and prohibitions in applicable law.

Specific actions are described in SNRHA's *Policy on Civil Rights and Disability Rights*. **24 CFR § 8.4 attached as an addendum to the ACOP**

2. Facilities and programs used by applicants and residents shall be accessible to persons in wheelchairs, persons with sensory impairments and other persons with disabilities. Application and management offices, hearing rooms, community centers, day care centers, laundry facilities, craft and game rooms, etc. (to the extent that the PHA has such facilities) will be usable by residents with a full range of disabilities. If PHA offers such facilities, and none is accessible, some will be made so, subject to the undue financial and administrative burden test. **24 CFR § 8.21**
3. Documents and procedures used by applicants and residents will be accessible for those with vision, hearing or other sensory impairments. Also, all documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. Methods used to ensure that communication is understandable by persons with disabilities are described in SNRHA's *Policy on Civil Rights and Disability Rights (attached as an addendum)*. **24 CFR § 8.6**

H. Providing Information in Languages other than English

1. PHA makes all written materials to be used by or sent to applicants or residents available in a language other than English if at least five percent of the program eligible people in the PHA's jurisdiction speak that language and have limited English proficiency. When the group of people needing translation equals at least five percent of the program eligible population:
 - a. In some cases, materials will be printed with an English version on one side of the paper and in an alternate language version on the reverse.
 - b. Complex documents, such as the Lease and Grievance Procedure will be available in both English and other languages.
 - c. Persons who are fluent in the alternate language are available for interviews, meetings and other forms of face-to-face communication with families whose first language is something other than English.



2. To assist persons with limited English proficiency that are not a large enough group to warrant full translation, SNRHA shall contract with a professional service provider to provide at no cost to eligible families interpretation services.
3. All forms, written materials and recorded voice-mail messages used to communicate with prospective applicants and residents shall be available in all languages used by a significant proportion of the SNRHA's eligible population or tagged to inform persons with LEP that bi-lingual staffs are available to assist in interpreting and translations. Forms that shall be translated into Spanish includes the following documents related to registration, intake, marketing, outreach, certification, re-examination and inspections:
 - a. Pre – Application
 - b. Interview – Applications
 - c. Personal Declaration Form;
 - d. Leases;
 - e. Posters;
 - f. Authorization Forms
 - g. Flat Rent Option Notice
 - h. Notices
 - i. Grievance Procedures

SNRHA's Limited English Proficiency Plan is attached as an addendum to the policy.

Accommodations for Persons with Disabilities

SNRHA shall make reasonable accommodation to the known physical, emotional or mental limitations of a housing applicant and/or tenant with disabilities, unless the needed or requested accommodation would impose an undue financial and administrative burden upon the operation of the public housing program, would constitute a fundamental alteration in the nature of SNRHA's programs, or would violate a federal regulation or statute.

For purposes of this section, a person with a disability means any person who has a physical or mental impairment that substantially limits one or more life activities; or is regarded as having such impairment; or has a record of such an impairment.

For purposes of this section, SNRHA will make the following types of accommodations to persons with disabilities to facilitate the application process:

Permitting the submission of applications or certification forms via mail;

Permitting an authorized designee to participate in the application or certification process;

Providing alternative methods of communication requested by a qualified person with a disability e.g. assisted listening devices or a certified sign language interpreter to facilitate the application or certification process.



Accommodation Requests

Requests for reasonable accommodation from persons with disabilities will be granted upon verification that they meet the need presented by the disability and they do not create an "undue financial and administrative burden" for SNRHA, meaning an action requiring "significant difficulty and expense taking into account all funding sources available to SNRHA.

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

The nature and cost of the accommodation needed;

The overall financial resources of SNRHA and;

The complexity and difficulty of the administrative burden caused by the accommodation and the number of staff hours needed to complete it.

Verification of a Request for Accommodation

All requests for accommodation or modification of a unit will be verified with a reliable, knowledgeable, health care or other qualified professional unless the requestor file already provides said verification.

Requests for reasonable accommodation from persons with disabilities will be granted upon verification that:

- The individual is a qualified individual with a disability and;
- The accommodation is needed as a direct result of the disability.

Home Visits

When the family requests a home visit and the need for reasonable accommodation has been established by SNRHA, SNRHA will conduct home visits to residents to conduct annual and interim recertifications.

Requests for home visit recertifications must be received by SNRHA at least 10 calendar days before the scheduled appointment date in order for the request to be considered.

Other Accommodations

The Housing Authority utilizes organizations which provide assistance for hearing- and sight-impaired persons when needed.

Families will be offered an accessible unit, upon request by the family, when an



accessible unit is available.

SNRHA will refer families who have persons with disabilities to agencies in the community that offer services to persons with disabilities.

Language Translation

SNRHA will provide language interpreters to applicants and tenants whose primary language is other than English. SNRHA has bi-lingual staff members who can assist Spanish-speaking applicants and tenants; interpreters from the 8th Judicial District Court or other professional interpreting service may be used to interpret applications for applicants who speak all other languages (except English.) See Addendum 1 attached to this policy- Limited English Proficiency Policy

Literacy Assistance

SNRHA will provide readers to assist illiterate persons in completing the application and certification process.

I. TRANSLATION OF DOCUMENTS

The Housing Authority has bilingual staff to assist non-English speaking families in Spanish. SNRHA may translate documents into other languages with the assistance of the 8th Judicial District Court interpreter service and/or other local organizations.

J. PUBLIC HOUSING MANAGEMENT ASSESSMENT SYSTEM (PHAS) OBJECTIVES [24 CFR 901 & 902]

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

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

K. FAMILY OUTREACH

SNRHA will publicize and disseminate information to make known the availability of housing units and housing-related services for income qualified families on a regular basis using methods such as resident newsletters, on-site meetings, direct mailings, and public broadcasts using the local radio and television stations.



SNRHA will communicate the status of housing availability to other service providers in the community. SNRHA will advise them of housing eligibility factors and guidelines in order that they can make proper referrals for those who seek housing.

When SNRHA's waiting list is open, SNRHA will periodically publicize the availability and nature of housing assistance for income qualified families in a newspaper of general circulation, including local minority publications and other suitable means (see Chapter 4, Section A.)

Notices will be provided in English and Spanish and printed in the Spanish newspapers.

To reach persons who cannot read the newspapers; SNRHA may distribute fact sheets to the broadcast media and utilize public service announcements. However, the list of vendors below maybe altered without board approval based on results of outreach and other factors such as vendors no longer being available. The Director of Operations or their designee will make this determination.

L. Affirmative Marketing 24 CFR 960.103

1. SNRHA will conduct affirmative marketing as needed so the wait list includes a mix of applicants with races, ethnic backgrounds, ages and disabilities proportionate to the mix of those groups in the eligible population of the area. The marketing plan will take into consideration the number and distribution of vacant units, units that can be expected to become vacant because of move-outs, and characteristics of families on the wait list. SNRHA will review these factors regularly to determine the need for and scope of marketing efforts. All marketing efforts will include outreach to those least likely to apply. The method to be used for Affirmative Marketing is described in the **SNRHA's Policy on Affirmative Marketing** – Attached as an addendum to this policy.

M. PRIVACY RIGHTS

Applicants, residents and all adults in their households are required to sign the form HUD-9886, "Authorization for Release of Information and Privacy Act Notice, prior to admission and each annual re-examination. This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD will release family information.

SNRHA utilizes an additional Authorization for the Release of information for necessary data not covered in the HUD 9886.

SNRHA's policy regarding release of information is in accordance with State and local laws which may restrict the release of family information. Information considered confidential includes identity, address, social security number, medical reports, income statements and criminal history. Said information will not be released without the authorization of the client or court order unless the requestor is a local, state or federal



government agency.

Any and all information which would lead one to determine the nature and/or severity of a person's disability must be returned to the health care provider or shredded.

SNRHA's practices and procedures are designed to safeguard the privacy of applicants and tenants.

Files will never be left unattended or placed in common areas.

Criminal Background Check Information will be kept in a separate file with access only by persons authorized and destroyed with established timelines outlined in the Agreement with law enforcement agencies.

SNRHA staff will not discuss or access family information contained in files unless there is a business reason to do so. Admissions staff will be required to disclose whether s/he has relatives who have applied for Public Housing. All staff will be required to disclose whether s/he has relatives who are living in Public Housing. Inappropriate discussion of family information, or improper disclosure of family information by staff will result in disciplinary action.

N. POSTING OF REQUIRED INFORMATION

SNRHA will maintain bulletin boards in a conspicuous area of the central office and the individual site development offices. The bulletin boards will contain the following documents:

- Statement of policies and procedures governing Admission and Continued Occupancy Policy (ACOP) or a notice of where the policy is available

- Information on application taking

- Directory of SNRHA's housing sites including names, address of offices and office hours at each facility.

- Income limits for admission

- Current schedule of routine maintenance charges

- A copy of the lease

- SNRHA's grievance procedures

- A Fair Housing poster

- An Equal Opportunity in Employment poster

- Current resident notices

- Required public notices



- Security deposit charges
- Information on preferences
- Schedule of Flat Rents and Utility allowances (if applicable)
- One Strike information

In addition to the above list the Site developments will also display a notice of availability of the following documents upon request:

- Tenant selection policies (960.204)
- Income limits for admission
- Zero Tolerance policy (sexual harassment)
- Mission statement

O. TERMINOLOGY

The Southern Nevada Regional Housing Authority is referred to as "SNRHA" throughout this document.

"Family" is used interchangeably with "Applicant," "Resident" or "Participant" and can refer to a single-person family.

"Tenant" is used to refer to participants in terms of their relation as a lessee to SNRHA as the landlord.

"Landlord" refers to SNRHA.

"Disability" is used where "handicap" was formerly used.

"Noncitizens Rule" refers to the regulation effective June 19, 1995, restricting assistance to U.S. citizens and eligible immigrants.

See Glossary for other terminology.

¹ It is not required that all public and common areas be made accessible so long as persons with disabilities have full access to all the types of facilities and activities available to persons without disabilities. Thus, not all laundry facilities need to be accessible so long as there are sufficient accessible laundry facilities for use by persons with disabilities at each development that provides laundry facilities.



Ethics Policy

The State of Nevada and the Southern Nevada Regional Housing Authority (SNRHA) have established standards of conduct for their employees and/or Commissioner. These standards are designed to assure the utmost in public trust and confidence in the policies and practices of SNRHA. Because of its status as an independent public corporation, SNRHA recognizes its responsibility to conduct all business in a manner above reproach or censure. This Code of Ethics will describe in detail the standards by which staff is to be held accountable.

This Code recognizes and incorporates those selections of federal and state law which govern the conduct of public employees and/or Commissioner, and in no way supplants those provisions of law. In cases where no statutory precedent exists, the policy of SNRHA shall be applied, except that this policy shall in no way be taken to supersede the provision of any contracts, labor agreements, or other external agreements affecting the rights and privileges of employees and/or Commissioner.

The Standards of Conduct contained within the Code of Ethics shall be generally applied so as to avoid the appearance, or actual occurrence, of any favoritism or special treatment towards any applicant, resident, participant, vendor, or agent having business, or dealings of any kind, with SNRHA. No employee and/or Commissioner shall use, cause, or allow to be used, his or her position to secure any personal privileges for himself, herself, or others, or influence the activities, actions, or proceeds of SNRHA.

SNRHA, in establishing standards of conduct for its employees and commissioners, recognizes the importance of establishing standards of conduct for external vendors and suppliers of products and/or services to the Authority. While the Authority cannot mandate the internal conduct or policies of vendors, it nevertheless requires that vendors and suppliers adhere to certain basic principles in conducting business with SNRHA. Specifically, these principles include:

No direct or indirect personal inducement of SNRHA employees and/or Commissioners. This includes the giving of gifts, money, tickets or any items or service having a value of \$50.00 or more.

It is expected that vendors or suppliers of professional services to SNRHA will adhere to the Code of Ethics to which their particular profession subscribes.

Any vendor or supplier found in violation of SNRHA policy shall be barred from future business dealings with SNRHA. SNRHA reserves the right to have vendors and suppliers sign a statement of compliance with the standard of conduct of the Authority.

1.A. APPLICABILITY

The provisions contained herein shall apply to all employees and/or Commissioners of SNRHA. With respect to contracted professional services of SNRHA (legal, accounting, or otherwise), it is assumed that these professionals will abide by the professional ethics of their particular profession.



1.B. PURPOSE

This Code of Ethics establishes standard for employee and/or Commissioner conduct that will assure the highest level of public service. Recognizing that compliance with any ethical standards rests primarily on personal integrity, and also recognizing in general the integrity of employees and/or Commissioners, it nevertheless sets forth those acts or omissions of acts that could be deemed injurious to the general mission of SNRHA.

1.C. DEFINITIONS

“Agent” shall mean any employee and/or Commissioner of SNRHA (whether full or part time) acting in his or her official capacity as an agent of SNRHA.

“Claim” shall mean any demand, written or oral, made upon the Authority to fill an obligation arising from law or equity.

“Contract” shall mean any obligation to do something arising from an exchange of promises of consideration between persons, regardless of the particular form in which it is stated.

“Conventional” shall mean those housing programs operated by SNRHA, which are part of the “conventional public housing program.” This shall include but not be limited to such programs as public housing developments and management, the Capital Fund, or other grants specifically made in support of public housing.

“Employee” shall mean any person appointed or hired, whether full or part-time.

“Enrollee” shall mean any applicant, resident, or program participant in any program operated by SNRHA. Specifically, an “enrollee” shall be a person who expects to receive, or is receiving some form of assistance from SNRHA.

“Family” shall mean the spouse, father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, or a person living in a stable family relationship.

“Interest” shall mean a benefit or advantage of an economic or tangible nature that a person or a member of his or her family would gain or lose as a result of any decision, or action or omission to decide or act, on the part of SNRHA, its Board, or employees.

“Leasing program” shall mean those programs operated by SNRHA that are within the HUD-funded Section 8 tenant-based voucher program and Section 8 Community-Based Program. (Unless otherwise noted, the provisions contained herein shall apply equally to both the “Leasing” and the “Conventional” programs of SNRHA.

“Non-Federally Assisted” shall mean those programs operated by SNRHA outside the



conventional public housing and Section 8 leased housing programs.

“Person” shall mean any individual, corporation, partnership, business entity, association, or organization, and may include an SNRHA employee.

“Public Information” shall mean information obtainable pursuant to the Freedom of Information Act and any SNRHA guideline adopted pursuant thereto.

1.D. ETHICAL STANDARDS FOR EMPLOYEES AND/OR COMMISSIONERS

No employee and/or Commissioner of SNRHA shall have any employment, engage in any business or commercial transactions, engage in any professional activity, or incur any obligations in which directly or indirectly he or she would have an interest that would impair his or her independence of judgment or action in the performance of his or her official duties or that would be in conflict with the performance of his or her official duties.

No employee and/or Commissioner shall have or enter into any contract with any person who has or enters into a contract with SNRHA unless:

- A. The contract between the person and SNRHA is awarded pursuant to Competitive bidding procedures and/or purchasing policies as outlined in regulations promulgated by the U.S. Department of Housing and Urban Development (HUD), state law, and SNRHA Procurement Policy; or
- B. The Contract between the person and SNRHA is one in which SNRHA employee and/or Commissioner has no interest, has no duties or responsibilities, or if the contract with the person is one into which SNRHA employee and/or Commissioner entered prior to becoming an employee and/or Commissioner.
- C. Any second job, whether part-time or full-time must be reported in writing to the Human Resources Department and the head of the department for which the employee is working, prior to accepting outside work. HR shall determine if a conflict is imminent and notify the employee and the head of the employee’s department.

There shall be no preferential treatment given by an employee and/or Commissioner of SNRHA, acting in performance of his or her official duties to any person, agency or organization.

No SNRHA employee and/or Commissioner shall use or permit the use of SNRHA-owned vehicles, equipment, materials, or property for the convenience or profit of himself, or of any other person. However, this provision shall not apply in the case of usage for diminutive purposes, i.e. purposes which in and of themselves should not be counted as abuse of SNRHA property.

No SNRHA employee and/or Commissioner shall solicit any gift or consideration of any kind, nor shall any SNRHA employee accept or receive a gift having value in excess of \$50.00



regardless of the form of the gift, from any person who has an interest in any matter proposed or pending before SNRHA.

No SNRHA employee and/or Commissioner, acting individually, can bind SNRHA by any action or verbal representation, unless such employee and/or Commissioner, acting in his or her official capacity, has been specifically delegated the authority to so bind the agency.

No SNRHA employee and/or Commissioner shall disclose without proper authorization non-public information or records concerning any aspect of the operations of SNRHA, nor shall he or she use such information to the advantage or benefit of himself, herself, or any other person. This shall include records maintained on applicants, residents, participants, or enrollees of SNRHA for whom a properly executed release of information among government agencies or government regulations allowing the release of information among government agencies or agencies receiving government subsidy, shall be done following prescribed methods of requesting and transmitting such information, and shall be done with the full knowledge of the enrollee except in those cases where through such action of law the enrollee's knowledge is not required.

No SNRHA employee and/or Commissioner currently employed shall represent any person, other than himself, in business negotiations or procedures, to which SNRHA may be a party.

No former employee and/or Commissioner of SNRHA shall personally represent any person in a manner in which the former employee and/or Commissioner personally participated while employed by SNRHA for one year, if such representation would be averse to the interest of the Authority. This provision shall not, however, bar the timely filing by a current or former employee and/or Commissioner, of any claim, account, demand, or suit arising out of personal injury, property damage, or any benefit authorized or permitted by law.

No SNRHA employee shall have an interest in a contract between any person and SNRHA, except that this provision shall not apply if the contract was entered into prior to the employee's hire by SNRHA, the employee discloses his or her interest in the contract prior to the employment, and after becoming employed the employee has no power to authorize or approve payment under the contract, monitor performance or compliance under the contract, or audit bills or claims under the contract and the compensation of the employee will not be affected by the contract. This shall not preclude employees from participating as vendors under the Housing Choice Voucher Program. However, security measures will be put in place to ensure the employee vendors have no contact with their participants' files or any other records related to the Housing Assistance Payment (HAP) Contract or payments related to said contracts.

No SNRHA employee shall have any employment, engage in any business or commercial transaction, or engage in any professional activity in which, directly or indirectly, he or she would have an interest that would impair his or her independence of judgment or action in the performance of his or her duties with SNRHA or that would be in conflict with his or her duties at SNRHA.

No employee of SNRHA shall discuss, vote upon, decide or take part in (formally or informally) any matter before SNRHA in which he or she has a personal interest. Exceptions shall be made in the case of an employee whose interest in the matter is minimal



(e.g. an employee helping decide on a new telephone system owns 100 shares of stock in a telephone company), provided the employee shall fully and specifically describe his or her interest, in writing, and the underlying basis of it, whether it be ownership, investment, contract, claim; employment or family relationship, to his or her immediate supervisor prior to the employee's participation. If, in the opinion of the supervisor, there is any question as to whether the interest is minimal, the matter shall be referred to the Executive Director for a binding decision on the question.

No employee shall have the authority (stated, implied, or apparent) to obligate, or impose any legally binding obligations, contracts, or agreements upon SNRHA, without SNRHA's express permission and consent. Any matter decided on, contracted, adjudicated, or in any way acted upon by an employee, who does not disclose a personal interest either in the matter, or in any person or organization having an interest in the matter, may be rescinded and rejected by SNRHA. Such a matter may be referred to the Executive Director to render judgment and assess any penalties as necessary and appropriate.

If the Executive Director renders judgment that a matter was performed, a contract entered into, or any matter was conducted, decided or acted upon in a manner prohibited by the Code of Ethics, he/she may then propose, among other things, that the Board of Commissioners seek an injunction against the proscribed action.

1.E. ENFORCEMENT OF ETHICS STANDARDS

Matters covered here or related shall be enforced. Any violation of this policy may be cause for discipline up to and including termination.



Chapter 2

ELIGIBILITY FOR ADMISSION

[24 CFR 960.201]

INTRODUCTION

This chapter defines both HUD's and the SNRHA's criteria for admission and denial of admission to the program. The policy of the SNRHA is to strive for objectivity and consistency in applying these criteria to evaluate the qualifications of families who apply. SNRHA staff will review all information provided by the family carefully and without regard to factors other than those defined in this chapter. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by SNRHA pertaining to their eligibility.

The guidelines in this chapter shall be followed consistently so as not to discriminate against applicants on the basis of race, color, nationality, religion, gender, familial status, marital status, disability, gender identity, sexual orientation, or any other prohibited basis.

A. QUALIFICATION FOR ADMISSION

It is SNRHA's policy to admit qualified applicants only. An applicant is qualified if he or she meets the following criteria:

Is a family as defined; in HUD Regulations;

Heads a household where at least one member of the household is either a citizen or eligible immigrants.

Has an annual income at the time of admission that does not exceed the low-income limits for occupancy established by HUD and posted separately in SNRHA offices;

Note: The Quality Housing and Work Responsibility Act of 1998 authorizes PHAs to admit families whose income does not exceed the low-income limit (80% of median area income) once the PHA has met the annual 40% targeted income requirement of extremely low-income families (families whose income does not exceed 30% of median area income).

Provides a social security number, for each member of the household, as described in Chapter 7 of this policy



Meets or exceeds the tenant selection and suitability criteria as set forth in this policy including the standards for the criminal background check.

Timing for the Verification of Qualifying Factors

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

B. FAMILY COMPOSITION

Definition of Family

The applicant must qualify as a family. A family may be a single person or a group of persons. A group of persons is defined by SNRHA as two or more persons who intend to share residency whose income and resources are available to meet the family's needs, and will live together in SNRHA housing.

Discrimination on the basis of familial status is prohibited, and a group of persons may not be denied solely on the basis that they are not related by blood, marriage or operation of law. A household may be considered a family irrespective of actual or perceived gender identity, sexual orientation or marital status.

Elderly, disabled, and displaced families are defined by HUD in CFR 5.403.

The term "family" also includes, but is not limited to:

A family with or without children;

An elderly family;

A disabled family;

A displaced family;

The remaining member of a tenant family;

A single person who is not elderly, displaced, or a person with disabilities, or the remaining member of a tenant family;

Two or more elderly or disabled persons living together or one or more elderly or disabled persons living with one or more live-in aides;

Two or more near-elderly persons living together or one or more near-elderly persons living with one or more live-in aides.

The temporary absence of a child from the home due to placement in foster care shall not be considered in determining the family composition and family size.



For the purpose of the definition of a qualified family and admission of a single higher education student, the restrictions on assistance to students enrolled in an institution of higher education do not apply to public housing. (24 CFR 5.612)

Split Families – While on the Waiting List

In the case where an applicant family on the waiting list splits into two (2), or more, otherwise eligible families and the new families claim the public housing application, the Authority will take the following factors into consideration when making a determination as to which family should be entitled to the application:

- a) Which family unit retains the children. If there are no children, disabled or elderly status will be considered.
- b) Any court or legal determination, including the role of domestic violence in the split; and
- c) Recommendations of social service agencies or qualified professionals, such as protective services for children.

In the case where the households are equally qualified, the application will be retained by the individual who originally submitted the public housing application, e.g., listed as the head of household.

In the case of a deceased head of household, applicable factors noted above will be taken into consideration when making a determination as to which family member should be entitled to the application. Only another adult on the existing application may take over as head of household. If there are no other adults on the application, the Authority, may on a case by case basis, allow another adult to become the head of household if there are minor children and if the other adult can prove legal custody of the minor children.

Occupancy by Police Officers

In order to provide an increased sense of security for public housing residents, the SNRHA may allow public housing units to be occupied by police officers.

Police officers will not be required to be income eligible to qualify for admission to SNRHA's public housing program.

Head of Household

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

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

Persons who are married are legally recognized as adults under State law.



Spouse of Head of Household

Spouse means the husband or wife of the head of household. The spouse is equally responsible for the lease with the Head of Household.

For proper application of the Noncitizens Rule, the definition of spouse is: the marriage partners who, in order to dissolve the relationship, and would have to be divorced. It includes the partner in a common law marriage. The term "spouse" does not apply to boyfriends, girlfriends, significant others, or co-head of household.

Co-Head of Household

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

Live-In Attendants

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

Is determined by SNRHA to be essential to the care and well-being of an elderly person, a near-elderly person, or a person with disabilities;

Is not obligated for the support of the person(s); and

Would not be living in the unit except to provide care for the person(s).

Must be 18 years or older.

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

Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.

Live-in aides are not subject to Non-Citizen Rule requirements.

Live-in aides may not be considered as a remaining member of the tenant family.

Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.

Family members of a live-in aide may also reside in the unit, provided doing so does not increase the subsidy by the cost of an additional bedroom and that the presence of the family member(s) does not overcrowd the unit. The family will be eligible to increase the bedroom size by one bedroom to accommodate the live-in aide status.

The live-in aide may hold outside employment or attend school if there is evidence that appropriate alternative care will be provided to the near-elderly, elderly or disabled during these periods of time.



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

A specific live-in aide may only reside in the unit with the approval of SNRHA. SNRHA shall qualify the live-in aide subject to the agency's normal screening criteria, including a criminal background check and will require the live-in aide to execute a lease rider agreeing to abide by the terms and conditions of occupancy set forth in the lease agreement. If the live-in aide violates provisions of the lease rider, SNRHA may take action against the live-in aide separate from action against the assisted family. The live in aide must also certify to have the necessary skills to meet the needs of the individual requesting the reasonable accommodation.

If the live-in aide or their family members participate in drug-related or criminal activities, the SNRHA will rescind the aide's right to occupy the unit. When the agency takes such action against the live-in aide, the aide is not entitled to the grievance hearing process of the agency.

Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or caseworker. The verification provider must certify that a live- in aide is needed for the care of the family member who is elderly, near-elderly (50-61) or disabled.

Verification of the need for a live-in aide must include the hours the care will be provided.

The SNRHA has the right to disapprove a request for a live-in aide based on the "Other Eligibility Criteria" described in this chapter.

C. MANDATORY SOCIAL SECURITY NUMBERS

In accordance with 24 CFR 5.216, applicants and participants (including each member of the household and including, live-in-aides, foster children, and foster adults) are required to disclose his/her SSA-assigned SSN, with the exception of the following individuals:

- a. Those individuals who do not contend to have eligible immigration status (individuals who may be unlawfully present in the United States and have not been assigned an SSN. These individuals in most instances would not be eligible for a SSN.
 - i. A family that consists of a single household member (including a pregnant individual) who does not have eligible U.S. citizenship or eligible immigration status is not eligible for housing assistance and cannot be housed.
 - ii. A family that consists of two or more household members and at least one household member has eligible U.S. citizenship or eligible immigration status is classified as a mixed family, and is eligible for prorated assistance in accordance with 24 CFR5.520. The PHA may not deny assistance to mixed families due to nondisclosure of an SSN by an individual who does not contend to have eligible immigration status.

Note: Financial assistance may only be provided to individuals with eligible immigration



Status in accordance with 42 USC 1436a, which is generally evidenced by the individual providing his/her Green Card (Form I-551-U.S. Permanent Residence Card) or other documentation approved by the Department of Homeland Security for noncitizens with refugee or asylee status.

- b. Existing program participants, who as of January 31, 2010 were 62 years of age or older (born on or before January 31, 1948). This exemption continues even if the individual moves to a new public housing assisted unit.

Disclosure of SSNs is considered information subject to the Federal Privacy Act (5 USC 552a, as amended). In accordance with 24 CFR 5.212, the collection, maintenance, use and dissemination of SSNs, any information derived from SSNs and income information must be conducted, to the extent applicable, in compliance with that Act and all other provisions of Federal, State, and local laws.

An individual who previously declared to have eligible immigration or eligible citizenship status may not change his/her declaration to no longer contend to have eligible immigration status to avoid compliance with SSN disclosure and documentation requirements or penalties associated with noncompliance of these requirements.

Note: There are no provisions under HUD regulations which prohibit a mixed family from executing a lease or other legally binding contract. A mixed family includes individuals that have both eligible and ineligible aliens so long as at least one household member is eligible

D. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS (24 CFR, Subpart B)

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

1. A noncitizen who has been lawfully admitted to the U.S. for permanent residence, as defined by Section 101(a)(20) of the Immigration and Nationality Act (INA) as an immigrant, as defined by Section 101(a)(15) of the INA (8 U.S.C. 1101(a)(20) and 2101(a)(15) (immigrants), respectively. This category includes a noncitizen who has been admitted under Section 210 or 210A of the INA (8 U.S.C. 1160 or 1161) (special agricultural worker), and who has been granted lawful temporary resident status;
2. A noncitizen who entered the U.S. before January 1, 1972, or such later date as enacted by law, and who has continuously maintained residence in the U.S. since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under Section 249 of the INA (8 U.S.C. 1259);
3. A noncitizen who is lawfully present in the U.S. pursuant to an admission under Section 207 of the INA (8 U.S.C. 1157) (refugee status), pursuant to the granting of asylum (which has not been terminated) under Section 208 of the INA (8 U.S.C.



1158) (asylum status), or as a result of being granted conditional entry under Section 203(a)(7) of the INA (U.S.C. 1153(a)(7) before April 1, 1980, because of persecution or fear of persecution on account of race, religion, or political opinion or because of being uprooted by catastrophic national calamity;

4. A noncitizen who is lawfully present in the U.S. as a result of an exercise of discretion by the Attorney General for emergent reasons or for reasons deemed strictly in the public interest under Section 2112(d)(5) of the INA (8 U.S.C. 1182(d)(5))(parole status);
5. A noncitizen who is lawfully present in the U.S. as a result of the Attorney General's withholding deportation under Section 243(h) of the INA (8 U.S.C. 1253(h)) (threat to life or freedom);
6. A noncitizen lawfully admitted for temporary or permanent residence under Section 245A of the INA (8 U.S.C. 1225a) (amnesty granted under INA 245A).

For the citizenship/eligible immigration requirement, the status of each member of the family is considered individually before the family's status is defined.

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

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

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

The SNRHA will establish and verify eligibility no later than the date of the family's annual reexamination following October 21, 1998.

No individual or family applying for financial assistance may receive such financial assistance prior to the affirmative establishment and verification of eligibility of at least one individual or family member.

Individuals who are citizens of the United States may certify to their status on the required HUD form (Form 214).



E. OTHER ELIGIBILITY CRITERIA

All applicants will be processed in accordance with HUD's regulations (24 CFR Part 960) and sound management practices. Applicants will be required to demonstrate ability to comply with essential provisions of the lease as summarized below.

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

- to pay rent and other charges as required by the lease in a timely manner;
- to care for and avoid damaging the unit and common areas;
- to use facilities, appliances and equipment in a reasonable way;
- to create no health or safety hazards, and to report maintenance needs in a timely manner;
- not to interfere with the rights and peaceful enjoyment of others and to avoid damaging the property of others;
- not to engage in criminal activity or alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents or staff and not to engage in drug-related criminal activity on or off the SNRHA premises;
- *not to have ever* been convicted of manufacturing or producing methamphetamine (also known as "speed") on an assisted housing site;
- not subject to a lifetime sex offender registration requirement under a State sex offender registration program;
- to comply with necessary and reasonable rules and program requirements of HUD and the SNRHA; and,
- to comply with local health and safety codes.

The SNRHA must reject applicants for a period of three years from the date of eviction if any household member has been evicted from any federally assisted housing for drug-related criminal activity. 24 CFR 204 (a).

F. SCREENING FOR "ONE STRIKE"

All federally-assisted housing is intended to provide a place to live and raise families, not a place to commit crime, to use or sell drugs or terrorize neighbors. It is the intention of the SNRHA to fully endorse the One Strike policy that is designed to:

Help create and maintain a safe and drug-free community;

Keep our program participants free from threats to their personal and family safety;



Help maintain an environment where children can live safely, learn and grow up to be productive citizens; and

Assist families in their vocational/educational goals in the pursuit of self-sufficiency.

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

If in the past a lease termination was initiated, which may or may not have resulted in eviction for any reason cited under the One Strike Notice, for a family, as a prior resident of public housing, the SNRHA shall have the discretion to consider all circumstances of the case regarding the extent of participation by non-involved family members.

All screening procedures shall be administered fairly and in such a way as not to discriminate on the basis of race, color, nationality, religion, sex, familial status, disability, marital status, gender identity, sexual orientation or against other legally protected groups, and not to violate right to privacy.

To the maximum extent possible, the SNRHA will involve other community and governmental entities in the promotion and enforcement of this policy. The SNRHA will utilize the national repository maintained by HUD as a tool to verify adverse information of former participants who have voluntarily or involuntarily terminated participation in any rental assistance program.

This policy will be made available to applicants and tenants upon request.

Definitions

Criminal activity includes any criminal activity that threatens the health, safety or right to peaceful enjoyment of the resident's public housing premises by other residents or employees of the SNRHA.

Drug-related criminal activity is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)). Drug-related criminal activity means *on or off the premises, not just on or near the premises*.

Engaged in or engaging in or recent history of drug related criminal activity means any act within the past 12 months by applicants or participants, household members, or guests that involved drug-related criminal activity including, without limitation, drug-related criminal activity, possession and/or use of narcotic paraphernalia, which did result in the conviction of the applicant or participant, household members, or guests.

Engaged in or engaging in or recent history of criminal activity means any act within the past 12 months by applicants or participants, household members, or guests that involved criminal activity that would threaten the health, safety or right to peaceful enjoyment of the public housing premises by other residents or employees of the SNRHA, which did result in conviction of the applicant or participant, household members, or guests.

Other criminal activity means a history of criminal activity involving crimes of actual or threatened violence to persons or property, or a history of other criminal acts, conduct or



behavior which would adversely affect the health, safety, or welfare of other residents.

For the purposes of this policy, this is construed to mean that a member of the current family has been convicted for any criminal or drug-related criminal activity within the past 5 years.

Violent criminal activity means 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, and the activity is being engaged in by any family member.

G. SCREENING FOR SUITABILITY [24 CFR 960.204, 960.205]

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

The SNRHA will conduct a detailed interview of all applicants. The interview form will contain questions designed to evaluate the qualifications of applicants to meet the essential requirements of tenancy. Answers will be subject to third party verification.

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

Applicants must be able to demonstrate the ability and willingness to comply with the terms of the lease, either all or with assistance which they can demonstrate that they have or will have at the time of admission (24 CFR 8.2 Definition: Qualified Individual with Handicaps). The availability of assistance is subject to verification by the SNRHA.

The SNRHA does not permit a parent or legal guardian to co-sign the lease on the applicant's behalf if the head of household is under 18.

As a part of the final eligibility determination, the SNRHA will screen adult applicant household members to assess their suitability as renters. Factors to be considered are housekeeping habits, prior history as a tenant, criminal records and the ability of the applicant to maintain the responsibilities of tenancy.

The SNRHA will complete a credit check and rental history check for all adult members of applicants household.

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

Factors to be considered in the screening are housekeeping habits, rent paying habits, prior history as a tenant, criminal records, the ability of the applicant to maintain the responsibilities of tenancy, and whether the conduct of the applicant in present or prior



housing has been such that admission to the program would adversely affect the health, safety or welfare of other residents, or the physical environment, or the financial stability of the community.

The SNRHA's examination of relevant information pertaining to past and current habits or practices will include, but is not limited to, an assessment of:

The applicant's past performance in meeting financial obligations especially rent.

Eviction or a record of disturbance of neighbors sufficient to warrant a police call, destruction of property, or living or housekeeping habits at present or prior residences which may adversely affect the health, safety, or welfare of other tenants or neighbors.

Any history of criminal activity on the part of any applicant family member, including but not limited to drug-related criminal activity.

Any history or evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy by neighbors.

Any history of initiating threats or behaving in a manner indicating intent to assault employees or other tenants.

Any history of alcohol or substance abuse that would threaten the health, welfare, or right to peaceful enjoyment of the premises by other residents.

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

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

Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare. [24CFR 960.205(b)]

Adversely affect the physical environment or financial stability of the community. [24CFR 960.205(b)]

Violate the terms and conditions of the lease. [24CFR 8.3].

Require services from SNRHA staff that would alter the fundamental nature of the SNRHA's program. [24 CFR 8.3]

Rent Paying Habits

The SNRHA will examine any Housing Authority records from a prior tenancy, and will request written references from the applicant's current landlord and may request written



references from former landlords for up to the past five years.

Based upon these verifications, the SNRHA will determine if the applicant was chronically late with rent payments, was evicted at any time during the past five years for nonpayment of rent, or had other legal action initiated against him/her for debts owed.

SNRHA will undertake a balancing test that will consider: (1) amount of former rent; (2) loss of employment; (3) death or divorce from primary support; (4) illness or other circumstances beyond their control. Any of these circumstances could be grounds for an ineligibility determination, depending on the amount of control the applicant had over the situation.

Applicants will not be considered to have a poor credit history if they were late paying rent because they were withholding rent due to substandard housing conditions in a manner consistent with a local ordinance; or had a poor rent paying history clearly related to an excessive rent relative to their income (using 50% of their gross income as a guide,) and responsible efforts were made by the family to resolve the nonpayment problem.

The lack of credit history will not disqualify a family, but a poor credit history may, with the exceptions noted above.

Where past rent paying ability cannot be documented, the SNRHA will check with the utility companies supplying power and gas to determine whether the family has been current and timely on their payments.

Screening Applicants Who Claim Mitigating Circumstances

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

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

If the mitigating circumstances claimed by the applicant relate to a change in disability, medical condition or course of treatment, the SNRHA shall have the right to refer such information to persons who are qualified and knowledgeable to evaluate the evidence and to verify the mitigating circumstance. The SNRHA shall also have the right to request further information reasonably needed to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.



Examples of Mitigating Circumstances

Evidence of successful rehabilitation;

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

Evidence of successful and sustained modification of previous disqualifying behavior.

Consideration of mitigating circumstances does not guarantee that the applicant will qualify for admission. The SNRHA will consider such circumstances in light of:

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

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

Qualified and Unqualified Applicants

Information which has been verified by the SNRHA will be analyzed and a determination will be made with respect to:

The eligibility of the applicant as a *family*;

The eligibility of the applicant with respect to income limits for admission;

The eligibility of the applicant with respect to citizenship or eligible immigration *status*;

Any local preference to which the family is entitled.

Assistance to a family may not be delayed, denied or terminated on the basis of the family's ineligible immigration status unless and until the family completes all the verification and appeals processes to which they are entitled under both INS and SNRHA procedures, except for a pending SNRHA hearing.

Applicants who are determined to be unqualified for admission will be promptly notified by a Notice of Denial of Admission stating the reason for the denial. The SNRHA shall provide applicants an opportunity for an informal hearing (See Grievance Procedure)

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

When the SNRHA makes a preliminary determination that a family is eligible, SNRHA will notify the family of the determination. However, the availability of a suitable unit to offer a



family is contingent upon factors not directly controlled by the SNRHA, such as turnover rates, and market demands as they affect bedroom sizes and community location.

Denial of Admission for Debts to This or Any Other PHA

Any debts owed to SNRHA or any Public Housing Authority (PHA), Public Housing, Section 8 (including Section 8 community-based) or any other housing program, must be paid in full prior to final determination of eligibility. Failure to make payment in full within 14 calendar days of the date of notice of the debt will result in denial of assistance. Applicant can be granted an extension for full payment up to 14 days by the Eligibility Manager or designee.

Documenting Findings

An authorized representative of the SNRHA shall document any pertinent information received relative to the following:

Criminal Activity - Includes the activities listed in the definition of criminal activity in this chapter.

Pattern of Violent Behavior - Includes evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy of neighbors. Violent criminal activity will be considered any activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and the activity was/is being engaged in by any household member, as defined by HUD.

Pattern of Drug Use - Includes a determination by the SNRHA that the applicant has exhibited a pattern of illegal use of a controlled substance which might interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

Drug Related Criminal Activity - Includes a determination by SNRHA that the applicant has been involved in the illegal manufacture, sale, distribution, use or possession of a controlled substance as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802).

Pattern of Alcohol Abuse - Includes a determination by the SNRHA that the applicant's pattern of alcohol abuse might interfere with the health, safety or right to peaceful enjoyment of the premises by other residents (see One Strike chapter.)

Initiating Threats - Behaving in a manner indicating intent to assault employees or other tenants.

Abandonment of a Unit - without advising SNRHA officials so that staff may secure the unit and protect its property from vandalism.

Non-Payment of Rightful Obligations - Includes rent and/or utilities and other charges owed to the SNRHA (or any other PHA).



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

Record of Serious Disturbances of Neighbors, Destruction of Property or Other Disruptive or Dangerous Behavior - Consists of patterns of behavior which endanger the life, safety, or welfare of other persons by physical violence, gross negligence or irresponsibility; which damage the equipment or premises in which the applicant resides, or which are seriously disturbing to neighbors or disrupt sound family and community life, indicating the applicant's inability to adapt to living in a multi-family setting. Includes judicial termination of tenancy in previous housing on the grounds of nuisance or objectionable conduct, or frequent loud parties, which have resulted in serious disturbances of neighbors.

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

Destruction of Property - to any previous property that the family has resided in.

Whether Applicant Is Capable of Maintaining the Responsibilities of Tenancy - In the case of applicants for admission, the person's present living arrangements and a statement obtained from applicant's physician, social worker, or other health professional will be among factors considered in making this determination. The availability of a live-in attendant will be considered in making this determination.

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

H. DENIAL OF ADMISSION

The SNRHA may deny assistance to an applicant for any and all of the reasons listed below:

1. Action/Inaction by the Applicant

The SNRHA shall deny assistance to an applicant who: Refuses to

enter into a public housing lease agreement;

Fail to provide social security number on authorized document such as a valid



social security cards; pension document; or social security awards letter.

Refuses to cooperate with SNRHA during the initial certification process;

Has been evicted from a federally subsidized housing program for a period of five (5) years or owes a debt to a public housing program or other assisted housing property;

Has made fraudulent representations on his/her public housing application; Has engaged in or threatened abusive or violent behavior toward SNRHA personnel;

Credit history checks or landlord inquiries received with any listed judgments or evictions (with the exception of certain mitigating circumstances).

Fails to establish citizenship or eligible immigration status.

Has a record of disturbance of neighbors, destruction of property or other living or housekeeping habits at prior residences, which adversely affected the health, safety or welfare of other residents.

Mitigating Circumstances: In deciding whether to deny assistance because of an applicant's actions or failure to act, SNRHA has discretion to consider all of the circumstances in each case, including the seriousness of the action or failure the time elapsed since the action or failure to act (unless specified elsewhere in this ACOP) and the extent of the applicant's culpability. SNRHA will also consider good cause reasons for missing appointments or failing to provide requested information. Said reasons include verifiable hospitalization or travel.

The SNRHA has no discretion when denying assistance to an applicant who has failed to establish citizenship or eligible immigration status.

2. Criminal Conduct of an Applicant or Member of the Applicant's Household

SNRHA will consult local and federal law enforcement databases to determine whether an applicant or household member, 18 years of age or older, has a criminal record. For purposes of this section, criminal record includes convictions.

SNRHA may deny assistance to an applicant if the preponderance (i.e. majority) of verifiable evidence (i.e., Scope/NCIC criminal records, police reports, reports from parole/probation officers or landlord references) indicates that an applicant and/or household members have engaged in drug-related or violent criminal activity that otherwise adversely affects the health, safety or welfare of the public.

Persons who are currently on parole/probation are barred from the program for the same period of time for the crime for which the parole/probation was issued. (i.e. burglary, person would be barred for a three-year period)

Applicants and/or household members whose records reflect criminal convictions or



documented controlled substance or alcohol addiction shall be evaluated in accordance with the standards below:

a. **Convictions for Possession and/or Use of Controlled Substance** - Applicants and/or household members who have been convicted of possession of a controlled substance that was due to the applicant and/or household members' addiction rather than sale or distribution, may be eligible for admission to the public housing program, if the applicant and/or household member submits verifiable documentation evidencing completion or on-going participation in a certified drug rehabilitation program, and the conviction did not occur within the year immediately preceding the date of admission of the applicant into the public housing program.

b. **Termination of Assistance Due to Alcohol Abuse** - The SNRHA may deny assistance to an applicant when, through verifiable evidence, SNRHA determines that:

The applicant and/or household member has a pattern of abuse of alcohol;
and

The abuse interferes with the health, safety or right to peaceful enjoyment of the community surrounding their current residence.

Mitigating Circumstances. The SNRHA may elect not to deny assistance to an applicant due to alcohol abuse, if the applicant produces verifiable evidence that:

He/she or his/her household member has successfully completed an alcohol rehabilitation program; or

He/she or his/her household member is currently enrolled in and is regularly attending an alcohol rehabilitation program.

c. **Other Convictions** - Applicants and/or members of their household who have criminal convictions, for offenses other than those referenced in paragraphs 2a and 2b above, shall be barred from admission for the time periods listed below.

SEX OFFENDERS

a. PERMANENT BAN

Sex Offenders Subject to Lifetime Registration – The following Applicants and/or any member of the applicants' household (collectively referred to as "Applicants" will be Prohibited from participation in any SNRHA housing program (24 CFR 5.856,960.204(a)(4),982.553(a)(2):

1. Applicants who have been convicted of a crime for which the person is subject to a lifetime sex offender registration requirement in Nevada; and



2. Applicants who have been convicted of a crime for which the person is subject to a lifetime sex offender registration requirement by **ANY** state convicting the person.

Applicants commit fraud by: (1) failing to disclose to SNRHA that the Applicants are subject to a sex offender registration requirement, or (2) misleading SNRHA in any way regarding the Applicants' status relating to a sex offender registration requirement.

Applicants convicted of the manufacture or production of methamphetamines on any federally assisted property. 24 CFR 960.204(3)

b. TEN YEAR ADMISSION BAR PERIOD

Persons with convictions of one of the following offenses will be barred from admission to and continued occupancy in the public housing program for a period of 10 years.

Murder or attempted murder

Rape (not resulting in offender being a registered as a sex offender)

Child Molestation (not resulting in offender being registered as a sex offender)

Kidnapping, attempted kidnapping

Sexual assault, attempted sexual assault

Child pornography

c. FIVE YEAR ADMISSION BAR PERIOD

Persons with convictions of one of the following offenses will be barred from admission to and continued occupancy in the public housing program for a period of five years.

If any household member is currently engaged in, or has engaged in any of the following criminal activities, within the past five years, the family will be denied assistance (Five Years from the date of conviction):

Persons convicted of Drug-Related criminal activity, defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sale, distribute or use the drug (24CFR 5.100), including:

Trafficking in controlled substances; and

Sale of controlled substances

Exception: Applicants, including incoming families under portability and/or household members, who have been convicted of possession of a controlled substance that was due to the applicant and/or household member's addiction rather than sale or distribution, "may" be eligible for admission to the SNRHA program, if the applicant and/or household members submits verifiable documentation evidencing completion



or on-going participation in a certified drug rehabilitation program, and the conviction did not occur within the year immediately preceding the date of admission of the applicant into the SNRHA program AND there has been no other offenses that would bar admission for 2 years or more.

(Five year from the date of conviction): Persons convicted of Violent Criminal activities, defined by HUD as 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 reasonable likely to cause, serious bodily injury or property damage including:

- Driving under the influence causing personal injury
- Voluntary manslaughter
- Involuntary manslaughter
- Robbery
- Attempted robbery with a deadly weapon
- Mayhem or attempted mayhem
- Battery with substantial bodily harm (with a deadly weapon)
- Trafficking of controlled substance
- Sale of controlled substance
- Felony Hit and Run
- DUI 3rd Offense
- Grand Larceny
- Arson, attempted arson
- Illegal Mfg of Controlled Substance
- Assault with a deadly weapon
- Prohibited Person in Possession of a Firearm (2nd offense or more)
- Possession of controlled substance with intent to sell

If convicted of a sexual crime in any court of law and subject to any sex offender registration requirement admission and/or continued occupancy shall be permanently barred.

Criminal activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or Criminal activity that may threaten the health or safety of property owners and management staff, and persons performing contract administration functions or other responsibilities on behalf of SNRHA (including a SNRHA employee or a SNRHA contractor, subcontractor, or agent).



Immediate vicinity means within a three-block radius of the premises. Evidence of such criminal activity includes, but is not limited to:

Any conviction for drug-related or violent criminal activity within the past 5 years

Any record of eviction from public or privately-owned housing as a result of criminal activity within the past 5 years.

Previously Assisted Families –Five Year Bar

If the family's assistance was terminated for the following reasons the family will be denied assistance for five years:

Any family member has been evicted from federally assisted housing within the last five years.

Any PHA has ever terminated assistance under the program for any member of the family for violation of family obligations.

Any family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program within the last five years.

A family member has engaged in or threatened violent or abusive behavior toward SNRHA personnel within the last five years.

Abusive or violent behavior towards SNRHA personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate shall be considered abusive or violent behavior. Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

In making its decision to deny assistance for all the above noted time-fames, the SNRHA will consider factors discussed in Section 12-II-B. Upon consideration of such factors, the SNRHA may, on a case-by-case basis, decided to reduce the period of ineligibility.

d. THREE YEAR ADMISSION BAR PERIOD

Persons with convictions of one of the following offenses will be barred from admission to and continued occupancy in the public housing program for a period of three (3) years:

Assault or Battery

Prostitution (third and further offenses)

Domestic Violence (third and further offense)

Abuse and neglect of children (2nd offense)

Open and gross lewdness (2nd offense) - if a registered sex offender, the three year bar does not apply. Registered Sex offenders are forever barred.

Abuse and exploitation of older persons

Harassment and stalking (2nd offense)

Discharging a firearm out of a motor vehicle



Home Invasion

Burglary

e. TWO YEAR PROHIBITION

Any family allowing an ineligible person (relating to citizenship) living in the assisted unit without informing the SNRHA must be terminated for 24 months.

Possession of controlled substance

Any other criminal activity which, if repeated after admission, may threaten the health, safety, or right to peaceful enjoyment of the premises of other residents, neighbors, or persons living in the immediate vicinity.

Other criminal activity which, if repeated after admission, may threaten the health or safety of the property's owner, property management staff, SNRHA staff, or other individuals working in the immediate vicinity

f. ONE YEAR ADMISSION BAR PERIOD

Gross Misdemeanor Convictions

Persons with gross misdemeanor convictions for the offenses listed below shall be barred from program admission for a period of one (1) year from the date of completion of sentence, and must demonstrate an absence of criminal activity for a minimum period of one year preceding the date of the application for admission.

Gross Misdemeanor Convictions

Persons with gross misdemeanor convictions for the offense listed below shall be barred for the program admissions and continued occupancy for a period on one (1) year from the date of the conviction and must demonstrate an absence of criminal activity for a minimum period of one (1) year preceding the date of the application or port in date:

Open or gross lewdness (1st offense)

Aiming firearm at a human being

Discharging a weapon where a person might be endangered

Discharging a firearm in or upon a public street

Carrying a concealed weapon

Prohibited Person in Possession of a Firearm -1st Offense

Misdemeanor Convictions

Persons with misdemeanor convictions, for the offenses listed below, shall be barred from program admission and continued occupancy in public housing program for a period of one (1) year.

Prostitution (first and second offense)



Battery
Domestic violence (first and second offense)
Disorderly house
Possession of drugs not to be introduced into interstate commerce
Abuse and neglect of children (first offense, if no physical injury resulted to child)
Harassment/stalking
Trespassing
DUI – 1st or 2nd offense Violation
of a protective order Resist a police
officer

Probation and Parole

Persons who are currently on parole/probation are barred from the program for the same period of time for the crime for which the parole/probation was issued. (i.e. burglary, person would be barred for a three-year period)

Other Criminal Convictions

Applicants, incoming clients under portability and/or members of their household who have criminal convictions, for offenses other than those referenced above, shall be barred from admission for the time periods listed and must demonstrate that they have not incurred any new convictions for a minimum period of one (1) year from the completion of their sentence.

For purpose of this section, the “completion of sentence” shall mean the date of discharge from parole and/or probation or, in the case of a sentence that did not impose parole or probation, the date of release from prison/jail or the date of completion of court-ordered community service and/or final payment of court-ordered fines/restitution.

Persons with pending charges are barred from admission until the pending charges have been satisfied or dismissed by the issuing legal jurisdiction. Applicants must provide documentation within 30 days of notification to prevent denial of assistance.

Persons with outstanding warrants are barred from the program for the same period of time for the crime for which the warrant was issued. (i.e. burglary, person would be barred for a three-year period.)

DENIAL FOR ACTION/INACTION BY THE APPLICANT

The SNRHA **will not** deny assistance to an otherwise eligible family because the family previously failed to meet its obligations under the Family Self-Sufficiency (FSS) or the Welfare to Work Voucher Program.



The SNRHA **will** deny assistance to an applicant family if:

The family does not provide information that the SNRHA or HUD determines is necessary in determining program eligibility.

The family does not provide complete and true information to the SNRHA.

If any family member has been evicted from federally assisted housing in the last five years.

Fails to meet eligibility requirements concerning individuals enrolled at an institution of higher education as noted in 24 CFR 5.612

Has made fraudulent misrepresentation on his/her application for assistance.

The family failed to disclose and verify social security numbers and submit and sign consent forms for obtaining information.

Fails to establish citizenship or eligible immigration status for at least one family member.

The family failed to keep scheduled eligibility appointments with SNRHA staff

A family member engages in or threatens violent or abusive behavior toward SNRHA personnel.

Abusive or violent behavior towards SNRHA personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

The family owes past due rent or other past due amounts, including in connection with a repayment agreement that are not current, to any PHA in connection with the HCV, Certificate, Project-based HCV Moderate Rehabilitation or public housing programs, unless the family repays the full amount of the debt no later than 14 days from the initial eligibility interview.

Refuses to cooperate with SNRHA during the initial certification process or with portability procedures



I. USE OF FBI AND LAW ENFORCEMENT RECORDS

The SNRHA will check criminal history for all applicants and tenants who are 18 years or older to determine whether any member of the family has engaged in violent or drug-related criminal activity.

Verification of any past activity will be done prior to final eligibility for admission and periodically as determined by SNRHA.

The SNRHA obtained a unique Originating Agency Identifier (ORI) number from the Federal Bureau of Investigation (FBI) in order to maximize its efforts in obtaining applicant criminal record history.

The SNRHA will do a name check only through its local law enforcement or screening agency to access limited information from the NCIC.

The SNRHA acknowledges that a name check only may result in an inconclusive result without a positive fingerprint comparison. The results of an inconclusive name check will not be used to deny an applicant admission to housing.

If the channeling agency indicates to the SNRHA that there is a criminal history record indexed in the Interstate Identification Index which might belong to the applicant, the SNRHA must proceed to the FBI through the appropriate channel in order to verify whether the criminal record is in fact the applicant's. Should the applicant instead elect to withdraw their application, no further action will be necessary.

The SNRHA will request an FBI report on applicants who the local law enforcement or screening agency has indicated crimes may have been committed outside SNRHA jurisdiction. The SNRHA acknowledges that FBI reports may result in an inconclusive result requiring further documentation. The results of an inconclusive FBI report will not be used to deny an applicant admission to housing, but will require the applicant to provide further information and/or documentation.

J. CONFIDENTIALITY OF CRIMINAL RECORDS

The SNRHA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

All criminal reports will be housed in a locked file with access restricted to individuals responsible for such screening.

Misuse of the above information by any employee will be grounds for termination of employment. Penalties for misuse are contained in Personnel Policies.

If the family is determined eligible for initial or continued assistance, the SNRHA's copy of the criminal report shall be shredded within 30 days as soon as the information is no-longer needed for eligibility or continued assistance determination. Approvals of FBI screenings shall be good for 12 months from the date of the approval.

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



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

Disclosure of Criminal Records to Family

In the event SNRHA takes any adverse action based on a criminal conviction record, the applicant will be provided with a copy of the criminal record and an opportunity to dispute the record. Applicants will be provided an opportunity to dispute the record at an informal hearing. Tenants may contest such records at the court hearing in the case of evictions.

K. PROHIBITION AGAINST DENIAL OF ASSISTANCE/TERMINATION OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT AND STALKING [Pub.L. 109-162]

The Violence Against Women Reauthorization Act of 2013 (VAWA) prohibits denial of admission to an otherwise qualified applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking regardless of sex, gender identity or sexual orientation and which must be applied consistent with all nondiscrimination and fair housing requirements. Specifically, Section 607(2) of VAWA adds the following provision to Section 6 of the U.S. Housing Act of 1937, which lists contract provisions and requirements for the public housing program:

Every contract for contribution shall provide that...the public housing agency shall not deny admission to the community to any applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking if the applicant otherwise qualifies for assistance or admission, and that nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault or stalking.

VAWA protections cover tenants and applicants. VAWA protections are not limited to women. Victims of domestic violence, dating violence, sexual assault or stalking are eligible for protections without regard to sex, gender identity, or sexual orientation. Victims cannot be discriminated against on the basis of any protected characteristics, including race, color, national origin, religion, sex, familial status, disability and age.

Definitions

As used in VAWA:

- The term *domestic violence* includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitates with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
- The term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim,



as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

- Sexual assault means any nonconsensual sexual act prescribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.
- The term *dating violence* means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - The length of the relationship
 - The type of relationship
 - The frequency of interaction between the persons involved in the relationship
- Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
 - Fear for the person's individual safety or
 - The safety of others or
 - Suffer substantial emotional distress.
- Actual and imminent threat refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include:
 - The duration of the risk
 - The nature and severity of the potential harm
 - The likelihood that the potential harm will occur
 - The length of time before the potential harm would occur
- Affiliated individual, with respect to an individual, means a spouse, parent, brother, sister or child of the individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody or control of that individual); or any individual, tenant or lawful occupant living in the household of that individual.
- Bifurcate means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD-covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy or the remaining tenants and lawful occupants.

Covered housing provider refers to the individual or entity under a covered housing program, and as defined by each program in its regulations, that has responsibility for the administration and/or oversight of VAWA protections and includes PHA's, sponsors, owners, mortgagors, managers, State and local governments or agencies thereof, nonprofit



or for-profit organizations or entities.

Who is Ineligible?

Guests, unassisted members, and live-in aides of the family are ineligible for VAWA protections that are available only to tenants.

As a reasonable accommodation, a tenant can request VAWA protections based on the grounds that the live-in aid is a victim of domestic violence, dating violence, sexual assault or stalking. In addition, other reasonable accommodations may be needed on a case-by-case basis.

In cases where a guest or unassisted member is a victim of domestic violence, dating violence, sexual assault or stalking, a tenant cannot be evicted or have assistance terminated on the basis of the domestic violence, dating violence, sexual assault or stalking of the guest or unassisted member.

Unassisted members who are also on the lease may qualify by way of the lease for VAWA protections at 24 CFR 5.2005(c).

Who is Eligible to Receive VAWA Protections?

VAWA protections cover tenants and assisted families, as defined under applicable program regulations. VAWA protections also cover applicants when they are applying for admission to a covered housing program. SNRHA may find instances of domestic violence, dating violence, sexual assault, or stalking against youth (those under the age of 18 years old) living in an assisted household for which the family may need to exercise VAWA protections to protect the youth victim. SNRHA will exercise the same documentation and confidentiality procedures in assisting a family in this situation. Please note, un-emancipated minors would not be eligible to sign leases under HUD programs. SNRHA may consider contacting child welfare or child protective services, or law enforcement, when a minor claims to be a victim of domestic violence, dating violence, sexual assault or stalking.

Determining VAWA protections, including whether an adverse factor is a “Direct Result: of domestic violence, dating violence, sexual assault or stalking”

The VAWA Final Rule provides that an applicant for assistance or a tenant receiving assistance may not be denied admission to, denied assistance under, or evicted from housing on the basis or as a direct result of the fact that the applicant or tenant has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy. (See 24 CFR 5.2005(b)(1).)

In addition to prohibiting a denial, termination, or eviction based on the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault or stalking, the VAWA Final Rule prohibits SNRHA from denying assistance or admission, or evicting a tenant based on an adverse factor, if the adverse factor is determined to be a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.

An adverse factor refers to any factor that can be used as a basis for denying admission, terminating



assistance, or evicting a tenant. However, if a denial or eviction is required by a federal statute, based on a particular adverse factor, SNRHA must comply with that statute, even if the adverse factor is a direct result of domestic violence, dating violence, sexual assault or stalking. For example, if the applicant is subject to a lifetime registration requirement under a State sex offender registration program, SNRHA must comply with section 578 of the Quality Housing and Work Responsibility Act of 1998 and deny the applicant admission, even if the sex offense(s) were a direct result of the fact that the applicant was a victim of domestic violence, dating violence, sexual assault or stalking.

Examples of When Adverse Factors Might Be Direct Results of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

On the surface, adverse factors may appear unrelated to domestic violence, dating violence, sexual assault or stalking and may present legitimate reasons for denial or eviction. However, the presence of an adverse factor may be due to an underlying experience of domestic violence, dating violence, sexual assault, or stalking. Examples of “direct result” factors include but are not limited to poor credit history, poor rental history, criminal background and failure to pay rent.

How to determine if an Adverse Action is a Direct Result of Domestic Violence, Dating Violence, Sexual Assault or Stalking

To trigger the direct result analysis, it is the responsibility of the applicant or tenant to:

1. Inform SNRHA that they are a victim of domestic violence, dating violence, sexual assault, or stalking; and
2. Provide enough information for SNRHA to make a determination regarding the adverse factor they are claiming was a direct result of domestic violence, dating violence, sexual assault, or stalking.

After SNRHA receives this information, SNRHA will consider the individual’s statement and any possible supporting documentation in determining if an adverse factor was a direct result of domestic violence, dating violence, sexual assault, or stalking. If further information is necessary for this determination, SNRHA may request additional supporting documentation from the applicant or tenant. However, any request for additional documentation must:

- A. Be in accordance with SNRHA’s policies or practices,
- B. Not require evidence of the domestic violence, dating violence, sexual assault, or stalking other than as specified in 24 CFR 5.2007 , and
- C. Not violate the VAWA Final Rule’s confidentiality requirements or any other laws.

Note: Where an applicant or tenant fails to request VAWA protections, SNRHA is not independently required to identify whether adverse factors are the direct result of domestic violence, dating violence, sexual assault, or stalking.

If SNRHA believes any information is not clear, it should speak to the victim and try to clarify the information. After SNRHA has received the information from the tenant or applicant, and if necessary, clarified this information with the tenant or applicant, SNRHA must make an objectively reasonable determination, based on all the circumstances, whether the adverse factor is a direct result of the fact that the applicant or tenant/participant is a victim of domestic violence, dating violence, sexual assault, or stalking.

Notifications and Other Considerations



SNRHA must notify the applicant or tenant if SNRHA finds that the denial or eviction is not on the basis or as a “direct result” of being a victim of domestic violence, dating violence, sexual assault, or stalking, and the applicant or tenant is thus denied admission to, or evicted from the housing. (See 24 CFR 5.2005(b)(1).) An applicant or tenant that disagrees with the finding should use SNRHA’s grievance procedures. The family may request an informal hearing within ten (10) calendar days of the notification of SNRHA’s final determination.

If after reviewing the documentation provided by the applicant or tenant SNRHA determines the family is eligible for admission and/or continued assistance, SNRHA will proceed with the admission of the applicant family or not terminate the tenant’s assistance.

In the case of an eviction, SNRHA must comply with the prohibition in 5.2005(d)(2), which provides:

SNRHA must not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with an individual who is or has been a victim of domestic violence, dating violence, sexual assault or stalking, to a more demanding standard than other tenants in determining whether to evict the tenant.

Therefore, even if the direct result prohibition does not apply, SNRHA cannot use that violation to evict a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, if SNRHA does not ordinarily terminate or evict tenants for that violation.

Certification and Documentation of Domestic Violence, Sexual Assault, Dating Violence Or Stalking

The Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking form serves as a means of documenting the incident or incidents of Domestic Violence, Dating Violence, Sexual Assault or Stalking.

SNRHA must include The Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (HUD form 5382) with the VAWA Notice of Occupancy Rights (HUD form 5380).

SNRHA will utilize Form HUD-5382 and it must be publicly available and provided upon request.

The HUD form-5382:

- Provides that VAWA 2013 protects applicants and tenants, from being evicted, denied assistance, based on act of domestic violence, dating violence, sexual assault, or stalking.
- Is an optional way for victims to comply with a written request for documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking for persons seeking VAWA protections.
- Provides that the victim or someone on the victim’s behalf may complete the form.
- Explains the time period for responding to a written request for documentation.
- Describes the confidentiality protections under VAWA.
- Requires that the victim or someone filling out the form on the victim’s behalf answer the questions and provide a brief description of the incident(s).
- Clarifies that the name of the accused perpetrator does not have to be provided if it is unknown



to the victim or it cannot be provided safely.

- Clarifies that the date and time of incident should be completed only if known by the victim.
- Requires the victim or someone filling out the form on the victim's behalf to certify to the truth and accuracy of the information being provided, and explains that false information could be the basis for denial of admission, or eviction.
- Includes required public reporting burden information.
- Provides a list of alternative third-party documentation to satisfy a request by SNRHA for documentation

When practicable, SNRHA will advise applicants and tenants that when SNRHA receives a form submitted on their behalf, such submission will take the place of the applicants and tenants, submitting their own statement. Thus, applicants and tenants should ensure, to the extent possible, that the information is accurate and comprehensive.

The form HUD-5382, as required by 24 CFR 5.2005(a)(1)(ii), must be made available by SNRHA in multiple languages, consistent with SNRHA's LEP Policy. (See 24 CFR 5.2005(a)(3).) In addition, consistent with civil rights requirements, when obtaining information through the form SNRHA must take appropriate steps to ensure effective communication with applicants, tenants, and participants with disabilities through the use of appropriate auxiliary aids and services, such as large print and braille documents, readers, interpreters, and accessible electronic documents. SNRHA must also provide reasonable accommodations when necessary to allow applicants, and tenants with disabilities to equally benefit from VAWA protections; such as providing individualized assistance in completing forms.

The VAWA Notice of Occupancy Rights must be provided to adult applicants of public housing and each adult tenant of public housing no later than each of the following times:

For applicants:

- At the time the individual is provided admission and
- At the time the applicant is denied assistance or admission.

For tenants:

- With any PHA notification of eviction and
- By December 16, 2017, either during annual recertification or lease renewal process (as applicable). If there will be no recertification or lease renewal during the first year, through other means within the first year as determined by the SNRHA.

The VAWA Notice of Occupancy Rights must be made available in multiple languages, consistent with guidance issued by HUD in accordance with Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency, signed August 11, 2000, and published in the Federal Register on August 16, 2000 (at 65 FR 50121) (HUD's LEP Guidance) (24 CFR 5.2005(a)(3)).

SNRHA Requesting Documentation

If SNRHA chooses to request an individual to document their claim of domestic violence, dating violence, ACOP Chapter 2- Eligibility for Admission Revised 05/2021



sexual assault, or stalking, SNRHA must make such request in writing. Simply providing the victim the form HUD-5382 does not constitute a written request for documentation, unless the form HUD5382 is accompanied by a dated letter requesting documentation. The individual may satisfy this request by providing any one of the following documents as described under 24 CFR 5.2007(b)(1):

- A. Form HUD-5382;
- B. A document:
 - Signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional or a mental health professional (collectively, “professional”) from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse:
 - Signed by the applicant or tenant; and
 - That specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under the VAWA Final Rule, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or
 - stalking under 24 CFR 5.2003; or
- C. A record of a Federal, State, tribal, territorial or local law enforcement agency (may include a police report), court, or administrative agency; or
- D. Any other statement or other evidence that SNRHA has agreed to accept.

SNRHA must accept any of the above items (a – c), as provided under 24 CFR 5.2007. For example, form HUD-5382 must be accepted in lieu of any of the third-party documents outlined above (b or c), if the individual chooses to self-certify to satisfy SNRHA’s request for documentation; and the submitted documentation does not contain conflicting information.

SNRHA has discretion to accept a statement or other evidence. Given the possible consequences to both the victim and the alleged perpetrator of domestic violence, dating violence, sexual assault, or stalking, it is important that any allegations made by one individual against another are made with the understanding that there are consequences if the allegations are false. In this regard, form HUD-5382 advises that the submission of false information may be a basis for denial of admission or eviction.

Time to Submit Documentation

SNRHA will require submission of documentation within 14 business days after the date that the individual received the written request for documentation. (See 24 CFR 5.2007(a)(2).) However, SNRHA may extend this time period at its discretion. During the 14-business day period and any granted extensions of that time, no adverse actions, such as eviction or termination, can be taken against the individual requesting VAWA protection. For example, SNRHA must not schedule an eviction, grievance hearing, or informal hearing to take place during this time frame.

In determining whether to extend the 14-business day period, SNRHA may consider factors that may contribute to the victim’s inability to provide the documentation in a timely manner. These factors may include, but are not limited to: cognitive limitations, disabilities, limited English proficiency, absence from the unit due to hospitalization or time in an emergency shelter, administrative delays in obtaining police or court records, the danger of further violence, and the victim’s need to address health or safety issues. SNRHA will grant reasonable accommodations for persons with disabilities. Please also note that because of these factors, SNRHA might not be contacted by the victim with a request to extend the 14-business day period until after the 14-day period has passed.



Acknowledging Receipt of Documentation; Failure to Provide Documentation in a Timely Manner

Once a victim provides documentation of domestic violence, dating violence, sexual assault, or stalking, SNRHA will acknowledge receipt of the documentation in a timely manner.

If the applicant or tenant fails to provide documentation that meets the criteria in 24 CFR 5.2007 within 14 business days after receiving the written request for that documentation, or within the designated extension period, nothing in VAWA Final Rule may be construed to limit the authority of SNRHA to:

- a. Deny admission;
- b. Evict the tenant, or a lawful occupant that commits a violation of a lease.

An individual's failure to timely provide documentation of domestic violence, dating violence, sexual assault, or stalking does not result in a waiver of the individual's right to challenge the denial of assistance or termination, nor does it preclude the individual's ability to raise an incident of domestic violence, dating violence, sexual assault, or stalking at eviction or termination proceedings. If SNRHA denies VAWA protections, the family may request an informal hearing within ten (10) calendar days of the notification of final determination.

Requests for Third Party Documentation of Victim Status

When an applicant or tenant requests protection under VAWA, the VAWA Final Rule allows but does not require SNRHA to require the applicant or tenant to submit documentation of victim status, i.e., documentation showing the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault or stalking. However, the VAWA Final Rule prohibits a SNRHA from requiring the victim to provide third-party documentation of victim status, unless:

- More than one applicant or tenant provides documentation to show they are victims of domestic violence, dating violence, sexual assault or stalking, and the information in one person's documentation conflicts with the information in another person's documentation; or
- Submitted documentation contains information that conflicts with existing information already available to the SNRHA or owner.

In these circumstances, the regulations at 24 CFR 5.2007(b)(2), allows SNRHA to require the applicant(s) or tenant(s) to submit third-party documentation that meets the criteria in 24 CFR 5.2007(b)(1)(ii), (b)(1)(iii), or (b)(1)(iv). According to the criteria, the applicant or tenant may submit any of the following to meet the third-party documentation request:

- a. A document:
 - Signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional or a mental health professional (collectively, "professional") from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse;
 - Signed by the applicant or tenant; and
 - That specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under the VAWA Final Rule, and that the incident meets the applicable definition of domestic violence, dating violence, sexual



assault, or stalking under 24 CFR 5.2003; or

- b. A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency (for example, a police report) that documents the incident of domestic violence, dating violence, sexual assault, or stalking.
- c. At SNRHA's discretion, a statement or other evidence provided by the applicant or tenant.

The applicant(s) or tenant(s) must be given 30 calendar days from the date of the request to provide such documentation. If an applicant or tenant responds with third-party documentation that meets the criteria above and supports the applicant or tenant's VAWA request, SNRHA is prohibited from requiring further documentation of the applicant or tenant's status as a victim of domestic violence, dating violence, sexual assault, or stalking. However, if an applicant or tenant does not submit any third-party documentation within the required time period or submits documentation that does not meet the criteria above, SNRHA may, but is not required to, accept that applicant or tenant's assertion of victim status for the purpose of the VAWA protections.

For purposes of providing VAWA protections, satisfying the documentation requirements in section 24 CFR 5.2007(b)(2) resolves the question of whether the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.

In the case of conflicting documentation between two tenants, if one tenant submits a court order addressing rights of access or control of the property (such as a protection order granting the victim exclusive possession of the unit), SNRHA must honor this court order.

When requesting third-party documentation, SNRHA will provide contact information for local domestic violence agencies so that the applicant(s) or tenant(s) can seek services and plan for their safety. SNRHA may also provide the applicant(s) or tenant(s) with contact information for local legal aid offices, which may be able to assist in providing appropriate referrals, obtaining restraining orders, and preparing for grievance hearings.

If SNRHA requests, but does not receive third-party documentation, SNRHA has the option to deny VAWA protections and must notify the applicant or tenant. If this results in a tenant(s) being evicted SNRHA must hold a separate informal grievance hearing for the tenant. When denying VAWA protections, SNRHA must ensure that it complies with PIH Notice 2015-19.

Documentation Conflicts with SNRHA

An individual may satisfy a request for victim status documentation by submitting any document that meets the criteria for a document type under 24 CFR 5.2007(b)(1). SNRHA must accept the submitted documentation and is prohibited from seeking additional documentation of victim status, unless the submitted documentation does not meet the criteria in the VAWA Final Rule or the submitted documentation contains conflicting information, including conflicting claims between two parties, as described above.

SNRHA is prohibited from conducting further fact finding for the purpose of trying to verify the "validity" of an applicant or tenant's victim status. For example, SNRHA is prohibited from conducting interviews with neighbors or employers to determine if the applicant or tenant is "really" a victim of domestic violence, dating violence, sexual assault or stalking. Doing so would be in violation of the documentation requirements of the VAWA Final Rule and may result in a violation of the victim confidentiality requirements of the VAWA Final Rule.



However, if SNRHA already has or regularly receives reliable information that conflicts with the submitted documentation SNRHA may require third-party documentation of victim status, based on information outside of the submitted documentation. Examples of reliable information include surveillance footage, police report(s), and other verifiable information. This information must not be collected for the purpose of discrediting claims for VAWA protections, but may be collected for other legitimate reasons; such as addressing safety in the community. If the applicant or tenant subsequently does not submit third-party documentation, or only submits third-party documentation that contains conflicting information, the PHA or owner has the option to deny VAWA protections and must notify the applicant or tenant.

Given the possible consequences to both the victim and the alleged perpetrator of domestic violence, dating violence, sexual assault, or stalking, it is important that any allegations made by one individual against another are made with the understanding that there are consequences if the allegations are false. In this regard, form HUD-5382 advises that the submission of false information may be a basis for denial of admission, termination of assistance, or eviction.

Perpetrator Removal or Documentation of Rehabilitation

SNRHA Policy

In cases where an applicant family includes the perpetrator as well as the victim of domestic violence, dating violence, sexual assault or stalking, the SNRHA will proceed as above but will require, in addition, either (a) that the perpetrator be removed from the applicant household and not reside in the public housing unit or (b) that the family provide documentation that the perpetrator has successfully completed rehabilitation and has had a clean criminal history for a minimum of one (1) year in accordance with Section K above.

If the family elects the second option, the documentation must be signed by an employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional from whom the perpetrator has received assistance in addressing the abuse. The signer must attest under penalty of perjury to his or her belief that the rehabilitation was successfully completed. The victim and perpetrator must also sign or attest to the documentation.

Lease Bifurcation

In accordance with 24 CFR 5.2009(a), SNRHA may choose to bifurcate a lease, or remove a household member or lawful occupant from a lease to evict, terminate occupancy rights, to such member(s) who engaged in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual.

Eviction, removal, termination of occupancy rights, must be effected in accordance with procedures prescribed by federal, state, or local laws for termination of leases. Court ordered eviction of the perpetrator pursuant to applicable laws results in the underlying lease becoming null and void once SNRHA regains possession of the unit. SNRHA would then execute a new lease with the victim.

In other words, SNRHA may divide your lease in order to evict the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking. SNRHA may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. A new lease would be executed with the eligible remaining tenants. On site management will assist the remaining tenants



with this process.

SNRHA Confidentiality Requirements

Given the significant safety issues faced by victims of domestic violence, dating violence, sexual assault, or stalking, it is critical that SNRHA maintain the confidentiality and privacy of victims who seek protection under the VAWA Final Rule. Any information submitted to SNRHA under 24 CFR 5.2007, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, must be maintained in confidence by SNRHA. (See 24 CFR 5.2007(c)).

- a. Employees of SNRHA must not have access to the information unless explicitly authorized by SNRHA for reasons that specifically call for the individuals to have access to such information under applicable Federal, State or local law; and
- b. SNRHA must not enter this information into a shared database, or disclose the information to any other entity or individual, except to the extent that disclosure is: 1) Requested or consented to in writing by the individual (victim) in a time limited release; (2) Required for the use in an eviction proceeding or hearing regarding termination of assistance from the covered program; or (3) Otherwise required by applicable law.

L. PROHIBITED CRITERIA FOR DENIAL OF ADMISSION

Applicants will NOT be rejected because they:

- Have no income;
- Are not employed;
- Do not participate in a job training program;
- Will not apply for various welfare or benefit programs;
- Have children;
- Have children born out of wedlock;
- Are on welfare;
- Are eligible students;
- Status as a domestic violence victim.

M. HEARINGS

If information is revealed that would be grounds for the SNRHA to deny admission to the household and the person disputes the information, she/he shall be given an opportunity for an informal hearing according to the SNRHA's hearing procedures outlined in Chapter 12.



Chapter 3

APPLYING FOR ADMISSION

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

A. HOW TO APPLY

Families who wish to apply for any of the SNRHA's programs must complete a written application or an application by phone if designated in SNRHA's advertisement. Applications will be made available in an accessible format upon request from a person with a disability. The preliminary application form is also available on the SNRHA website. Pre-applications and required attachments are available on the SNRHA website.

Persons with disabilities may call the SNRHA to receive an application through the mail or make other arrangements to complete their pre-application.

Applications will be mailed to interested families upon request who are out-of-state.

Spanish translation of the pre-application is available for non-English speaking applicants.

Applications will be accepted on line or at a central location for all waiting lists.

The application process will involve two phases.

1. The first is the "initial" application for admission (referred to as a pre-application). This first phase is to determine the family's eligibility for, and placement on, the waiting list.
The pre-application will be dated, time-stamped, and referred to the SNRHA's office where tenant selection and assignment is processed.
2. The second phase is the "final determination of eligibility for admission" (referred as the full application). The full application takes place when the family approaches the top of the waiting list. At this time the SNRHA ensures that verification of all HUD and SNRHA eligibility factors is current in order to determine the family's eligibility for an offer of a suitable unit.

B. "INITIAL" APPLICATION PROCEDURES

The SNRHA will utilize a preliminary application form (pre-application) for the initial application for public housing. The application may be submitted by mail, or in person, whenever the Waiting List is open and the data is entered into the computer.

The purpose of the pre-application is to permit the SNRHA to preliminarily assess family



eligibility or ineligibility and to determine placement on the waiting list.

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

- Names of head of household and spouse/co-head
- Gender and age of all members (used to estimate bedroom size needed)
- Number of family members (used to estimate bedroom size needed)
- Street address and phone numbers
- Mailing address (If PO Box or other permanent address)
- Annual income
- Source(s) of income received by household members to determine preference qualification
- Information regarding request for reasonable accommodation or for accessible unit
- Social security numbers
- Race/ethnicity
- Arrests/convictions for criminal activity
- Questions regarding previous participation in HUD programs
- Alternative/Optional contact form (HUD 92006)

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

Pre-applications will not require interviews. Information on the application will not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.

Applicants are required to inform the SNRHA in writing of changes in family composition, income, and address, as well as any changes in their preference status, within ten calendar days of the change.

Applicants are required to respond to requests from the SNRHA to update information on their application, or to determine their continued interest in assistance. Failure to respond to mailings with requested information will result in the applicant being removed from the waiting list. See Grievance Procedure.

Applications submitted for waitlist(s) that are not open will be rejected and the applicant will be notified of the reason(s) for the rejection.

C. NOTIFICATION OF APPLICANT STATUS

If after a review of the pre-application the family is determined to be preliminarily accepted, they will be notified in writing (in an accessible format upon request, as a reasonable accommodation) that the application has been accepted and the applicant has been added to the corresponding waitlist.

This written notification of preliminary acceptance will be mailed to the applicant by first class mail or distributed to a disabled applicant in the manner requested as a specific accommodation.

If the family is determined to be ineligible based on the information provided in the pre-application, the SNRHA will notify the family in writing (in an accessible format upon



request as a reasonable accommodation), state the reason(s), and inform them of their right to an informal hearing. Persons with disabilities may request to have an advocate attend the informal hearing as an accommodation. See Grievance Procedure.

D. COMPLETION OF A FULL APPLICATION

All preferences claimed on the pre-application or while the family is on the waiting list will be verified after the family is selected from the waiting list at the time of their eligibility appointment. If a preference cannot be verified, said applicant will be returned to their proper place on the waiting list and preference removed.

The qualification for preference must exist at the time the preference is verified regardless of the length of time an applicant has been on the waiting list because the preference is based on current status.

Applicants on the waiting list who will be selected in the near future will be sent an eligibility appointment letter. The applicant may be interviewed in person, a packet sent through mail or a virtual interview. The letter will notify the applicant of an application interview and request the applicant to provide all documents which verify all factors to be verified. Factors to be verified will be listed in the letter. These documents will be used for verification only if third party verification cannot be obtained.

Applicants will be required to:

- Complete a full application in their own handwriting, unless assistance is needed, or a request for accommodation is made by a person with a disability, prior to the full application interview. The client may also have the option available of completing and signing the required documents electronically.

- Sign Release of information Forms including authorization form for criminal background checks of all adult household members, and consent for verification of Immigration status.

- Applicant will then participate in a full application interview with a SNRHA staff member to review the information on the full application form. The applicant will sign and certify that all information is complete and accurate.

The full application packet will be mailed to the applicant if they are out of state or applicant may have the option of completing the necessary forms electronically.

SNRHA will mail the full application packet to the applicant if needed as a reasonable accommodation for a person with a disability.

Requirement to Attend Interview

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

All adult family members must attend the interview and sign the housing application. Exceptions may be made for adult students attending school out of state or for members for



whom attendance would be a hardship, however, these individuals will still be required to sign all required forms within ten calendar days of the date of the interview.

If the head of household cannot attend the interview, the spouse may attend to complete the application and certify for the family. The head of household, however, will be required to attend an interview within 5 calendar days to review the information and to certify by signature that all of the information is complete and accurate.

It is the applicant's responsibility to reschedule the interview if s/he is unable to attend. If an applicant fails to appear for their interview without prior approval of the SNRHA, their application will be denied unless they can provide acceptable documentation to the SNRHA that an emergency prevented them from calling. SNRHA will reschedule only for hospitalization, out of town, jury sequester, death in immediate family or as a reasonable accommodation. If the applicant misses two scheduled meetings, SNRHA will reject the application.

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

If an application is denied due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal review. (see Grievance Procedure)

All adult members must sign form HUD-9886, "Release of Information," the declarations and consents related to citizenship/immigration status and any other documents required by the SNRHA. Applicants will be required to sign specific verification forms for information which is not covered by the HUD-9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and release as required by the SNRHA. Applicants must also sign the SNRHA authorization for the release of information and HUD Debts Owed form (HUD-52675)

Information provided by the applicant will be verified, including information related to family composition, income, allowances and deductions, assets, eligible immigration status, full time student status and other factors related to preferences, eligibility and rent calculation.

If the SNRHA determines at or after the interview that additional information or document(s) are needed, the SNRHA will request the document(s) or information in writing. The family will be given 14 calendar days to supply the information. SNRHA may grant one (1) 14 day extensions.

If the information is not supplied in this time period, the SNRHA will provide the family a notification of denial for assistance. (See Grievance Procedure.)

E. PROCESSING APPLICATIONS

As families approach the top of the waiting list, the following items will be verified to determine qualification for admission to the SNRHA's housing:

- Preference verification
- Family composition and type (elderly/non elderly)
- Annual Income



- Assets and Asset Income
- Deductions from Annual Income
- Social Security Numbers of all family members
- Information used in applicant suitability screening
- Citizenship or eligible immigration status
- Criminal History Report

* In the event that a family is claiming zero income and appears to be eligible for income that is not reported to be received (i.e. TANF, UIB, Child Support, etc.), the absence of such income will be verified.

F. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

After the verification process is completed, the SNRHA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the SNRHA, and the tenant suitability determination (see chapter 2).

Because HUD can make changes in rules or regulations and family circumstances may have changed during the review process that affect an applicant's eligibility, it is necessary to make final eligibility determination.

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

Any time after final eligibility determination, applicants must report changes in family status, including income, family composition, and address, in writing, within ten (10) calendar days of the change. If the family did not report the change within the required time frame, the family will be determined ineligible and offered an opportunity for informal hearing.



Chapter 4

TENANT SELECTION AND ASSIGNMENT PLAN

(Includes Preferences and Managing the Waiting List)

[24 CFR 960.204]

INTRODUCTION

It is SNRHA policy that each applicant shall be assigned an appropriate place on a jurisdiction-wide waiting list unless the applicant has applied for a development subject to a site-based waiting list. Applicants will be listed in sequence based upon date and time the application is received, the size and type of unit they require, the site in which they wish to reside for applicable designated communities, and factors of preference or priority. In filling an actual or expected vacancy, SNRHA will offer the dwelling unit to an applicant in the appropriate sequence, with the goal of accomplishing de- concentration of poverty and income-mixing objectives. SNRHA will offer the unit until it is accepted. This Chapter describes SNRHA policies with regard to the number of unit offers that will be made to applicants selected from the waiting list.

SNRHA OBJECTIVES

SNRHA policies will be followed consistently and will affirmatively further HUD's fair housing goals.

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

When appropriate units are available, families will be selected from the waiting list in sequence within their preference category and date and time sequence.

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

SITE-BASED/DESIGNATED WAITING LISTS

Per the Quality Housing and Work Responsibility Act of 1998, SNRHA uses site-based/designated waiting lists.

A. MANAGEMENT OF THE WAITING LIST

SNRHA will administer its waiting list as required by 24 CFR Part 5, Subparts E and F, Part 945 and 960.201 through 960.215. The waiting list will be maintained in accordance with the following guidelines:

The application will be a permanent part of the file.



All applicants in the pool will be maintained in order of preference. Applications equal in preference will be maintained by date and time sequence.

All applicants must meet applicable income eligibility requirements as established by HUD.

Opening and Closing the Waiting Lists

SNRHA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part.

The decision to close the waiting list will be based on the number of applications available for a particular size and type of unit, and the ability of SNRHA to house an applicant in an appropriate unit within a reasonable period of time.

When SNRHA opens the waiting list, SNRHA will advertise the location(s), and program(s) for which applications are being accepted in the following newspapers:

Las Vegas Review Journal/Sun
El Mundo
Las Vegas Asian Journal
Indian Voice
The Challenger Rehabilitation, Disability Newspaper

To reach persons with disabilities, SNRHA will provide separate notice to local organizations representing the interests and needs of the disabled. This will include notice to the following organizations:

Opportunity Village
Nevada Disability Advocacy and Law Center
Nevada Legal Services
Help Them Walk Again
Nevada Association for the Handicapped

The notice will contain:

- The dates, times, and the locations where families may apply.
- Any designated housing for which site-based waiting lists are applicable
- The programs for which applications will be taken.
- Limitations, if any, on whom may apply.

The notices will be made in an accessible format, if requested. They will provide potential applicants with information that includes SNRHA address and telephone number, and how to submit an application.

When Application Taking is Suspended

SNRHA may suspend the acceptance of applications if there are enough applicants to fill anticipated openings for the next 12 to 24 months.

The waiting list may not be closed if it would have a discriminatory effect inconsistent with



applicable civil rights laws.

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

Suspension of application taking is announced in the same way as opening the waiting list. SNRHA will give at least five (5) days notice prior to opening or closing the list.

When the period for accepting applications is over, SNRHA will add the new applicants to the list by:

- Unit size, local preference, and by date and time of application.

SNRHA will update the waiting list at least tri-annually by removing the names of those families who are no longer interested, no longer qualify for housing, or cannot be reached by mail. At the time of initial intake, SNRHA will advise families of their responsibility to notify SNRHA in writing when mailing address changes.

Limits on Who May Apply

When the waiting list is open,

- Any family asking to be placed on the waiting list for Public Housing rental assistance will be given the opportunity to complete an application.

When the application is submitted to SNRHA, it establishes the family's date and time of application for placement order on the waiting list with preference points determining the final rank.

Multiple Families in Same Household

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

B. SITE BASED WAITING LISTS

SNRHA offers a system of site-based waiting lists for HUD-approved designated communities.

SNRHA maintains separate site-based waiting lists for all current or future mixed financed properties, as well as all current or future RAD conversion Properties.

Applicants may choose which site-based waiting list they wish to be placed on, regardless of the application site. Applicants may designate the community or communities in which they seek to reside.

SNRHA will monitor its site-based wait list annually by comparing data in January to data in October to determine the level of change, if any, in the overall racial, ethnic and disability-related tenant composition at each SNRHA site by analyzing its data.

Every reasonable action will be taken by SNRHA to assure that applicants can make informed choices regarding the community(s) in which they wish to reside. SNRHA will disclose information to applicants regarding the location of available sites.



Monitoring Site-Based Waiting Lists

The system of site-based waiting lists will be carefully monitored to assure that civil rights and fair housing are affirmatively furthered.

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

SNRHA will monitor its system of site-based waiting list annually to assure that racial steering does not occur. If SNRHA annual analysis of its site-based waiting list indicates that a pattern of racial steering is or may be occurring, SNRHA will take corrective action.

SNRHA will assess changes in racial, ethnic or disability-related tenant composition at each SNRHA site that has occurred during the implementation of the site-based waiting lists. SNRHA will make this assessment based on MTCS data.

SNRHA has established site-based waiting lists for the following properties:

Hampton Court, Family Development, Henderson

SNRHA intends to make available dwelling units, in communities designated for elderly families only, to near-elderly families *if there are an insufficient number of elderly families on the waitlist*. Near elderly will be defined as families whose members are 55 years of age or older.

C. WAITING LIST PREFERENCES

A preference does not guarantee admission to the program. Preferences are used to establish the order of placement on the waiting list. Every applicant must meet SNRHA Selection Criteria as defined in this policy.

SNRHA preference system will work in combination with requirements to match the characteristics for the family to the type of unit available, including units with targeted populations, and further de-concentration of poverty in public housing. When such matching is required or permitted by current law, SNRHA will give preference to qualified families.

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

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

Local Preferences

Local preferences will be used to select among applicants on the waiting list. A public hearing with an opportunity for public comment will be held before SNRHA adopts any local reference.



SNRHA uses the following Local Preferences:

Homeless Referral Preference: Families who are homeless (family lacks a fixed regular and adequate night time residence, or has a primary night time residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations, such as welfare voucher hotels, congregate shelters or transitional housing designed for homeless persons, or a public or private place not designed for, or ordinarily used as a regular sleeping accommodation for human beings) and are participating in case management with an approved referral agency. This preference shall be limited to up to 150 referrals per year from Clark County Social Service.....60 points. Unit offers to applicants referred for this preference will be made as follows: for every two applicants from the waiting list receiving a unit offer, one applicant referred under this preference will receive a unit offer.

Homeless Families that live with friends or relatives who are not currently in the transition system, will be encourage to apply to other available SNRHA programs that they may qualify for.

Federally Declared Disasters: Victims who are holders of Section 8 Vouchers or other subsidized programs as defined as eligible units by HUD, in another jurisdiction within 120 days of the President declaring a federal disaster. **55 points**

Working Preference: Head, spouse or co-head who is employed at least 20 hours per week at the equivalent of minimum wage, or who are active participants in accredited educational and training programs designed to prepare the individual for the job market. This preference is extended equally to elderly families or disabled families, including but not limited to those whose head or spouse is receiving SSI, SSD, or who can be verified to be unable to work, if both the head of household and spouse is either elderly or disabled..... **30 points**

Veteran Preference defined by the State of Nevada: A Veteran/Disabled Veteran may submit an admissions application at any time for any housing program, whether the waiting list is open or closed – with the exception of the Housing Choice Voucher Program. The Veteran/Disabled Veteran must be the head, spouse, or co-head member of the household. At the time of eligibility, the Veteran/Disabled Veteran must submit their DD214 (or other official discharge documents from the Official Military Personnel File) which shows enlistment date, discharge dates, branch of service, social security number, birthdate, net active service, and type of discharge. If the military documents are not submitted accordingly, the Veteran’s/Disabled Veteran’s name will be withdrawn from the waiting list.....**35 points**

Disabled veteran or family (defined as dependent son, daughter, and spouse) of a veteran with a service-connected disability. **5 points**

Family of (defined as spouse) a **deceased veteran** with a service-connected death.**33 points**

Residency preferences for head, co-head or spouse, who live, work, have been hired to work, or are enrolled full time in an accredited school in Clark County... **5 points**

FINAL VERIFICATION OF PREFERENCES [24 CFR 5.415]



Preference information on applications will be updated as applicants are selected from the waiting list. At that time, SNRHA will obtain necessary verifications of preference at the interview and by third party verification.

PREFERENCE DENIAL [24 CFR 5.415]

If SNRHA denies a preference, SNRHA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal meeting with the Housing Programs Manager or Director of Housing Programs. 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.

Treatment of Single Applicants

Single applicants will be treated as any other eligible family on SNRHA waiting list.

Pulling from the Wait List

SNRHA shall utilize income targeting to meet HUD's requirements that 40% of admissions have income of less than 30% of minimum income. Elderly and disabled families are given the working preference as required by HUD regulations. All preferences claimed are verified at final eligibility determination. If preferences claimed cannot be verified, the applicant is returned to the appropriate placement on our waiting list and a written notice explaining this action is sent to the applicant.

Once SNRHA has met or exceeded the minimum 40% targeted Income requirement for new admissions of extremely low-income (<30% AMI) families, SNRHA to the extent possible, will select the remainder of its new admissions by targeting very-low income (<50% AMI) and low-income (<80% AMI) families. Compliance with the minimum 40% of extremely low-income families for new admissions will be monitored on a monthly basis.

D. VERIFICATION OF PREFERENCE QUALIFICATION [24 CFR 5.415] The family may be placed on the waiting list upon their certification that they qualify for a preference. When the family is selected from the waiting list for the final determination of eligibility, the preference will be verified.

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

Change in Circumstances

Changes in an applicant's circumstances while on the waiting list may affect the family's entitlement to a preference. Applicants are required to notify SNRHA in writing when their circumstances change. When an applicant claims an additional preference, s/he will be placed on the waiting list in the proper order of their newly claimed preference.

If the family failed to report income changes during final eligibility and the verified failure would have affected their eligibility for a local preference, the family will be returned to the waiting list.



E. PREFERENCE DENIAL [24 CFR 5.415]

If SNRHA denies a preference, SNRHA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal meeting. The applicant will have 10 calendar days to request the 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.

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

F. FACTORS OTHER THAN PREFERENCES THAT AFFECT SELECTION OF APPLICANTS

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

By matching unit and family characteristics, it is possible that families who are lower on the waiting list may receive an offer of housing ahead of families with an earlier date and time of application.

G. INCOME TARGETING

SNRHA will monitor its admissions to ensure that at least 40 percent of families admitted to public housing in each fiscal year shall have incomes that do not exceed 30% of area median income of SNRHA jurisdiction.

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

SNRHA shall have the discretion, at least annually, to exercise the "fungibility" provision of the QHWA by admitting less than 40 percent of "extremely low income families" to public housing in a fiscal year, to the extent that SNRHA has provided more than 75 percent of newly available vouchers to "extremely low income families." This fungibility provision discretion by SNRHA is also reflected in SNRHA Administrative Plan.

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

The number of units equal to 10 percent of the number of newly available vouchers in the fiscal year; or

The number of public housing units that 1) are in public housing communities located in census tracts having a poverty rate of 30% or more, and 2) are made available for occupancy by and actually occupied in that year by, families other than extremely low-income families.

The Fungibility Floor: Regardless of the above two amounts, in a fiscal year, at least



30% of SNRHA admissions to public housing will be to extremely low-income families. The fungibility floor is the number of units that cause SNRHA overall requirement for housing extremely low-income families to drop to 30% of its newly available units.

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

Low Income Family Admissions

Once SNRHA has met the 40% targeted income requirement for new admissions of extremely low-income families, SNRHA will fill the remainder of its new admission units with families whose incomes do not exceed 80% of the HUD approved area median income.

H. UNITS DESIGNATED FOR THE ELDERLY

In accordance with the 1996 Housing Act, Head or Spouse must be at least 62 years of age to be selected for admission to such units or buildings covered by a HUD-approved Allocation Plan, except for the units which are accessible, which may be offered to persons with disabilities. The units designated for the elderly are located at James Down Towers, Levy Gardens, and Sartini Plaza.

I. UNITS DESIGNATED FOR THE DISABLED

SNRHA has no HUD-approved disabled-only designated developments.

K. GENERAL OCCUPANCY UNITS

General occupancy units are designed to house all populations of eligible families. In accordance with SNRHA occupancy standards, eligible families not needing units designed with special features or units designed for special populations will be admitted to SNRHA general occupancy units.

SNRHA will use its local preference system as stated in this chapter for admission of eligible families to its general occupancy units.

L. DECONCENTRATION OF POVERTY AND INCOME-MIXING

SNRHA admission policy is designed to provide for de-concentration of poverty and income mixing by bringing higher income tenants into lower income communities and lower income tenants into higher income communities.

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

Skipping of a family on the waiting list specifically to reach another family with a lower or higher income is not to be considered an adverse action to the family. Such skipping will be uniformly applied until the target threshold is met.

SNRHA will gather data and analyze, at least annually, the tenant characteristics of its public housing stock, including information regarding tenant incomes, to assist in SNRHA de-concentration efforts.

SNRHA will use the gathered tenant income information in its assessment of its public housing



developments to determine the appropriate designation to be assigned to the community for the purpose of assisting SNRHA in its de-concentration goals.

If SNRHA annual review of tenant incomes indicates that there has been a significant change in the tenant income characteristics of a particular community, SNRHA will evaluate the changes. SNRHA will determine whether, based on SNRHA methodology of choice, the community needs to be re-designated as a higher or lower income community or whether SNRHA has met the de-concentration goals and the community needs no particular designation.

Deconcentration and Income-Mixing Goals

Admission policies related to the de-concentration efforts of SNRHA do not impose specific quotas. Therefore, SNRHA will not set specific quotas, but will strive to achieve de-concentration and income mixing in its developments.

SNRHA income-mixing goal is a long-range goal and may not be achieved in the first year of implementation. SNRHA will use its annual analysis of its public housing stock and tenant incomes to provide benchmarks for SNRHA.

SNRHA income-mixing goal, in conjunction with the requirement to achieve income targeting, will be achieved via unit offer procedures described in Section O of this chapter.

Community Designation Methodology

Aggregate Average Method

SNRHA will review the annual resident income of all family sites to develop an average annual income, which will be used as a baseline. Developments with an average annual income above that baseline will be considered higher income developments, and developments with an average annual income below the baseline will be considered lower income developments.

Upon analyzing its findings SNRHA will apply the policies, measures and incentives listed in Section P of this chapter to bring higher income families into lower income developments.

SNRHA Incentives for Higher Income Families

Covered in Section O of this Chapter.

M. REMOVAL FROM WAITING LIST AND PURGING [24 CFR 960.204(a)]

The waiting list will be purged at least tri-annually by a mailing to all applicants to ensure that the waiting list is current and accurate. The purge will be performed in a program specific manner and will be conducted on a rotating basis. The mailing will ask for current information and confirmation of continued interest.

If an applicant fails to respond within 14 calendar days, the applicant will be removed from the waiting list. If a letter is returned by the Post Office, the applicant will be removed without further notice and the envelope and letter will be maintained in the file. Failure to respond will result in removal from all waiting lists.

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



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

SNRHA allows a grace period of 7 calendar days after completion of the purge mailing. Applicants who respond during this grace period will not be withdrawn.

Applicants are notified with confirmation of SNRHA receipt of their application that they are responsible for notifying SNRHA within 10 calendar days, if they have a change of address.

N. OFFER OF ACCESSIBLE UNITS

SNRHA has units designed for persons with mobility, sight and hearing impairments, referred to as accessible units.

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

Before offering a vacant accessible unit to a non-disabled applicant, SNRHA will offer such units:

First, to a current occupant of another unit of the same development, or other public housing developments under SNRHA control who has a disability that requires the special features of the vacant unit.

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

When offering an accessible/adaptable unit to a non-disabled applicant, SNRHA will require the applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant. This requirement will be a provision of the lease agreement. SNRHA will pay all reasonable and customary costs associated with the relocation of the non-disabled family.

The Authority will make modifications to the unit in keeping with the Section 504 Transition Plan as the need arises and until the agency determines that an adequate number of units have been rehabilitated in numbers sufficient to evidence compliance with the Plan

See Chapter 9.

O. PLAN FOR UNIT OFFERS

SNRHA plan for selection of applicants and assignment of dwelling units to assure equal opportunity and non-discrimination on grounds of race, color, sex, religion, or national origin is to offer the family at the top of the waiting list for the appropriate bedroom size and unit type the oldest available unit five days prior to target-ready date.

Unit offers to promote income targeting are made in accordance with HUD regulations of the oldest eligible certified family to the appropriate bedroom size of the oldest ready and available unit. Once SNRHA has met the 40% targeted income requirement for new admissions of extremely low-income families, SNRHA will fill the remainder of its new admission units with families whose incomes do not exceed 80% of the HUD approved area median income.

Number of Offers - One Offer



SNRHA will make one offer on an appropriate unit. If the offer is rejected or the applicant fails to execute a lease within the required timeframes, the applicant will be withdrawn from our waiting list. Exceptions are incorrect unit offers and/or offers to non-disabled families of accessible units, or other “good cause” reason. The applicant shall be informed of this in writing.

P. CHANGES PRIOR TO UNIT OFFER

Applicants with a Change in Family Size or Status

Applicants must report changes in income, family composition, and address within ten (10) calendar days of the change prior to eligibility and after final eligibility. If the family did not report the change within the required time frame, the family will be withdrawn and determined ineligible and offered an opportunity for informal hearing.

Properly reported changes in family composition, status, or income between the time of the interview and the offer of a unit will be processed. SNRHA shall not lease a unit to a family whose occupancy will overcrowd or underutilize the unit or if the family is no longer eligible for the program.

The family will take the appropriate place in the selection pool or waiting list according to the preference points on the date they first applied *if the appropriate waiting list was open at the time of initial application.*

Changes that occur during the period between determination of final eligibility and an offer of a suitable unit may affect the family’s eligibility or Total Tenant Payment. The family will be notified in writing of changes in their eligibility or level of benefits and offered their right to an informal hearing when applicable (See Grievance Procedure.)

Income changes properly reported after the unit is offered will be processed as an Interim re-examination following lease-up procedures.

O. APPLICANT STATUS AFTER UNIT OFFER

When an applicant rejects the unit offer SNRHA will remove the applicant's name from the waiting list. Removal from the waiting list means the applicant must reapply. Exceptions may be made in accordance with 504 regulations, for persons whose refusal involved the need for a reasonable accommodation.

R. TIME-LIMIT FOR ACCEPTANCE OF UNIT

Applicants will have three (3) business days to respond to an offer of an available unit. Applicants must accept a unit offered within one (1) business day of the date the unit is shown and execute a lease within two (2) additional business days of the offer acceptance. Extensions can be approved for good cause.

SNRHA staff will attempt to notify applicants by telephone as a courtesy; all offers will be made in writing by first class mail.

Applicants Unable to Take Occupancy

If an applicant is willing to accept the unit offered, but is unable to take occupancy at the time of the offer for “good cause,” the applicant will be returned to the waiting list.



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

- An elderly family who makes the decision not to occupy or accept occupancy in designated housing for which they applied will be withdrawn from the designated housing waiting list, but this action will not affect their standing on any other waiting list. [24 CFR 945.303(d)]
- Inaccessibility to source of employment or education such that an adult household member must quit a job, drop out of an educational or a job training program.
- The family demonstrates to SNRHA’s satisfaction that accepting the offer will result in a situation where a family member’s life, health or safety will be placed in jeopardy. The family must offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency. The reasons must be specific. Refusals due to the location of the unit alone are not considered to be good cause.
- A qualified, knowledgeable, health professional verifies the temporary hospitalization or recovery from illness of the principal household member, other household member, or a live-in aide necessary to care for the principal household member.
- The family is offered a unit which is handicap accessible, but there is no member of the family that need accessibility features in the unit. The unit is inappropriate for the applicant’s disabilities

S. REFUSAL OF OFFER

If the unit offered is inappropriate for the applicant’s disabilities or if a non- disabled family is offered an accessible unit, the family will retain their position on the waiting list.

If the unit offered is refused for other reasons, SNRHA will follow the applicable policy as listed in Section O, Plan for Unit Offers, and Section Q, Applicant Status after Final Offer.

T. SPECIAL PROGRAMS

SNRHA will administer a HUD, RAD (Rental Assistance Demonstration) program at the following properties:

- Landsman Gardens, Henderson, Nevada.
- Vera Johnson B, Las Vegas, Nevada
- Biegger Estates, Las Vegas, Nevada



- Rose Gardens, North Las Vegas, Nevada
- Espinoza Terrace, Henderson, Nevada
- Bennett Plaza, Las Vegas, NV
- Archie Grant Park, Las Vegas, NV

See Chapter 16 for RAD/PBV information.



Chapter 5

OCCUPANCY GUIDELINES

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

A. DETERMINING UNIT SIZE

The SNRHA does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom. The SNRHA's occupancy guideline standards for determining unit size shall be applied in a manner consistent with fair housing guidelines.

For occupancy standards, an adult is a person 18 years or older or an emancipated minor. All guidelines in this section relate to the number of bedrooms in the unit. Dwelling units will be assigned using the following guidelines:

GUIDELINES FOR DETERMINING BEDROOM SIZE

<i>BEDROOM SIZE</i>	<i>Minimum # Persons in Household</i>	<i>Maximum # Persons in Household</i>
<i>Zero (0) Bedroom</i>	1	1
<i>One (1) Bedroom</i>	1	2
<i>Two (2) Bedroom</i>	2	4
<i>Three (3) Bedroom</i>	3	6
<i>Four (4) Bedroom</i>	4	8
<i>Five (5) Bedroom</i>	6	10

Generally the SNRHA will assign one bedroom to two people within the following guidelines:

Adults of different generations, persons of the opposite sex (other than spouses) and unrelated adults will not be required to share a bedroom.

Head or co-head will not be required to share a bedroom with other family members.

Separate bedrooms should be allocated for persons of the opposite sex



Foster children will be included in determining unit size only if there is a foster child in the unit for more than 12 months.

Live-in attendants will generally be provided a separate bedroom. No additional bedrooms are provided for the attendant's family.

Space may be provided for a child who is away at school but who lives with the family during school recesses if the family has 51% custody of the child(ren).

Space will not be provided for a family member who will be absent most of the time, such as a member who is away in the military.

Single person families shall be allocated a zero or one bedroom. The living room will not be used as a bedroom except at the request of the family and so long as it does not constitute an overcrowded unit.

B. EXCEPTIONS TO OCCUPANCY STANDARDS

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

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

At the SNRHA's discretion the family may be offered a unit smaller than the preferred unit size, based on the SNRHA's occupancy standards, if in doing so the family has an opportunity to be housed earlier or live in a preferred community.

At the SNRHA's discretion, to abate emergency situations, Management may approve the offering of a unit larger than the preferred unit size, based on the SNRHA's occupancy standards.

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

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

Person with Disability

The SNRHA will grant an exception upon request as a reasonable accommodation for persons with disabilities if the need is appropriately verified and meets requirements in the Service and Accommodations Policy section of Chapter 1.



Other Circumstances

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

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

Requests based on health related reasons must be verified by a doctor, medical professional or social service professional.

The SNRHA will not assign a larger bedroom size due to additions of family members other than by birth, adoption, marriage, or court-awarded custody. An exception will be granted if the family has submitted a Self-Certification of Physical Custody of Minor Child/Children or an Appointment of Temporary Guardian to the SNRHA.

SNRHA shall require residents who are requesting to add family members that are minors and who are not their children by birth, foster care, court awarded custody, or court awarded guardianship to sign SNRHA's form certifying they have the child(ren) parent's consent to care for the child full-time. The family must also provide proof of income for the care of the child such as TANF payment or other support, if any income is being received by an adult for the care of the child. The family member must be the payee. School record (if the child is of school age), must be provided to document the public housing unit as the record of enrollment for the child(ren).

SNRHA shall verify through welfare and the district attorney's office any payments being made for children residing in its public housing units.

SNRHA shall not approve additions for any reason if it will result in overcrowding as defined in HUD regulations.

All members of the family residing in the unit must be approved by the SNRHA. The family must obtain approval of any additional family member before the person occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform the SNRHA within 10 calendar days.

Medical Need for Larger Unit

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

C. INCENTIVES TO ATTRACT HIGHER INCOME FAMILIES TO LOWER INCOME DEVELOPMENTS

See Chapter 4.

D. ACCESSIBLE UNITS

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

Preference for occupancy of these units will be given to families with disabled family



members who require the modifications or facilities provided in the units.

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

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

E. FAMILY MOVES

When a change in the circumstances of a tenant family requires another unit size, SNRHA will determine at the annual recertification whether a move is approvable according to the occupancy guidelines. The family's move depends upon the availability of a suitable size and type of unit. If the unit is not available at the time it is requested, the family will be placed on the transfer list.

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

Transfers will be considered first, before referral of applicants from the Waiting List. However, due consideration shall be given to the number of vacant units prior to any transfer. If for any reason, the number of vacancies is significant to the extent that transfers would place SNRHA in a position of operational instability, restrictions such as a forty to one (40:1) ratio of new move-ins from the Wait List to the number of transfers from within will be imposed in order to maintain the financial stability of the program and operations. The (40:1) ratio shall be maintained at either a site level or at a programmatic level, depending on the distribution of the vacancies and whether such vacancies are confined to a greater degree programmatically or within a specific site. The nature of transfers will also be considered even under these restrictions, as it is recognized that certain life-endangering conditions as may be cause for transfer cannot be restricted by operational objectives. For overcrowded units these factors will be considered:

1. Extent of over-crowding (with household needing more than one bedroom considered before households needing only one bedroom in order to achieve proper occupancy);
2. For under occupancy cases, the following factors would be considered. 1. Extent of under occupancy (with household having more than one extra bedroom required to transfer before those with one extra bedroom 2. Date of under occupancy.



Chapter 6

DETERMINATION OF TOTAL TENANT PAYMENT

[24 CFR 5.628, 5.611, 5.613, 5.615]

INTRODUCTION

The accurate calculation of annual income and adjusted income will ensure that families are not paying more or less money for rent than their obligation under the regulations.

This chapter defines the allowable deductions from annual income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 5, Subpart F and further instructions set forth in HUD Notices, Memoranda and Addenda. The formula for the calculation of TTP is specific and not subject to interpretation. The SNRHA's policies in this chapter address those areas which allow the SNRHA discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

A. MINIMUM RENT (TTP)

The minimum rent (TTP) for the SNRHA is \$50.00. The total tenant payment is the greater of:

30% of the adjusted monthly income

10% of the monthly income

The minimum rent as established by the SNRHA

The minimum rent refers to a minimum total tenant payment and not a minimum tenant rent.

The total tenant payment does not include charges for excess utility consumption or other charges.

The SNRHA recognizes that in some instances even the minimum rent may create a financial hardship for families. The SNRHA will review all relevant circumstances brought to the SNRHA's attention regarding financial hardship as it applies to minimum rent. The following section states that the SNRHA's procedures and policies in regard to minimum rent financial hardship as set forth by the QHWRA.

SNRHA Procedures for Notification to Families of Hardship Exceptions

The SNRHA will notify all participant families subject to a minimum rent of their right to request a minimum rent hardship exception under the law.

The SNRHA will notify all eligible families at time of lease-up of their right to request a minimum rent hardship exception.



The SNRHA will notify all eligible families at the annual and interim recertification appointments of their right to request a minimum rent hardship exception.

The manager or their designee will document in the family's file that the family has been notified of their right to request a minimum rent hardship exception.

The SNRHA notification will advise the family that hardship exception determinations are subject to SNRHA grievance procedures.

The SNRHA will review all tenant requests for exception from the minimum rent due to financial hardships.

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

Requests for minimum rent exception will be accepted by the SNRHA from the family in writing.

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

Exceptions to Minimum Rent

The SNRHA will immediately grant the minimum rent exception to all families who request it.

The Minimum Rent will be suspended until the SNRHA determines whether the hardship is:
Covered by statute
Temporary or long term

If the SNRHA determines that the minimum rent is not covered by statute, the SNRHA will impose a minimum rent including payment for minimum rent from the time of suspension.

The SNRHA will use its standard verification procedures to verify circumstances which have resulted in financial hardship, such as loss of employment, death in the family, etc.

HUD Criteria for Hardship Exception

In order for a family to qualify for a hardship exception the family's circumstances must fall into one of the following criteria:

The family has lost eligibility or is awaiting an eligibility determination for Federal, State, or local assistance;

The family would be evicted as a result of the imposition of the minimum rent requirement;

The income of the family has decreased because of changed circumstances, including:

Loss of employment



Death in the family

Other circumstances as determined by the SNRHA or HUD

Temporary Hardship

If the SNRHA determines that the hardship is temporary, a minimum rent will be imposed, including back payment from time of suspension, but the family will not be evicted for nonpayment of rent during the 90 day period commencing on the date of the family's request for exemption.

Repayment Agreements for Temporary Hardship

The SNRHA will offer a repayment agreement to the family for any such rent not paid during the temporary hardship period.

See Chapter 14, Rent and Debt Collection Procedures, for payment terms.

B. INCOME AND ALLOWANCES

Income: Includes all monetary and non-monetary income or benefit amounts that are received on behalf of the family. For purposes of calculating the Total Tenant Payment, HUD defines what is to be calculated and what is to be excluded in the federal regulations. In accordance with this definition, all income that is not specifically excluded in the regulations is counted. (See Income Inclusions and Income Exclusions in the Glossary of Terms of this policy.)

Annual Income is defined as the gross amount of income anticipated to be received by the family during the 12 months after certification or recertification. Gross income is the amount of income prior to any HUD allowable expenses or deductions, and does not include income which has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits. (24 CFR 5.607)

The low-income subsidy received to assist low-income persons in paying for their Medicare prescription drug plan costs must be excluded as annual income for the purpose of calculating any rent or assistance.

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

Allowable Deductions

HUD has 5 allowable deductions from annual income:

1. Dependent allowance: \$480 each for family members (other than the head or spouse), who are minors, and for family members who are 18 and older who are full-time students or who are disabled.
2. "Elderly/disabled" allowance: \$400 per household for families whose head or



spouse are 62 or over or disabled.

3. For any family that is a disabled family, or has a member (other than the head or spouse) who is a person with a disability. A disability assistance expenses for unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities, including the disabled member, where such expenses are necessary to permit an adult family member to be employed. The allowable expenses must be in excess of 3% of annual income. This allowance may not exceed the employment income received by the family members that is freed to go to work, who is at least 18 years of age.
4. For any elderly or disabled family:
 - a. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income;
 - b. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;
 - c. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that are equal to the total of these expenses less 3% of annual income.
5. Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d)).
6. The SNRHA does not provide for any optional deductions or allowances in the public housing program.

C. DISALLOWANCE OF EARNED INCOME FROM RENT DETERMINATIONS 24
CFR 962.255, 24 CFR 5.617, 24 CFR 960.255

The annual income for qualified families may not be increased as a result of increases in earned income of a family member. The family member will be eligible to receive EID for 24 consecutive calendar months to be effective the date of the earned income increase. For calculation purposes, the disallowance shall begin the first of the month after the employment begins. After the family receives 12 consecutive months of the full exclusion, annual income will include a phase-in of half the allowable earned income exclusion from annual income for the remaining 12 consecutive calendar months.

A family eligible for the earned income exclusion is a family that occupies a dwelling unit



in a public housing community; and

Whose annual income increases as a result of employment of an adult member of the family who was previously unemployed for one or more years;

Whose earned annual income increases during the participation of a family member in any family self-sufficiency or other job training program; or

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

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

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

Qualifying increases are any earned income increases of a family member during participation in an economic self-sufficiency or job training program and may include increases that occur after participation provided the training provides assistance, placement, training or mentoring after the training that leads to employment.

The amount that is subject to the disallowance is the amount of incremental increase in income of a family member. The incremental increase in income is calculated by comparing the amount of the family member's income before the beginning of qualifying employment (baseline) to the amount of such income after the employment.

Initial Twelve-Month Exclusion

During the initial 12-month period beginning on the date a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the SNRHA will exclude from annual income of a qualified family member any increase in income of the family member as a result of employment over the prior income of that family member (baseline).

Second Twelve-Month Exclusion and Phase-in

During the second and final 12-month period after the expiration of the initial 12-month period referred to above, the SNRHA must exclude from Annual Income of a qualified



family member, 50 percent of any increase in income of a family member who is a person with disabilities as a result of employment over the income of that family member prior to the beginning of such employment.

Maximum Two Year Disallowance

The earned income disallowance is limited to a lifetime 24 month period for each family member. For each family member, the disallowance only applies for a maximum of 12 months of full exclusion of incremental increase, and a maximum of 12 months of phase- in exclusion during the 24 month period starting from the date of the initial exclusion.

If the family member discontinues the employment that initially qualified the family for the EID, the 24 calendar month period continues.

The EID benefit is limited to a lifetime of 24 months for the qualifying family member. At the end of the 24 months, the EID ends regardless of how many months were “used”.

Families that currently benefit from the EID, or who became eligible prior to the effective date of changes to the ACOP are eligible to receive the EID benefits for the 24 months over a 48-month period, as was in effect prior to the effective date of this provision.

Applicability to Child Care Expense Deductions

The amount deducted for childcare necessary to permit employment shall not exceed the amount of employment income that is included in annual income. Therefore, for families entitled to the earned income disallowance, the amounts of the earned income that is included in the Annual Income after the application of the earned income disallowance will be used in determining the cap for childcare deduction in the case of the deduction that is allowed due to employment.

Applicability to Disability Expense Deductions

The amount deducted for disability expense deduction that is necessary to permit employment shall not exceed the amount of employment income that is included in Annual Income. Therefore, for families entitled to the earned income disallowance, the amounts of the earned income that is included in the Annual Income after the application of the earned income disallowance will be used in determining the cap for the disability expense deduction.

Applicability to Families that Receive both Child Care Expense and Disability Deductions

The amount deducted for both childcare and disability expense deductions necessary to permit employment shall not exceed the amount of employment income that is included in Annual Income. Therefore, for families entitled to the earned income disallowance, the amounts of the earned income that is included in the Annual Income after the application of the earned income disallowance will be used in determining the cap for childcare deduction and disability expenses combined in the case of the deduction that is allowed due to employment.

Tracking the Earned Income Exclusion

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

*Such documentation will include:



- Date the increase in earned income was reported by the family
- Name of the family member whose earned income increased
- Reason (new employment, participation in job training program, within 6 months after receiving TANF) for the increase in earned income
- Amount of the increase in earned income (amount to be excluded)
- Date the increase in income is first excluded from annual income
- Date the family member has received a total of 12 consecutive months of the initial exclusion of 100%
- Date the 12-month phase-in period began
- Date the family member has received a total of 12 consecutive months of the phase-in exclusion of 50%
- Ending date of the maximum 24 month (two year) disallowance period

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

It is a SNRHA policy decision to conduct an interim reexamination for income increases for the purpose of calculating the earned income disallowance.

Inapplicability to Admission

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

D. INDIVIDUAL SAVINGS ACCOUNTS

The SNRHA chooses not to establish a system of individual savings accounts for families who qualify for the disallowance of earned income.

E. TRAINING PROGRAMS FUNDED BY HUD

All training income from a HUD sponsored or funded training program, whether incremental or not, is excluded from the resident's annual income while the resident is in training. Income from a Resident Services training program, which is funded by HUD, is excluded.

Upon employment with the SNRHA, the full amount of employment income received by the person is counted.

F. AVERAGING INCOME

When annual income cannot be anticipated for a full 12 months, the SNRHA will average known sources of income that vary to compute an annual income.

If there are bonuses or overtime which the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year will be used.

Income from the previous year may be analyzed to determine the amount to anticipate when third-party or check-stub verification is not available.



If by averaging, an estimate can be made for those families whose income fluctuates from month to month; this estimate will be used so that the housing payment will not change from month to month.

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

G. MINIMUM INCOME

There is no minimum income requirement. Families who report zero income or extremely low income are required to complete a written certification every 180 calendar days which will be verified with EIV and all federal, state and local agencies and other sources, as appropriate, including credit checks, to verify income sources. If any increases in income are indicated in any of the above information or other verification at any time, then the family will be reviewed for an interim and the rent will be adjusted accordingly.

Families that report zero or extremely low income will be required to provide information in writing regarding their means of basic subsistence, such as food, utilities, transportation, and other subsistence expenses, in writing. SNRHA will require a print out of utility bills for three months to be submitted at interim evaluations for residents claiming zero or extremely low income.

If the family's expenses exceed their known income, the SNRHA will make inquiry of the head of household as to the nature of the family's accessible resources.

Utility bills provided by the family which show that the utilities are in another person's name will require further investigation as to whether there is an unauthorized member of the household.

Where credit reports show credit accounts open and payments current, SNRHA will take action to investigate the possibility of unreported or underreported income, fraud or program abuse.

The SNRHA will terminate the lease of families for fraud or offer a repayment agreement when documented evidence indicates the family has unreported or underreported income, which includes receiving funds from other parties or individuals that has not been reported. Failure to enter into a repayment agreement and pay the required 25% down payment within the established guidelines shall result in the termination of the lease. Repeating this action will result in termination of the lease.

H. INCOME OF PERSON PERMANENTLY/TEMPORARILY CONFINED TO NURSING HOME

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, the SNRHA will calculate the income by using the following methodology and use the income figure which would result in a lower payment by the family:

Exclude the income of the person permanently confined to the nursing home and give the family no deductions for medical expenses of the confined family member after 180 days or when doctor certification of length of absence is received, whichever



comes first.

If the family member is temporarily confined in a hospital or nursing home, SNRHA will calculate the TTP by:

Including the income of the person temporarily confined to the nursing home and giving the family the medical deductions allowable on behalf of the person in the nursing home, if they are an elderly or disabled family. For the purpose of this section, “temporarily” is defined as no more than 180 days.

I. REGULAR CONTRIBUTIONS AND GIFTS [24 CFR 5.609(a)(7)]

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the tenant share of the rent.

Any contribution or gift received two consecutive months or more frequently will be considered a "regular" contribution or gift, unless the amount is less than \$100 per year. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (See Chapter 7, Verification Procedures, for further definition.)

If the family's expenses exceed its known income, the SNRHA will question the family about contributions and gifts.

J. ALIMONY AND CHILD SUPPORT [24 CFR 5.609(a)(7)]

Regular alimony and child support payments are counted as income for calculation of the family's share of the rental payment.

SNRHA Policy

SNRHA will count court-awarded amounts for alimony and child support unless SNRHA verifies that: (1) the payments are not being made, and (2) the family has made reasonable efforts to collect amounts due, including filing with courts or agencies responsible for enforcing payments [HCV GB, pp. 5-23 and 5-47].

Families who do not have court-awarded alimony and child support awards are not required to seek a court award and are not required to take independent legal action to obtain collection.

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

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

When child support or alimony fluctuates, SNRHA will follow the policy below.



SNRHA Policy

If, by averaging, an estimate can be made for those families whose income fluctuates from month to month; this estimate will be used so as to reduce the number of interim adjustments.

1. SNRHA shall add the total of all payments listed for the past twelve months. The total shall then be considered anticipated income.
2. When verification documents from the DA office indicated no payment for more than 60 days from the date of the printout (upon receipt of verification), no income will be anticipated from child support/alimony. Participants are required to report all changes within 10 calendar days in writing including when child support/alimony is not received and/or starts.

K. LUMP-SUM RECEIPTS [24 CFR 5.609(b)(5), (c)]

Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not included in income but may be included in assets, if the amount has been invested in an allowable asset.

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

In order to determine amount of retroactive tenant rent that the family owes as a result of the lump sum receipt, the SNRHA will calculate retroactively.

Retroactive Calculation Methodology

The SNRHA will go back to the date the lump-sum payment was received, but never further back than the date of admission.

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

At the SNRHA's option, the SNRHA may enter into a Payment Agreement with the family.

The amount owed by the family is a collectible debt even if the family becomes unassisted.

The family's attorney fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered a lump-sum compensation, and the recovery



paid to the family does not include an additional amount in full satisfaction of the attorney fees.

L. CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS

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

While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment.

After retirement or termination of employment, count any amount the employee elects to receive as a lump sum.

M. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

The SNRHA must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. In calculating total assets, the SNRHA will count the difference between the market value and the actual payment received.

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

The SNRHA's minimum threshold for counting assets disposed of for less than Fair Market value is \$5000. If the total value of assets disposed of within the two-year period is less than \$5000, they will not be considered an asset.

N. CHILD CARE EXPENSES

Not reimbursable child care expenses for children under 13 may be deducted from annual income if they enable an adult to work or attend school full time, or to actively seek employment.

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

Child care expenses cannot be allowed as a deduction if there is an adult household member capable of caring for the child who can provide the child care. Examples of those adult members who would be considered *unable* to care for the child include:

The abuser in a documented child abuse situation, or

A person with disabilities or older person unable to take care of a small child, as verified by a reliable knowledgeable source, or

Can provide proof that the adult member is searching for a job (maximum time allowed for search is 10 hours per week.)

An allowable deduction for child care expenses is based on the following guidelines:



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

Amount of Expense: The SNRHA will survey the local care providers in the community and collect data as a guideline. If the hourly rate materially exceeds the guideline, the SNRHA may calculate the allowance using the guideline.

Child Care Verification:

SNRHA will send out via mail to the child care provider a 3rd party verification, which will need to be completed, showing the name, age of children, hours and days watched along with amount charged. Verification is to include provider's license number or tax identification number if they are a licensed agency. Private providers will need to provide a social security number and have the form notarized.

No other form of verification will be accepted but that of the Housing Authority. Secondary verification after attempting orals will be receipts.

O. MEDICAL EXPENSES [24 CFR 5.603]

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

Persons with a Medicare prescription drug plan may be required to pay a premium and this premium will be counted as a medical expense.

Prescriptions not covered by the Medicare prescription drug plan will be counted toward the sum of allowable medical expense.

Nonprescription medicines must be doctor-recommended in order to be considered a medical expense.

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

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

P. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES [24 CFR 5.520]

Applicability



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

A "mixed" family is not eligible to select flat rent at the time of move-in or Annual Recertification.

Prorated Assistance Calculation

Prorated assistance will be calculated by subtracting the total tenant payment from the applicable flat rent for the unit the family occupies to determine the Family Maximum Subsidy. The family's TTP will be calculated by:

Dividing the family maximum subsidy by the number of persons in the family to determine Member Maximum Subsidy.

Multiplying the member maximum subsidy by the number of eligible family members to determine Eligible Subsidy.

Subtracting the amount of eligible subsidy from the applicable flat rent for the unit the family occupies to get the family's revised total tenant payment.

O. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

The SNRHA will not reduce the public housing rent for families whose welfare assistance is reduced specifically because of:

fraud; or

failure to participate in an economic self-sufficiency program; or

noncompliance with a work activities requirement

However, the SNRHA will reduce the rent if the welfare assistance reduction is a result of:
The expiration of a lifetime time limit on receiving benefits; or

A situation where the family has complied with welfare program requirements but cannot or has not obtained employment, such as:

The family has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits.

Verification Before Denying a Request to Reduce Rent

The SNRHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance *before* denying the family's request for rent reduction.



Cooperation Agreements

The SNRHA will attempt to develop a written cooperation agreement in place with the local welfare agency which assists the SNRHA in obtaining the necessary information regarding welfare sanctions.

The SNRHA has taken a proactive approach to culminating an effective working relationship between the SNRHA and the local welfare agency for the purpose of targeting economic self-sufficiency programs throughout the community that are available to public housing residents.

The SNRHA and the local welfare agency have mutually agreed to notify each other of any economic self-sufficiency and/or other appropriate programs or services that would benefit public housing residents.

R. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS

If the cost of utilities (excluding telephone) is not included in the tenant rent, a utility allowance will be deducted from the total tenant payment. The utility allowance is intended to help defray the cost of utilities not included in the rent. The allowances are based on the monthly cost of reasonable consumption utilities in an energy conservative household, *not* on a family's actual consumption.

A survey of utility rate changes applicable to the agency's jurisdiction will be made annually and the *Schedule of Tenant-Paid Utility Allowances* and related services will be periodically adjusted by the agency in accordance with the results of the survey. Utility allowances may be adjusted upward or downward, or remain the same, dependent upon the most recent data regarding overall consumption and rates for the larger community (not just the public housing community).

When the utility allowance exceeds the family's total tenant payment, the SNRHA will provide a utility reimbursement payment for the family each month. The check will be made out directly to the tenant.

Resident-Paid Utilities

The following requirements apply to residents living in developments with resident-paid utilities or applicants being admitted to such developments:

If a resident or applicant is unable to get utilities connected because of a previous balance owed to the utility company, the resident/applicant will not be permitted to move into a unit with resident paid utilities. This may mean that a current resident cannot transfer or that an applicant cannot be admitted.

Paying the utility bill is the resident's obligation under the lease. Failure to pay utilities is grounds for eviction.

S. EXCESS UTILITY PAYMENTS



Residents in units where the SNRHA pays the utilities may be charged for excess utilities if additional appliances or equipment are used in the unit. This charge shall be applied as specified in the lease. [24CFR 966.4(b)(2)]

The SNRHA expects the resident to take every effort to ensure that utility consumption will be reasonable and in compliance with acceptable standards of usage applicable to unit and family size. If use of utilities is determined to be excessive, SNRHA will require payment for the amount of usage that is deemed to be excessive. Excessive utility usage will be determined if the individually metered utility monthly bill exceeds the approved utility allowance for the unit size by 30%. Payment for excessive utility usage will become due and payable on the first day of the second month following the month in which the charges are incurred, except at termination of lease when all charges are considered due and payable. In the case of water bills, usage will be based on the average unit size consumption.

T. FAMILY CHOICE IN RENTS

Authority for Family to Select

The SNRHA shall provide for each family residing in a public housing unit to elect annually whether the rent paid by such family shall be 1) determined based on family income or 2) the flat rent. The SNRHA may not at any time fail to provide both such rent options for any public housing unit owned, assisted or operated by the SNRHA.

Annual choice: The SNRHA shall provide for families residing in public housing units to elect annually whether to pay income-based or flat rent. Except for financial hardship cases, the family may not be offered the rent choice more than once per year.

SNRHA will provide each family the following written information:

- Policy on switching types of rent in circumstances of hardship.
- The dollar amounts of tenant rent for the family under each option.
- If the family chose a flat rent for the previous year, the SNRHA will provide the amount of income-based rent for the subsequent year.
- Only the year the SNRHA conducts an income reexamination or if the family specifically requests it and submits updated income information. For a family that chooses the flat rent option, the SNRHA must conduct a reexamination of family income at least once every three years.
- The flat rent is based on the fair market rent. The SNRHA records must show how the SNRHA determines flat rents in accordance with its method and document flat rents offered to families.
- The SNRHA will not pay a utility reimbursement for a family that has chosen to pay a flat rent.
- For families paying income-based rent, SNRHA may choose to pay utility reimbursements either to the family, or directly to the utility supplier. If the PHA



elects to pay the utility supplier, the SNRHA must first notify the family of the amount of utility reimbursement paid to the supplier.

- A “mixed” family is not eligible to select flat rent at the time of move-in or Annual Recertification.

Allowable Rent Structures

Flat Rents

SNRHA has established, for each dwelling unit in public housing, a flat rental amount for the dwelling unit, which:

Is based on an amount no less than 80% of the applicable FMR established under 8 (c) of the U.S. Housing Act of 1937, in accordance with HUD Notice PIH 2014-07.

SNRHA shall review the income of families paying flat rent not less than once every three years.

Income-Based Rents

The monthly total tenant payment amount for a family shall be an amount, as verified by the SNRHA that does not exceed the greatest of the following amounts:

30 percent of the family’s monthly adjusted income;

10 percent of the family’s monthly income; or

The SNRHA's minimum TTP of \$50.00.

Switching Rent Determination Methods Because of Hardship Circumstances

In the case of a family that has elected to pay the SNRHA’s flat rent, the SNRHA shall immediately provide for the family to pay rent in the amount determined under income- based rent, during the period for which such choice was made, upon a determination that the family is unable to pay the flat rent because of financial hardship, including:

Situations in which the income of the family has decreased because of changed circumstances, loss of or reduction of employment, death in the family, and reduction in or loss of income of other assistance;

An increase, because of changed circumstances, in the family’s expenses for medical costs, child care, transportation, education, or similar items; and

Such other situations as may be determined by the SNRHA.

All Hardship situations will be verified.

The rental policy developed by SNRHA encourages and rewards employment and self-sufficiency.

Annual Reexamination



Within 120 days in advance of the annual reexamination, the family will be sent a form from SNRHA, on which the family will indicate whether they choose flat rent or income-based rent. The SNRHA form will state what the flat rent would be, and an estimate, based on current information, what the family's income-based rent would be.

If the family indicates they choose flat rent, the form will be retained in the tenant file.

If the family indicates they choose income-based rent, a reexamination appointment will be scheduled according to SNRHA policy.

U. SNRHA'S FLAT RENT METHODOLOGY

SNRHA has set a flat rent for each bedroom size within the SNRHA's public housing inventory, based on an amount no less than 80% of the applicable FMR established under 8 (c) of the U.S. Housing Act of 1937, in accordance with HUD Notice PIH 2014-07 minus the utility allowance.

Otto Merida and Vera Johnson "A" Maximum Rent Methodology

Otto Merida and Vera Johnson "A" developments have both Low Income Housing Tax Credits ("LIHTC") and public housing residents.

Instead of flat rents, these properties utilize maximum rents. The maximum rents are determined by HUD's income/rent limits that are published annually. The annual changes in utility allowance also affect the rents. The max rent units are not set based upon the tenant's actual income but upon the area median income (AMI). The percentage of the AMI utilized depends on the type of unit the resident rents. For Otto Merida, the set asides are 30%, 45% and 60% AMI units. Vera Johnson "A" has 30%, 35%, 45% and 50% AMI units. The set aside identifies each residential unit that must be rent restricted as well as the maximum annual income for residents in these units.

The utility allowances are furnished from SNRHA annually to these properties. The utility allowance costs are the cost associated with normal household usage. Please note, cable and telephone services are excluded from the utility allowance calculation.



Chapter 7

VERIFICATION

[24 CFR Parts 5.617. 24 CFR 960.206]

INTRODUCTION

SNRHA must verify all information that is used to establish the family's eligibility and level of assistance and is required to obtain the family's consent to collect the information. Applicants and program participants must cooperate with the verification process as a condition of receiving assistance. SNRHA must not pass on the cost of verification to the family.

SNRHA will follow the verification guidance provided by HUD in PIH Notice 2013-04 Verification Guidance and any subsequent guidance issued by HUD. This chapter summarizes those requirements and provides supplementary SNRHA policies.

Part I describes the general verification process. More detailed requirements related to individual factors are provided in subsequent parts including family information (Part II), income and assets (Part III), and mandatory deductions (Part IV).

Verification policies, rules and procedures will be modified as needed to accommodate persons with disabilities. All information obtained through the verification process will be handled in accordance with the records management policies of SNRHA.

PART I: GENERAL VERIFICATION REQUIREMENTS

I.A. FAMILY CONSENT TO RELEASE OF INFORMATION

The family must supply any information that SNRHA or HUD determines is necessary to the administration of the program and must consent to SNRHA verification of that information

Consent Forms

It is required that all adult applicants and participants sign form HUD-9886, Authorization for Release of Information. The purpose of form HUD-9886 is to facilitate automated data collection and computer matching from specific sources and provides the family's consent only for the specific purposes listed on the form. HUD and SNRHA may collect information from State Wage Information Collection Agencies (SWICAs) and current and former employers of adult family members. Only HUD is authorized to collect information directly from the Internal Revenue Service (IRS) and the Social Security Administration (SSA). Adult family members must sign other consent forms as needed to collect information relevant to the family's eligibility and level of assistance.

The family will be required to complete SNRHA release of information, in addition to the Debts Owed (HUD 52675) and HUD 92006

Penalties for Failing to Consent

If any family member who is required to sign a consent form fails to do so, SNRHA will deny admission to applicants and terminate assistance of participants. The family may request an informal review (applicants) or informal hearing (participants) in accordance with SNRHA



procedures.

I.B. OVERVIEW OF VERIFICATION

REQUIREMENTS HUD's Verification Hierarchy

HUD authorizes SNRHA to use six methods to verify family information and specifies the circumstances in which each method will be used. In general HUD requires SNRHA to use the most reliable form of verification that is available and to document the reasons when SNRHA uses a lesser form of verification.

SNRHA Policy

Upfront Income Verification (UIV): The verification of income at admission or before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals. HUD's **Enterprise Income Verification System (EIV)** is considered to be this method. This is currently not available for applicants.

NOTICE: PIH-2013-04 (HA) Guidance on Verification of Excluded Income.

Purpose:

This notice provides clarification and guidance on the verification requirements of income excluded from the

SNRHA Public Housing Program in an effort to reduce administrative burden, will utilize the provision in the HUD Notice PIH-2013-04 as follows:

HUD has provided two categories of excluded income: fully excluded and partially excluded. Each category has different verification requirement.

Fully Excluded Income:

Income that is fully excluded means the entire amount qualifies to be excluded from the annual income determination. For fully excluded income, SNRHA is **not required** to:

- Verify the income in accordance with the HUD-prescribed verification hierarchy;
- Document in the tenant file why third-party verification was not available as required by 24 CFR 960.259(c)(i) and 24 CFR 982.516(a)(2); and
- Report the income in Section 7 of the form HUD-50058.

SNRHA may accept an applicant or participant's self-certification as verification of fully excluded income. SNRHA's application and reexamination documentation, which is signed by all adult family members, may serve as the self-certification of the fully excluded income.

SNRHA has the option of elevating the verification requirements if necessary, to determine if a source of income qualifies for a full exclusion.

Examples of common fully excluded income categories that are verifiable through applicant or participant self-certification are:

- Supplemental Nutrition Assistance Program (SNAP) benefits, formerly known as food stamps.
- Income from a live-in aide.



For a complete list of income exclusions, see 24 CFR 5.609(c).

Income Exclusion under Temporary Census Employment

Pursuant to Section 24 CFR 5.609 (c) (9), temporary non-recurring and sporadic income is not included when determining a family's annual income. Under this exclusion, SNRHA will exclude temporary income payments from the U.S. Census Bureau, defined as employment lasting no longer than one hundred eighty days per year and not culminating in permanent employment.

5. Partially Excluded Income:

Income that is partially excluded means that only a certain portion of the income reported by the family qualifies to be excluded, while the remainder must be included when determining the family's annual income.

For partially excluded income, SNRHA is required to:

- Comply with HUD-prescribed verification requirements and all applicable regulations pertaining to
- the determination of annual income; and
- Report the income in Section 7 of the form HUD-50058.
- Examples of partially excluded income that are subject to regular verification requirements include:
- The Department of Veterans Affairs "Aid and Attendance" benefits – in accordance with 24 CFR 5.609(c)(4), these benefits may be excluded from income if they are used "specifically for, or in reimbursement of, the cost of medical expenses for any family member." Live-in or periodic medical assistance and services of doctors and health care professionals are among the services that may be counted as medical expenses. SNRHA must verify the amount provided for aid and attendance medical expenses and the amount actually being used by the veteran for such expenses.

Any portion of the benefit not used for such expenses would continue to be counted as income by SNRHA when determining the family's annual income.

- Earnings in excess of \$480 for full-time students 18 years old or older (24 CFR 5.609(c)(11) – in order to determine the amount of earnings to include in the calculation of the family's annual income, SNRHA must verify the amount of employment income for these family members.

The Verification Hierarchy. SNRHA shall begin with the highest level of verification Techniques. PHAs are required to access the EIV system and obtain an Income Report for each household. SNRHA shall maintain the Income Report in the tenant file along with the form HUD-50058 and other supporting documentation to support income and rent determinations for all mandatory annual reexaminations of family income and composition.

If the Income Report does not contain any employment and income information for the family, SNRHA shall attempt the next lower level verification technique, as noted in the below:



Level	Verification Technique	Ranking
6	Upfront Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) System and the Income Validation Tool (IVT) (not available for income	Highest (Mandatory)
5	Upfront Income Verification (UIV) using non-HUD system	Highest (Optional)
4	Written third-party Verification	High (Mandatory to supplement EIV-reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory when tenant disputes EIV reported employment and income information and is unable to provide acceptable documentation to support dispute)
3	Written Third-party Verification Form	Medium-Low (Mandatory if written third-party verification documents are not available or rejected by the PHA; and when the applicant or tenant is unable to provide acceptable documentation)
2	Oral Third-party Verification	Low (Mandatory if written third-party verification is not available)
1	Tenant Declaration	Low (Use as a last resort when unable to obtain any type of third-party verification)

Verification Technique Definitions

Third-party Verification Techniques

Upfront Income Verification (UIV) (Level 6/5): The verification of income before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a number of individuals.



It should be noted that the EIV system is available to all PHAs as a UIV technique. PHAs are encouraged to continue using other non-HUD UIV tools, such as The Work Number (an automated verification system) and state government databases, to validate tenant-reported income.

Written Third-party Verification (Level 4): An original or authentic document generated by a third-party source dated either within the 60-day period preceding the reexamination or PHA request date. Such documentation may be in the possession of the tenant (or applicant), and is commonly referred to as tenant-provided documents. It is the Department's position that such tenant-provided documents are written third-party verification since these documents originated from a third-party source. The PHA may, at its discretion, reject any tenant-provided documents and follow up directly with the source to obtain necessary verification of information.

Examples of acceptable tenant-provided documentation (generated by a third-party source) include, but are not limited to: pay stubs, payroll summary report, employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices. Current acceptable tenant-provided documents must be used for income and rent determinations.

SNRHA shall require two current and consecutive pay stubs for determining annual income from wages. For new income sources, two pay stubs shall be required that are consecutive or a new hire letter with date of hire, wages and hours. The PHA should project income based on the information from a traditional written third-party verification form or the best available information.

Note: Documents older than 60 days (from the PHA interview/determination or request date) is acceptable for confirming effective dates of income.

Written Third-party Verification Form (Level 3): Also, known as traditional third-party verification; A standardized form to collect information from a third-party source. The form is completed by the third-party by hand (in writing or typeset). PHAs send the form directly to the third-party source by mail, fax, or email.

It is the Department's position that the administrative burden and risk associated with use of the traditional third-party verification form may be reduced by PHAs relying on acceptable documents that are generated by a third-party, but in the possession of and provided by the tenant (or applicant). Many documents in the possession of the tenant are derived from third-party sources (i.e. employers, federal, state and/or local agencies, banks, etc.).

The Department recognizes that third-party verification request forms sent to third-party sources often are not returned. In other instances, the person who completes the verification form may provide incomplete information; or some tenants may collude with the third-party source to provide false information; or the tenant intercepts the form and



provides false information.

The Department requires PHAs to rely on documents that originate from a third-party source's computerized system and/or database, as this process reduces the likelihood of incorrect or falsified information being provided on the third-party verification request form. The use of acceptable tenant-provided documents, which originate from a third-party source, will improve the integrity of information used to determine a family's income and rent and ultimately reduce improper subsidy payments. This verification process will also streamline the income verification process.

Oral Third-Party Verification (Level 2): Independent verification of information by contacting the individual income/expense source(s), as identified through the UIV technique or identified by the family, via telephone or in-person visit. PHA staff should document in the tenant file, the date and time of the telephone call (or visit to the third-party), the name of the person contacted and telephone number, along with the confirmed information.

This verification method is commonly used in the event that the independent source does not respond to the PHA's faxed, mailed, or e-mailed request for information in a reasonable time frame, i.e., ten (10) business days.

Non-Third-Party Verification Technique - Tenant Declaration (Level 1): The tenant submits an affidavit or notarized statement of reported income and/or expenses to the PHA. This verification method should be used as a last resort when the PHA has not been successful in obtaining information via all other verification techniques. When the PHA relies on tenant declaration, the PHA must document in the tenant file why third-party verification was not available.

Exceptions to Third-party Verification Requirements

HUD is aware that in some situations, third-party verification is not available for a variety of reasons. Oftentimes, the PHA may have made numerous attempts to obtain the required verifications with no success, or it may not be cost effective to obtain third-party verification of income, assets, or expenses, when the impact on total tenant payment is minimal. In these cases, the PHA is **required to document in the family file the reason(s) why third-party verification was not available.**

The exception to third-party verification can be found at 24 CFR §960.259(c)(1) and §982.516(a)(2), which states, "The PHA must obtain and document in the family file third-party verification of the following factors, **or must document in the file why third-party verification was not available.**"

Third-party verification requirements. In accordance with 24 CFR §960.259(c)(1) and 24 CFR §982.516(a)(2) for the Public Housing and the HCV programs, respectively, the PHA must obtain and document in the tenant file third-party verification of the following factors, or must document in the tenant file why third-party verification was not available: (i) reported family annual income; (ii) the value of assets; (iii) expenses related to deductions from annual income; and (iv) other factors that affect the determination of adjusted income.



How to comply with and reduce administrative burden of third-party verification requirements of family annual income . PHAs can comply with and reduce administrative burden of third-party verification requirements for employment, wage, and unemployment compensation and social security benefits, and any other information that is verifiable using EIV by:

- a) Reviewing the EIV Income Report to confirm/validate tenant-reported income; and;
- b) Printing and maintaining an EIV Income Report (or an EIV Individual Control Number (ICN) page for interim reexaminations as prescribed in Section 12 of this Notice) in the tenant file; and
- c) Obtaining current acceptable tenant-provided documentation to supplement EIV information; and
- d) Using current tenant-provided documentation and/or third-party verification to calculate annual income.

Note: Social Security benefit information in EIV is updated every three months. If the tenant agrees with the EIV-reported benefit information, PHAs do not need to obtain or request a benefit verification letter from the tenant. See PIH Notice 2010-03 for guidance on verifying Social Security benefit income through the EIV system.

The PHA may also reduce the administrative burden of obtaining third-party verification by relying on acceptable documents that are generated by a third-party, but provided by the tenant. Many documents in the possession of the tenant are derived from third-party sources (i.e. employers, federal, state and/or local agencies, banks, etc.).

When the PHA is required to request written third-party verification

The PHA must request written third-party verification under the following circumstances:

- a. When the tenant disputes the EIV information and is unable to provide acceptable documentation to support his/her dispute
- b. When the PHA requires additional information that is not available in EIV and /or the tenant is unable to provide the PHA with current acceptable tenant-provided documentation. Examples of additional information, includes but is not limited to:
 - i. Effective dates of income (i.e. employment, unemployment compensation, or social security benefits)
 - ii. For new employment: pay rate, number of hours worked per week, pay frequency, etc.
 - iii. Confirmation of change in circumstances (i.e. reduced hours, reduced rate of pay, temporary leave of absence, etc.)

Note: 24 CFR §5.236(a), prohibits PHAs from taking adverse action based solely on EIV

File Documentation

Type of file documentation required to demonstrate SNRHA compliance with mandated use of



EIV as a third-party source to verify tenant employment and income information (24 CFR 5.233(a)(2)(i)).

For each new admission (form HUD-50058 action type 1), the SNRHA is required to do the following:

- a. Review the EIV Income Report to confirm/validate family-reported income within 120 days of PIC submission date; and
- b. Print and maintain a copy of the EIV Income Report in the tenant file; and
- c. Resolve any income discrepancy with the family within 60 days of the EIV Income Report date.

For each historical adjustment (form HUD-50058 action type 14), the SNRHA is required to do the following:

- a. Review the EIV Report to confirm/validate family-reported income within 120 days of the PIC submission date; and
- b. Print and maintain a copy of the EIV Income Report in the tenant file; and
- c. Resolve any income discrepancy with the family within 60 days of the EIV Income Report date.

For each interim reexamination (form HUD-50058 action type 3) of family income and composition, the SNRHA is required to have the following documentation in the tenant file: ICN Page when there is no household income discrepancy noted on the household's Income Discrepancy Report tab or Income Discrepancy Report. (PHA's have the discretion to print the EIV Income report, however, only the ICN page is required.)

Requirements for Acceptable Documents

SNRHA Policy

Any documents used for verification must be the original (not photocopies) and generally must be dated within 60 calendar days of the date they are provided to SNRHA. The documents must not be damaged, altered or in any way illegible. All tenant supplied documents should be dated no more than 60 days before the effective date of the family's reexamination or SNRHA's request date, if the document represents the most recent scheduled report from a source. For example, if the holder of a pension annuity provides semi-annual reports, SNRHA would accept the most recent report.

Print-outs from web pages are considered original documents.

Pay stubs which must be current and consecutive when used with EIV and must not be older than 60 days from the request date or 60 days prior to the annual recertification effective date. Four consecutive pay stubs will be required when using EIV for annuals and two for new hire verifications..

Examples of acceptable tenant-provided documentation (generated by a third-party source) include, but are not limited to: pay stubs, payroll summary reports, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices, bank statements, and local agencies, employer letter/notices. Current acceptable tenant-provided documents must be used for income and rent determinations. SNRHA is required to



obtain a minimum of two pay stubs for determining annual income from wages. For new income sources or when two pay stubs are not available, the PHA should project income based on the information from a traditional written third-party verification form or the best available information.

Note: Documents that are older than 60 days (from the date SNRHA interview/determination or request date) is acceptable for confirming effective dates of income.

SNRHA staff member who views the original document must make a photocopy. Any family self-certifications must be made in a format acceptable to SNRHA and must be signed in the presence of a SNRHA representative or SNRHA notary public.

File Documentation

SNRHA must document in the file how the figures used in income and rent calculations were determined. All verification attempts, information obtained, and decisions reached during the verification process will be recorded in the family's file in sufficient detail to demonstrate that SNRHA has followed all of the verification policies set forth in this plan. The record should be sufficient to enable a staff member or HUD reviewer to understand the process followed and conclusions reached.

SNRHA Policy

SNRHA will document, in the family file the following:

- Reported family annual income
- Value of assets
- Expenses related to deductions from annual income
- Other factors influencing the adjusted income or income-based rent determination

When SNRHA is unable to obtain 3rd party verification, SNRHA will document in the family file the reason that third-party verification was not available (including oral verification attempt) and will place a photocopy of any original document(s) in the family file. [24 CFR 960.259(c)(1); VG, p.15]

Special Verification Processes:

HUD NOTICE PIH 2013-03 (HA):

Purpose: "This Notice establishes temporary guidelines for public housing agencies (SNRHA) in fulfilling certain Public Housing (PH) and Housing Choice Voucher (HCV) program requirements during this period of decreased resources available to SNRHA. These guidelines are intended to facilitate the ability of SNRHA to continue, without interruption and with minimal burden, the delivery of rental assistance to eligible families in their communities. The temporary provisions established by this Notice will be available to SNRHA until March 31, 2014. The economic downturn that commenced in 2008 and which continues has only increased the need for housing assistance. Increased demand for housing assistance without corresponding increased resources strains the operations of SNRHA, and jeopardizes their ability to assist



families at a time when families most need housing assistance. Increasing administrative flexibility should allow SNRHA to deliver rental assistance more efficiently and expeditiously. Reduction of administrative burden is anticipated to allow SNRHA to better manage their programs within current allocated budget authority. The temporary guidelines are also designed to increase efficiencies, minimizing the use of resources for program administration. HUD intends to pursue more permanent changes to increase flexibility and reduce administrative burden and will be informed by SNRHA's use of the temporary compliance provisions of this Notice." PIH Notice 2013-3

In accordance with HUD Notice PIH 2013-3, SNRHA Public Housing Occupancy department shall process tenant income verification as follows:

SNRHA, Public Housing Operations may choose to use either actual past income or projected future income. Currently, annual income includes income that is anticipated to be received from a source outside the family during the 12-month period following the effective date of admission or annual reexamination. The Notice provides SNRHA with the option of determining annual income based on past actual income received or earned within the last 12 months.

For the purpose of verifying income reported in HUD's Enterprise Income Verification (EIV) system, SNRHA may choose to use actual past income by utilizing the most recent 12 months of income information available in EIV. Because this EIV report will give actual earnings data verified by a third-party, the program participant will no longer be required to provide third-party documentation (e.g., paystubs, payroll summary report, unemployment monetary benefit notice).

If there has been a change in circumstances for a tenant, or a tenant disputes the EIV reported income information and is unable to provide acceptable documentation to resolve the dispute, SNRHA must request written third-party verification. For example, if a program participant lost his/her job, changed jobs, or reduced their hours in the months subsequent to the time period covered in EIV, SNRHA must use, at the participant's request, the more recent income information verified by participant provided third-party documentation (e.g., paystubs, payroll summary report, unemployment monetary benefit notice) or through written third-party verification, which reflects the new or current work circumstance.

SNRHA must continue to verify income from sources not available in EIV. However, SNRHA must use the same time period for both wage and non-wage income. For example, if SNRHA uses EIV information from July 2011 to June 2012 for the purpose of verifying income from wages, SNRHA must use the same time period for any non-wage income. This method may only be used if SNRHA is able to align other non-wage income source dates with EIV.

Allow households to self-certify as to having assets of less than \$5,000.

Tenants with assets below \$5,000 typically generate minimal income from these assets which results in small changes to tenant rental payments. However, SNRHA spend significant time verifying such assets which strains SNRHA budgets, and leads to increased staff errors. The notice has made provisions intended to simplify the requirements associated with determining a participant's annual income (24 CFR 5.609(b)(3), 982.516(a)(2)(ii), 960.259(c)).

Families with assets are required to report all assets annually. The amount of interest earned on



those assets is included as income used to calculate the tenant's rent obligation. Currently, where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate. This Notice allows a SNRHA to accept a family's declaration of the amount of assets of less than \$5,000, and the amount of income expected to be received from those assets.

SNRHA's application and reexamination documentation, which is signed by all adult family members, can serve as the declaration. Where the family has net family assets equal to or less than \$5000, SNRHA does not need to request supporting documentation (e.g. bank statements) from the family to confirm the assets or the amount of income expected to be received from those assets. Where the family has net family assets in excess of \$5000, SNRHA must obtain supporting documentation (e.g. bank statements) from the family to confirm the assets. Any assets will continue to be reported on HUD Form 50058.

I.C. UP-FRONT INCOME VERIFICATION (UIV)

HUD strongly recommends the use of up-front income verification (UIV). UIV is "the verification of income, before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals" [VG, p. 7]. UIV includes the HUD EIV system and other upfront verification tools such as the Work Number.

HUD allows SNRHA to use the EIV information in conjunction with family-provided documents to anticipate income.

SNRHA Policy

SNRHA will inform all applicants and participants of its use of the following UIV resources during the admission and reexamination process:

HUD's Enterprise Income Verification System (EIV)

SNRHA must restrict access to and safeguard UIV data in accordance with HUD guidance on security procedures, as issued and made available by HUD.

There may be legitimate differences between the information provided by the family and EIV-generated information. No adverse action can be taken against a family until SNRHA has independently verified the EIV information and the family has been granted an opportunity to contest any adverse findings through the informal review/hearing process of SNRHA.

Use of HUD's Enterprise Income Verification (EIV) System

HUD's EIV system contains data showing earned income, unemployment benefits, Social Security and SSI benefits for participant families. HUD requires SNRHA to use the EIV system when available. The following policies will apply when SNRHA has access to HUD's EIV system.

The EIV system contains two main components: tenant income data reports and "exceeds threshold" reports.



Tenant Income Data (TID) Reports (EIV)

The data shown on TID reports is updated quarterly. Data may be between 3 and 6 months old at the time reports are generated.

SNRHA Policy

SNRHA will obtain EIV reports for annual reexaminations on a monthly basis. SNRHA shall also obtain EIV reports for interims. Reports will be generated as part of the regular reexamination process.

EIV reports will be compared to family-provided information as part of the annual reexamination process. EIV reports may also be used to meet the regulatory requirement for third-party verification, as described above. Policies for resolving discrepancies between EIV reports and family-provided information will be resolved as described in Chapter 5.I.D. and in this chapter.

EIV reports will be retained in participant's files with the applicable annual or interim reexamination documents.

When SNRHA determines through EIV reports and third-party verification that a family has concealed or under-reported income, corrective action will be taken pursuant to the policies in the Chapter Program Integrity.

Income Discrepancy Resolution

SNRHA shall reconcile income discrepancies.

SNRHA Policy

SNRHA shall proceed as follows:

SNRHA shall identify underreported income and/or unreported income sources; No adverse action may be taken based **solely** on EIV data. In order to protect any individual whose records are being used in a matching program, no recipient agency, non-Federal agency, or source agency may suspend, terminate, reduce or make a final denial of any financial assistance or payment under a Federal Benefit program to such individual, as a result of information produced by such matching program, until the agency has independently verified the information;

Review current and historical 50058s;

Verify effective dates of new and terminated income sources;

Discuss the income discrepancy with the tenant;

View past and current interim and annual recertification documents in the tenant's file;

Obtain additional documents from the tenant and/or third-party (if necessary);



Obtain Social Security Earnings Statement (SSA Form 7004) for historical wage earnings (Form available on HUD's website) for retroactive rent calculations.

EIV Identity Verification

The EIV system verifies tenant identities against SSA records. These records are compared to PIC data for a match on Social Security number, name, and date of birth.

When identity verification for a participant fails, a message will be displayed within the EIV system and no income information will be displayed.

SNRHA Policy

SNRHA will identify participants whose identity verification has failed as part of the annual reexamination process.

SNRHA will attempt to resolve PIC/SSA discrepancies by reviewing file documents. When SNRHA determines that discrepancies exist due to SNRHA errors such as spelling errors or incorrect birth dates, the errors will be corrected promptly and correction transmitted to HUD.

I.D. THIRD-PARTY WRITTEN AND ORAL VERIFICATION

Reasonable Effort and Timing

Unless third-party verification is not required as described herein, HUD requires SNRHA to make an attempt to obtain third-party verification before using another form of verification [VG, p. 15].

SNRHA Policy

SNRHA will diligently seek third-party verification using the chart above as guideline for order of verifications. If written 3rd party is required and is not received or available by the client, after 10 calendar days, staff will then attempt an oral verification if the written third-party is not received. File narratives shall be documented whenever UIV or third-party written is not used. Information received orally from third parties may be used either to clarify information provided in writing by the third-party or as independent verification when written third-party verification is not received in a timely fashion.

SNRHA may mail, fax, or e-mail third-party written verification requests and will accept third-party responses using any of these methods. SNRHA will send a written request for verification to each required source within 5 business days of securing a family's authorization for the release of the information and give the source 10 calendar days to respond in writing. If a response has not been received by the 11th business day, SNRHA will request third-party oral verification.

SNRHA will make a minimum of two attempts, (one written and one oral, if needed) to obtain third-party verification. A record of each attempt to contact the third-party source (including no-answer calls) and all contacts with the source will be documented in the file. Regarding third-party oral verification, SNRHA staff will record in the family's file the name and title of the person contacted, the date of the conversation (or attempt), the telephone number used, and the



facts provided.

When any source responds verbally to the initial written request for verification SNRHA will accept the verbal response as oral verification but will also request that the source complete and return any verification forms that were provided.

Third-Party Written Verification

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

Verifications received electronically directly from the source as well as items as noted above in the Chart(Including those provided directly from a clients) are considered third-party written verifications.

SNRHA Policy

SNRHA will accept verifications in the form of computerized printouts, showing payments, faxed, mailed or received via upfront verification systems directly from the following agencies:

- Social Security Administration - EIV
- Veterans Administration
- Welfare Assistance
- Unemployment Compensation Board
- City or County Courts
- Other State and Federal Offices, including HUD

SNRHA will use computer printouts as well as other acceptable forms of third-party verification that do not appear as altered and are on a business or other entity's letterhead, received directly from the family for calculation family's income. Staff must attempt third-party verification when EIV nor family provided acceptable documentation is not available. If no response, then staff must attempt oral verifications and must document on the file narrative why third-party was not used and complete an oral verification form. If the family disputes the information provided by the third-party, the staff is to seek further clarification by phone with the third-party. The information provided by the 3rd party is to prevail.

Third-Party Oral Verification

SNRHA Policy

Oral third-party verification will be used when written third-party verification is delayed; not returned within 10 calendar days or not possible. When third-party oral verification is used, staff will be required to complete an Oral Verification/Review of Documents form, noting with whom they spoke, the date of the conversation, and the facts provided. If oral third-party verification is not available, SNRHA will document the file narrative and utilize documents



provided by the participant. If the oral is provided by telephone, SNRHA must originate the call.

Review of Documents

SNRHA Policy

In the event that third-party written is not returned within 10 calendar days or oral verification is unavailable, or the information has not been verified by the third-party within 10 calendar days, SNRHA will notate the file narrative accordingly; ensure copies of documents requiring the third-party verification are in file. Oral third-party verification should be attempted prior to utilizing documents provided by the family as the primary source if the documents provide complete information and the file narrative must be documented.

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 an Oral Verification/Review of Documents form.

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

- Printed wage stubs
- Computer printouts from the employer
- Employer's letters and wage printouts
- Bank Statements
- Award Letters
- Pension Letters
- Signed letters (provided that the information is confirmed by phone)
- Other documents noted in this Chapter as acceptable verification

Although these documents will be accepted, SNRHA will also mail third-party verifications to the source; attempt upfront verification and use these documents only after there has been no response to the third-party verification method.

SNRHA will accept faxed documents.

SNRHA will accept mail from the third-party source.

SNRHA will accept hand carried documents from clients as long as they do not appear as altered and provide required documentation regarding wages.

SNRHA will not accept photocopies.

If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, SNRHA will attempt to contact the verification provider by telephone to resolve the discrepancy. If the attempt to resolve the discrepancy by telephone is unsuccessful, SNRHA will use the third-party verification.

SNRHA will not delay the processing of an application beyond 30 calendar days, except due to screening for criminal history, because a third-party information provider does not return



the verification in a timely manner. The next steps in the verification process shall be attempted after 10 calendar days, unless the family has been given an extension.

Self-Certification/Self-Declaration

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

SNRHA Policy

Self-certification means an affidavit or notarized statement under penalty of perjury, and the signature on the affidavit must be witnessed by SNRHA staff. When SNRHA relies on tenant certification/self-declaration, SNRHA staff must document in the tenant file why third-party verification was not available.

When Third-Party Information is Late

When third-party verification has been requested and the timeframes for submission have been exceeded, SNRHA will use the information from documents on a provisional basis.

SNRHA Policy

If SNRHA later receives third-party verification that differs from the amounts used in income and rent determinations and it is past the deadline for processing the reexamination, SNRHA will conduct an interim reexamination to adjust the figures used for the reexamination, regardless of SNRHA's interim reexamination policy, if needed.

When Third-Party Verification is not Required

Primary Documents

Third-party verification is not required when legal documents are the primary source, such as a birth certificate or other legal documentation of birth and for verification of checking/saving accounts.

Certain Assets and Expenses

SNRHA will accept a self-certification from a family as verification of assets disposed of for less than fair market value.

SNRHA will determine that third-party verification is not available if the asset or expense involves an insignificant amount, making it not cost-effective or reasonable to obtain third-party verification .

SNRHA Policy

SNRHA will use review of documents in lieu of requesting third-party verification when the market value of an individual asset or an expense is less than \$5,000 annually **and** the family has original documents that support the declared amount.

Certain Income, Asset and Expense Sources

SNRHA will determine that third-party verification is not available when it is known that an income source does not have the ability to provide written or oral third-party verification. For



example, SNRHA will rely upon review of documents when SNRHA determines that a third-party's privacy rules prohibit the source from disclosing information.

SNRHA Policy

SNRHA also will determine that third-party verification is not available when there is a service charge for verifying an asset or expense *and* the family has original documents that provide the necessary information.

If the family cannot provide original documents, SNRHA will pay the service charge required to obtain third-party verification, unless it is not cost effective in which case a self-certification will be acceptable as the only means of verification. The cost of verification will not be passed on to the family.

The cost of postage and envelopes to obtain third-party verification of income, assets, and expenses is not an unreasonable cost.

RELEASE OF INFORMATION

Adult family members (age 18 and older) will be required to sign the HUD 9886 Release of Information/Privacy Act form. In addition, family members will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886, Authorization for Release of Information/Privacy Act Notice. Additional release forms as developed by SNRHA are considered required forms that all applicants and participants must sign.

Each member requested to consent to the release of specific information will be provided with appropriate forms for their review and signature.

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

COMPUTER MATCHING

Where allowed by HUD and/or other State or local agencies, computer matching will be done for upfront verifications.

SNRHA Policy

SNRHA will utilize the HUD established computer-based Tenant Eligibility Verification System (EIV) for obtaining Social Security benefits, Supplemental Security Income benefit history and tenant income discrepancy reports from the Social Security Administration. Additionally, to the extent possible, SNRHA will use the UIV systems to obtain upfront verification of wages and Child Support data systems for verification of child support when available.

When computer matching results in a discrepancy with information in SNRHA records, SNRHA will follow up with the family and verification sources to resolve this discrepancy. If the family has unreported or underreported income, SNRHA will follow the procedures in the Program Integrity Addendum of the Admissions and Continued Occupancy Policy.



ITEMS TO BE VERIFIED

All income not specifically excluded by the regulations.

Full-time student status including High School students who are 18 or over.

Current assets including assets disposed of for less than fair market value in preceding two years. Child care expense where it allows an adult family member to be employed, search for employment, or to further his/her education.

Total un-reimbursed medical expenses of all family members in households whose head or spouse is elderly or disabled.

Un-reimbursed disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus for a disabled member of the family that allows an *adult* family member to be employed.

Disability for determination of preferences, allowances, or deductions.

Eligible immigrant status

Social Security Numbers for all family members who have been issued a social security number.

"Preference" status

Familial/Marital status when needed for head or spouse definition to determine deductions.

Need for reasonable accommodations

Verification of sanctions by the Nevada Office of Human Services that TANF benefits have been reduced for either welfare fraud or failure to comply with economic self-sufficiency requirements.

SNRHA Policy

SNRHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance with economic self-sufficiency requirements *before* denying the family's request for rent reduction. The verification will include the amount of the sanction and the duration.

VERIFICATION GUIDANCE [24 CFR 982.516]

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

Employment Income

SNRHA Policy

Verification forms request the employer to specify:

The Dates of employment



Amount and frequency of pay

Date of the last pay increase

Likelihood of change of employment status and effective date of any known salary increase during the next 12 months

Year to date earnings

Estimated income from overtime, tips, bonus pay expected during next 12 months

Acceptable methods of verification include, in this order:

1. EIV with a minimum of 2 consecutive paystubs.
2. Third-party written verification
Employment verification form completed by the employer
3. Oral third-party
4. Review of documents
Check stubs or earning statements, which indicate the employee's gross pay, frequency of pay or year to date earnings. At least four (4) consecutive pay stubs are required when third-party verification cannot be obtained.
5. W-2 forms and IRS Form 4506-T release
6. Self-certifications may be used for verifying self-employment income, or income from tips and other gratuities.

In cases where there are questions about the validity of information provided by the family, SNRHA will require the most recent federal income tax statements to be obtained via use of IRS Form 4506-T.

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

SNRHA Policy

Acceptable methods of verification include, in this order:

1. EIV
2. Benefit verification form completed by agency providing the benefits.
3. Award or benefit notification letters prepared and signed by the providing agency that is no more than 60 days old.

Unemployment Compensation

SNRHA Policy

Acceptable methods of verification include, in this order:

1. EIV
2. Verification form completed by the unemployment compensation agency.



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

Welfare Payments or General Assistance

SNRHA Policy

Acceptable methods of verification include, in this order:

1. Written statement from payment provider indicating the amount of grant/payment, start date of payments, family members, and anticipated changes in payment in the next 12 months.
2. Computer-generated Notice of Action.

Alimony or Child Support Payments

SNRHA Policy

Acceptable methods of verification include, in this order:

1. Print out received via 3rd party verification from the DA's office.
2. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.
3. A third-party verification form completed by the person paying the support.
4. A letter from the person paying the support.
5. Copy of latest check and/or payment stubs from Court Trustee. SNRHA must record the date, amount, and number of the check if not photocopied.
6. Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.

If payments are irregular, the family must provide:

A statement from the agency responsible for enforcing payments to show that the family has filed for enforcement.

A self-certification from the family indicating the amount(s) received.

A welfare notice of action showing amounts received by the DA –Child Support Division.

A written statement from an attorney certifying that a collection or enforcement action has been filed.

Net Income from a Business

SNRHA Policy

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



Acceptable methods of verification include:

1. IRS Form 1040, including: Schedule C
(Small Business) Schedule E
(Rental Property Income)
Schedule F(Farm Income)

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.

2. Audited or unaudited financial statement(s) of the business.
3. Credit report or loan application.
4. Documents such as manifests, appointment books, cash books, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The family will be advised to maintain these documents in the future if they are not available.
5. Family's self-certification as to net income realized from the business during previous years.

Child Care Business

SNRHA Policy

The childcare provider must be 18 years of age or older.

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

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

If the family has filed a tax return, the family will be required to provide it via Form IRS 4506-T.

If childcare services were terminated, a third-party verification will be sent to the parent whose child was cared for.

Recurring Gifts

SNRHA Policy

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

The person who provides the gifts



The value of the gifts
The regularity (dates) of the gifts
The purpose of the gifts

SNRHA shall send out verifications to the donors.

Full-time Student Status

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

Financial aid, scholarships and grants received by students is not counted towards family income.

SNRHA Policy

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. (State of Nevada: 12 credits)

VERIFICATION OF ASSETS

Family Assets

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

SNRHA Policy

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 stock broker or realty agent as to net amount family would receive if they liquidated securities or real estate.

Real estate taxes statements if the approximate current market value can be reduced 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.

Family's self-certification describing assets or cash held at the family's home or in safe deposit boxes.



Assets Disposed of for Less than Fair Market Value (FMV) During Two Years Preceding Effective Date of Certification or Recertification

SNRHA Policy

For all certifications and re-certifications, SNRHA will obtain the Family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification.

If the family certifies that they have disposed of assets for less than fair market value, verification is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the family received, and (d) the market value of the assets at the time of disposition. Third-party verification will be obtained wherever possible. Family certification will be accepted if no other verification is possible.

VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME [24 CFR 982.516]

Medical Expenses

SNRHA Policy

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

Written verification by an eye doctor, optician, otolaryngologist, hearing aide provider, or other medical practitioner or provider of medical equipment of (a) the anticipated medical costs to be incurred by the family and regular payments due

on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.

Written verification from a medical lab, provider of oxygen, blood products, or other specialized medical supplies of (a) the anticipated medical costs to be incurred by the family and regular payments will be reimbursed by insurance or a government agency.

Written verification from the provider of medical equipment such as hospital bed, scooter, wheelchair, commode, artificial limbs, etc. of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.

Written confirmation from the Social Security Administration of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.

For attendant care paid to an individual:

A reliable, knowledgeable professional's certification that the assistance



of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes.

Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.

Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.

Copies of payment agreements or most recent invoice that verify payments made on outstanding attendant care bills that will continue over all or part of the next 12 months.

Receipts or other record of attendant care expenses incurred during the past 12 months that can be used to anticipate future attendant care expenses.

SNRHA will use mileage at the IRS rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

Assistance to Persons with Disabilities

In All Cases:

SNRHA Policy

Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.

Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

Attendant Care:

Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.

Certification of family and attendant and/or copies of canceled checks family used to make payments.

Auxiliary Apparatus:

Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.

In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

Live-In Aide



SNRHA Policy

When a participant requires a live-in aide, SNRHA shall submit their signed reasonable accommodation request form to the medical professional noted on their request for third-party verification of the need. Once approved by the 504 officer, the participant shall have 30 days to submit the name of the live-in aide and schedule them to come in for screening. The unit size shall NOT be increased until such time as SNRHA staff has completed their screening of the Live-In Aide in compliance with SNRHA guidance. The participant shall be allowed to submit another name for a live-in aide if the first does not pass the screening process but must submit this name within 14 calendar days of the denial notice.

The approved unit size would be adjusted, if required to accommodate a room for the live –in aide. Each year SNRHA at annual recertification time shall re-verify the need for a live-in aide.

VERIFYING NON-FINANCIAL FACTORS [24 CFR 982.153(b) (15)]

Verification of Legal Identity

In order to prevent program abuse, SNRHA will require applicants/residents to furnish verification of legal identity for all adult family members.

SNRHA Policy

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

Driver's license

U.S. passport

Department of Motor Vehicles Identification Card

Validated Sheriff Card

Military Identification

DMV Instructional ID

Clark County Heath Card with valid photo ID

Veteran's ID with photo

Certificate of Birth, naturalization papers

Government Issued Identification

An original Certificate of Birth is required for all minors. Other documents



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

Adoption papers

Custody agreement

School records

Hospital Birth Certifications

Passport

Health and Human Services ID (foster children; adopted Children) I-94

Verification of Marital Status (for purposes of meeting Spouse definition and determining the eligibility of counting income of absence spouse)

SNRHA Policy

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. A marriage certificate generally is required to verify that a couple is married. In the case of a common law marriage, the couple must demonstrate that they hold themselves to be married (e.g., by telling the community they are married, calling each other husband and wife, using the same last name, filing joint income tax returns).

Familial Relationships

SNRHA Policy

Verification of guardianship is:

Court-ordered assignment

Verification from social services agency

SNRHA Self-certification of temporary guardianship or appointment

Any income still coming into the household on behalf of the child would be counted.

Other family relationships will be verified through birth certificates or other relevant documents.

Verification of Permanent Absence of Family Member

If an adult member who was formerly a member of the household or was never reported and identified by staff as being a spouse and is reported permanently absent by the family, SNRHA will consider any of the following as verification:

- Husband or wife institutes divorce action
- Husband or wife institutes legal separation.
- Order of protection/restraining order obtained by one family member against another.



- Husband or wife sign SNRHA's certification of marital status form.

Verification of Change in Family Composition

SNRHA may verify changes in family composition (either reported or unreported) through one or more of the following actions: letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources.

Verification of Citizenship/Eligible 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 contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare their status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while SNRHA hearing is pending.

Citizens or Nationals of the United States are required to sign a declaration under penalty of perjury, the Declaration 214 Form, noting that they are a citizen or national.

Eligible Immigrants who were Participants and 62 or over on June 19, 1995, are required to sign a declaration of eligible immigration status (Declaration 214 Form) and provide proof of age.

Non-citizens with eligible immigration status must sign a declaration of status (Declaration 214 Form) and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. SNRHA verifies the status through the INS SAVE system. If this primary verification fails to verify status, SNRHA must request within ten days that the INS conduct a manual search.

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

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

Failure to Provide. If an applicant or participant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

Additionally, SNRHA must terminate assistance for at least 24 months if it determines that a family has knowingly permitted an ineligible person to live in the assisted unit without informing SNRHA.

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.

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

For family members added after other members have been verified, the verification occurs upon approval of additional person by SNRHA.

Once verification has been completed for any covered program, it shall be verified annually unless their eligibility immigration status changes to permanent resident. In the case of port-in families, if the initial PHA does not supply the documents, SNRHA must conduct the determination and/or when SNRHA notes a Resident Alien Card with an expiring date or no date of expiration.

Acceptable Documents of Eligible Immigration

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

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

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

SNRHA Policy

SNRHA will recertify eligible immigration status one year prior to expiration date of the following documents:

- Resident Alien Card (I-551)
- Alien Registration Receipt Card (I-151)
- Arrival-Departure Record (I-94)
- Temporary Resident Card (I-688)

Medical Need for Larger Unit

SNRHA Policy

A written certification that a larger unit is necessary must be obtained from a reliable, knowledgeable professional as a reasonable accommodation for a disabled family member. At each Annual Inspection, staff will verify that the additional room is still being used for medical equipment. When this is not the case, the unit size will be decreased in compliance with SNRHA guidelines.



When Third-Party Verification is Not Required

Primary Documents

Third-party verification is not required when legal documents are the primary source, such as a birth certificate or other legal documentation of birth.

Certain Assets and Expenses

SNRHA Policy

SNRHA will accept a self-certification from a family as verification of assets disposed of for less than fair market value.

SNRHA will determine that third-party verification is not available, if the asset or expense involves an insignificant amount, making it not cost-effective or reasonable to obtain third-party verification,

SNRHA Policy

SNRHA will use review of documents in lieu of requesting third-party verification when the market value of an individual asset or an expense is less than \$5,000 annually *and* the family has original documents that support the declared amount.

Certain Income, Asset and Expense Sources

SNRHA will determine that third-party verification is not available when it is known that an income source does not have the ability to provide written or oral third-party verification. For example, SNRHA will rely upon review of documents when SNRHA determines that a third-party's privacy rules prohibit the source from disclosing information.

SNRHA Policy

SNRHA also will determine that third-party verification is not available when there is a service charge for verifying an asset or expense *and* the family has original documents that provide the necessary information.

SNRHA will document in the family file the reason that the third-party verification was not available and will place a photocopy of the original document(s) in the family file.

If the family cannot provide original documents, SNRHA will pay the service charge required to obtain third-party verification, unless it is not cost effective in which case a self-certification will be acceptable as the only means of verification. The cost of verification will not be passed on to the family.

The cost of postage and envelopes to obtain third-party verification of income, assets, and expenses is not an unreasonable cost.



I.E. REVIEW OF DOCUMENTS

Using Review of Documents as Verification

SNRHA Policy

If SNRHA has determined that third-party verification is not available or not required, SNRHA will use documents provided by the family as verification.

SNRHA may also review documents when necessary to help clarify information provided by third parties. In such cases SNRHA will document in the file how SNRHA arrived at a final conclusion about the income or expense to include in its calculations.

7-I.F. SELF-CERTIFICATION

SNRHA Policy

When information cannot be verified by a third-party or by review of documents, family members will be required to submit self-certifications attesting to the accuracy of the information they have provided to SNRHA.

SNRHA may require a family to certify that a family member does not receive a particular type of income or benefit.

The self-certification must be made in a format acceptable to SNRHA and must be signed by the family member whose information or status is being verified. All self-certifications must be signed in the presence of a SNRHA representative or SNRHA notary public. The cost shall not be passed on to the client.

PART II: VERIFYING FAMILY INFORMATION

II.A. VERIFICATION OF LEGAL IDENTITY

SNRHA Policy

SNRHA will require families to furnish verification of legal identity for each household member.

Verification of Legal Identity for Adults	Verification of Legal Identity for Children
Driver's license U.S. passport. Department of Motor Vehicles Identification Card Validated Sheriff Card Military ID DMV Instructional ID Clark County Heath Card with valid photo ID Veteran's ID with photo	Certificate of birth Adoption papers Custody agreement School records Hospital Birth Certifications Passport Health and Human Services ID (foster children; adopted children) I-94



Certificate of Birth Naturalization papers Government Issued Identification	
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If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

II.B. SOCIAL SECURITY NUMBERS [24 CFR 5.216 , 5.218 and 5.233]

HUD uses the SSN (along with the name and date of birth) of an individual to validate that person’s identity, obtain employment and income information via computer matching programs, and ensure duplicate assistance is not being paid. These uses allow HUD, program administrators, and auditors to determine compliance with program requirements, as well as determine the eligibility and level of assistance a family is eligible to receive and reduce improper payments, and to prevent fraud waste and abuse in HUD rental assistance programs.

Under HUD regulations at 24 CFR §§ 5.216 and §5.233, SNRHA is required to use the EIV system to reduce administrative and subsidy payment errors. In accordance with this, SNRHA’s

- a. Use EIV’s Identity Verification report for effective making, corrective action implementation, and reporting activities;
- b. Will to minimize erroneous subsidy payments on behalf of families who have not complied with the required SSN disclosure and documentation requirements;
- c. Use EIV to validate and/or verify tenant-reported social security benefits; and
- d. Provide accurate and reliable information to HUD in the Inventory Management System Public and Indian Housing Information Center (IMS/PIC).

Every family member must provide documentation of a valid social security number (SSN) unless they are a non-citizen or non-eligible immigrant.

SNRHA Policy

SNRHA will request to copy the family member’s social security card.

If the social security card is not available, SNRHA will instruct the family to obtain a duplicate card from the local social Security Administration (SSA) office, but will complete the action by accepting the following documents as evidence if the SSN is provided on the document:

- Benefit award letters from a government agency; retirement benefit letters; life insurance policies.
- Any document issued by the Social Security Administration that clearly lists the family member’s social security number and name.
- For individuals who are at least 62 years of age and are unable to submit the required documentation of their SSN within the initial 60-day period, SNRHA will grant an additional 60 calendar days to provide documentation.



- For placement of Foster Children and Foster Adults, an official letter or document from the state, county, or local child placement agency indicating the foster child's name and social security number.

Social security numbers must be verified only once during continuously-assisted occupancy. If any family member obtains an SSN after admission to the program, the new SSN must be disclosed within 30 days.

The social security numbers of non-household members, such as live-in aids, must be verified for the purpose of conducting criminal background checks.

Names on verifications of Legal Identity and Social Security Number must match.

SSN Disclosure

In accordance with 24 CFR §5.216, applicants and participants (including each member of the household and including, live-in aides, foster children, and foster adults) are required to disclose his/her SSA-assigned SSN, with the exception of the following individuals:

- a. Those individuals who do not contend to have eligible immigration status (individuals who may be unlawfully present in the United States) **and** have not been assigned an SSN. These individuals in most instances would not be eligible for a SSN.
 - i. A family that consists of a single household member (including a pregnant individual) who does not have eligible U.S. citizenship or eligible immigration status is **not eligible** for housing assistance and cannot be housed.
 - ii. A family that consists of two or more household members **and at least one** household member that has eligible U.S. citizenship or eligible immigration status, is classified as a mixed family, and **is eligible** for prorated assistance in accordance with 24 CFR §5.520. SNRHA may **not** deny assistance to mixed families due to nondisclosure of an SSN by an individual who does not contend to have eligible immigration status.

Note: Financial assistance may only be provided to individuals with eligible immigration status in accordance with 42 USC §1436a, which is generally evidenced by the individual providing his/her Green Card (Form I-551 – U.S. Permanent Residence Card) or other documentation approved by the Department of Homeland Security for noncitizens with refugee or asylum status.

- b. Existing program participants, who as of January 31, 2010, were 62 years of age or older (born on or before January 31, 1948). This exemption continues even if the individual moves to a new public housing assisted unit.

Disclosure of SSNs is considered information subject to the Federal Privacy Act (5 USC §552a, as amended). In accordance with 24 CFR §5.212, the collection, maintenance, use, and dissemination of SSNs, any information derived from SSNs and income information must be



conducted, to the extent applicable, in compliance with that Act and all other provisions of Federal, State, and local laws.

An individual who previously declared to have eligible immigration or eligible citizenship status may **not** change his/her declaration to no longer contend to have eligible immigration status to avoid compliance with the SSN disclosure and documentation requirements or penalties associated with noncompliance of these requirements.

SSN Documentation

SNRHA must request the applicant and participant (including each member of the household), who are not exempt under Paragraph 5 of this notice, to provide documentation of each disclosed SSN. Acceptable evidence of the SSN consists of:

- a. An original SSN card issued by SSA;
- b. An original SSA-issued document, which contains the name and SSN of the individual; or
- c. An original document issued by a Federal, State, or local government agency, which contains the name and SSN of the individual.

It should be noted that most (if not all) individuals who are lawfully present in the U.S. have been assigned an SSN. Many existing laws require the disclosure of the SSN for various purposes. All applicants and participants, including each member of the household (with the exception of those individuals noted above are required to disclose his/her SSA-assigned SSN.

The SSA issues three types of social security cards depending on an individual's citizen or noncitizen status and whether or not a noncitizen is authorized by the Department of Security (DHS) to work in the United States. They include:

- a. The first type of card shows the individual's name and SSN only. This is the card most people have and reflects the fact that the holder can work in the U.S. without restriction. SSA issues this card to:
 - i. U.S. Citizens; or
 - ii. Noncitizens lawfully admitted to the United States for permanent residence and noncitizens with DHS permission to work permanently in the United States (i.e., refugees and asylees).
- b. The second type of card bears, in addition to the individual's name and SSN, the legend: **"NOT VALID FOR EMPLOYMENT."** SSA issues this card to lawful noncitizens who do not have DHS permission to work and are required by law to provide an SSN to obtain general assistance benefits that they already have qualified for.
- c. The third type of card bears, in addition to the individual's name and SSN, the legend **"VALID FOR WORK ONLY WITH DHS AUTHORIZATION."** SSA issues this card to people with DHS permission to work temporarily in the United States. SSA verifies all noncitizens' documents with DHS before an SSN card is issued to a



noncitizen.

Rejection of Documentation

The SNRHA may reject documentation of the SSN provided by the applicant or participant for only the following reasons:

- a. The document is not an original document; or
- b. The original document has been altered, mutilated, or is no legible; or
- c. The document appears to be a forged document (i.e., does not appear to be authentic).

The SNRHA should explain to the applicant or participant, the reason(s) the document is not acceptable and request the individual to obtain acceptable documentation of the SSN and submit it to SNRHA within a specified time.

Addition of a New Household Member

When a participant requests to add a new household member, who is at least six years of age or is under the age of six and has an SSA-assigned SSN, to the family, the participant must disclose the SSA-assigned SSN and provide the SNRHA with the documents as previously noted at the time of such request, or at the time of processing the interim or annual reexamination of family income and/or composition. If the family is unable to provide the required documentation of the SSN, the SNRHA shall not add the new household member to the family composition until the family provides such documentation. The SNRHA is not authorized to generate an ALT ID for the affected household member.

When a participant requests to add a new household member, who is under the age of six and does not have an SSA-assigned SSN, the participant must disclose the SSA-assigned SSN and provide the SNRHA with the documents referenced previously within 90 calendar days of the child being added to the household.

If the family is unable to disclose and provide evidence of the SSN within 90 calendar days, the SNRHA is required to grant the family an additional 90-day period to comply with the SSN disclosure and documentation requirement, **only if** the SNRHA determines the family was unable to comply with the requirements due to circumstances that could not have reasonably been foreseen and were outside the control of the family. Examples include but are not limited to: delayed processing of SSN application by SSA, natural disaster, fire, death in family, etc.

The child is to be included as part of the assisted household and is entitled to all the benefits of being a household member during the allotted time for the family to comply with the SSN disclosure and documentation requirements. The SNRHA is required to generate an ALT ID as previously noted. Upon expiration of the provided time period, if the family has not complied with the SSN disclosure and documentation requirements, the SNRHA **must** terminate the entire family's tenancy or assistance, or both.

Penalties for Failure to Disclose and/or Provide Documentation of the SSN



In accordance with 24 CFR §5.218, the following penalties apply for noncompliance with the SSN disclosure and documentation requirements:

- a. **Applicants.** The SNRHA must deny the eligibility of an assistance applicant if s/he (including each member of the household required to disclose his/her SSN) does not disclose a SSN and/or provide documentation of such SSN. However, if the family is otherwise eligible to participate in the program, the family may maintain his/her position on the waiting list for the time determined by SNRHA. The SNRHA should prescribe in its policies, the maximum time the family may remain on the waiting list, pending disclosure of requested information. If all household members have not disclosed their SSN at the time a unit becomes available, the SNRHA must offer the available unit to the next eligible applicant family on the waiting list.

Individuals without an assigned SSN

It is not uncommon for certain individuals to not have a SSA-assigned SSN. Below is a listing of such individuals, which is not all inclusive:

- a. U.S. newborn children (eligible citizens – these individuals will be issued an SSN upon SSA confirmation of birth)
- b. Noncitizens lawfully present in the U.S. (ineligible noncitizens – these individuals will be issued an SSN confirmation of the individual’s DHS documentation or confirmation that the individual is required by law to provide and SSN to receive general assistance benefits that they already have qualified for.
- c. Noncitizens unlawfully present in the U.S. (ineligible noncitizens – typically, these individuals cannot be assigned an SSN.

SNRHA will use the Public and Indian Information Center (PIC) Tenant ID Management Tool to generate a unique identifier (commonly referred to as an alternate ID (ALT ID)) for those individuals who have not been assigned an SSN.

Once an individual discloses an SSN, the PHA must use the Tenant ID Management tool to replace the ALT ID with the disclosed SSN within 30 calendar days of receipt of the SSN.

Individual Taxpayer Identification Number (ITIN)

An ITIN is a taxpayer identification number for **Federal tax purposes only** for certain non-resident noncitizens, their spouses and dependents, who cannot obtain an SSN. The ITIN begins with the number “9” and is formatted like a SSN (9XX-XX-XXXX) However, the ITIN is **not** a SSN and SNRHA will not report the ITIN on line 3n of the HUD-50058. SNRHA will use the Tenant ID Management Tool to replace any reported ITIN on line 3n of the HUD-50058 with a SSN or ALT ID.

II.C. FAMILY RELATIONSHIPS

Applicants and program participants are required to identify the relationship of each household member to the head of household. If an applicant list themselves as married and no



not list a spouse, they will still be required to submit a separation or divorce decree. Definitions of the primary household relationships are provided in the Eligibility chapter.

SNRHA Policy

Other family relationships will be verified through birth certificates or other relevant documents.

Marriage

SNRHA Policy

A marriage certificate generally is required to verify that a couple is married.

In the case of a common law marriage, the couple must demonstrate that they hold themselves to be married (e.g., by telling the community they are married, calling each other husband and wife, using the same last name, filing joint income tax returns).

Separation or Divorce

SNRHA Policy

SNRHA will require the family to document the divorce, or separation.

A certified copy of a divorce decree, signed by a court officer, is required to document that a couple is divorced.

A copy of a court-ordered maintenance or other court record is required to document a separation.

Absence of Adult Member

SNRHA Policy

SNRHA will consider any of the following as verification:

Husband or wife institutes divorce action

Husband or wife institutes legal separation.

Husband or wife sign SNRHA's certification of marital status form.

Order of protection/restraining order obtained by one family member against another.

If an applicant list themselves as married, but does not list a spouse name, they will still be required to provide a separation document or divorce decree.

If no such documentation is available, the applicant may complete SNRHA's Declaration of Marital Status form.

Foster Children and Foster Adults

SNRHA Policy

Third-party verification from the state or local government agency responsible for



the placement of the individual with the family is required.

II.D. DOCUMENTATION OF AGE

A birth certificate or other official record of birth is the preferred form of age verification for all family members. For elderly family members an original document that provides evidence of the receipt of social security retirement benefits is acceptable.

SNRHA Policy

If an official record of birth or evidence of social security retirement benefits cannot be provided, SNRHA will require the family to submit other documents that support the reported age of the family member (e.g., school records, driver's license if birth year is recorded) and to provide a self-certification.

Age must be verified only once during continuously-assisted occupancy.

II.E. VERIFICATION OF STUDENT STATUS General Requirements

SNRHA Policy

SNRHA requires families to provide information about the student status of all students who are 18 years of age or older. This information will be verified only if:

The family reports full-time student status for an adult other than the head, spouse, or co-head.

The family reports child care expenses to enable a family member to further his or her education.

The family includes a student enrolled in an *institution of higher education*.

The family claims an income exclusion because the student is receiving earned income and only the first \$480 is included as income.

Restrictions on Assistance to Students Enrolled in Institutions of Higher Education

This section applies only to students who are seeking assistance on their own, separately from their parents. It does not apply to students residing with parents who are seeking or receiving PH assistance.

SNRHA Policy

In accordance with the verification hierarchy described in Section 6-1.B, SNRHA will determine whether the student is exempt from the restrictions in 24 CFR 5.612 by verifying any one of the following exemption criteria:

The student is enrolled at an educational institution that does not meet the definition of *institution of higher education* in the Higher Education Act of 1965 (see Section Exhibit 3-2).

The student is at least 24 years old.

The student is a veteran, as defined in Chapter 2



The student is married.

The student has at least one dependent child, as defined in Section 2.

If SNRHA cannot verify at least one of these exemption criteria, SNRHA will conclude that the student is subject to the restrictions on assistance at 24 CFR 5.612. In addition to verifying the student's income eligibility, SNRHA will then proceed to verify either the student's parents' income eligibility or the student's independence from his/her parents (see below).

Independent Student

SNRHA Policy

SNRHA will verify a student's independence from his/her parents to determine that the student's parents' income is not relevant for determining the student's eligibility by doing all of the following:

Either reviewing and verifying previous address information to determine whether the student has established a household separate from his/her parents for at least one year or reviewing and verifying documentation relevant to determining whether the student meets the U.S. Department of Education's definition of *independent student*.

Reviewing prior year income tax returns to verify whether a parent has claimed the student as a dependent

Requesting and obtaining written certification directly from the student's parents identifying the amount of support they will be providing to the student, even if the amount of support is \$0.

II.F. DOCUMENTATION OF DISABILITY

SNRHA must verify the existence of a disability in order to allow certain income disallowances and deductions from income. SNRHA is not permitted to inquire about the nature or extent of a person's disability [24 CFR 100.202(c)]. SNRHA may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If SNRHA receives a verification document that provides such information, the PHA will not place this information in the tenant file. Under no circumstances will the PHA request a participant's medical record(s). For more information on health care privacy laws, see the Department of Health and Human Services' website at www.os.dhhs.gov.

The above cited regulation does not prohibit the following inquiries, provided these inquiries are made of all applicants, whether or not they are persons with disabilities:

- Inquiry into an applicant's ability to meet the requirements of ownership or tenancy
- Inquiry to determine whether an applicant is qualified for a dwelling available only to persons with disabilities or to persons with a particular type of disability
- Inquiry to determine whether an applicant for a dwelling is qualified for a priority available to persons with disabilities or to persons with a particular type of disability
- Inquiring whether an applicant for a dwelling is a current illegal abuser or addict of



a controlled substance

- Inquiring whether an applicant has been convicted of the illegal manufacture or distribution of a controlled substance

Family Members Receiving SSA Disability Benefits

Verification of the receipt of disability benefits from the Social Security Administration (SSA) is sufficient verification of disability for the purpose of qualifying for waiting list preferences (if applicable) or certain income disallowances and deductions.

SNRHA Policy

For family members claiming disability who receive disability benefits from the SSA, SNRHA will attempt to obtain information about disability benefits through the HUD Enterprise Income Verification (EIV) system when it is available. If documentation from HUD's EIV System is not available, SNRHA will request a current (dated within the last 60 days) SSA benefit verification letter from each family member claiming disability status. If the family is unable to provide the document(s), SNRHA will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from www.ssa.gov. Once the applicant or participant receives the benefit verification letter they will be required to provide it to SNRHA.

Family Members Not Receiving SSA Disability Benefits

Receipt of veteran's disability benefits, worker's compensation, or other non-SSA benefits based on the individual's claimed disability are not sufficient verification that the individual meets HUD's definition of disability in 24 CFR 5.603.

SNRHA Policy

For family members claiming disability who do not receive disability benefits from the SSA, a knowledgeable professional must provide third-party verification that the family member meets the HUD definition of disability. See the Eligibility chapter for the HUD definition of disability. The knowledgeable professional will verify whether the family member does or does not meet the HUD definition.

PART III: VERIFYING INCOME AND ASSETS

Chapter 5, Part I of this plan describes in detail the types of income that are included and excluded and how assets and income from assets are handled. Any assets and income reported by the family must be verified. This part provides SNRHA policies that supplement the general verification procedures specified in Part I of this chapter.



III.A. EARNED INCOME Wages

SNRHA Policy

Acceptable methods of verification include, in this order:

1. EIV with two consecutive current paystubs for annuals and for New Hires.
2. Acceptable 3rd Party written verification provided by the resident.
3. Third-party written verification
Employment verification form completed by the employer
4. Oral third-party -must document why other steps above where not available
5. W-2 forms and IRS Form 4506-T release
6. Self-certifications may be used for verifying self-employment income, or income from tips and other gratuities.
7. Current check stubs or earning statements, which indicate the employee's gross pay, frequency of pay or year to date earnings.

In cases where there are questions about the validity of information provided by the family, SNRHA will require the most recent federal income tax statements to be obtained via use of IRS Form 4506-T.

Tips

SNRHA Policy

Unless tip income is included in a family member's W-2 by the employer, persons who work in industries where tips are standard will be required to sign a certified estimate of tips received for the prior year and tips anticipated to be received in the coming year. Interruption of employment due to temporary leave of absence (i.e. maternity leave, short-term disability): upon verification that earnings have stopped, an interim will be conducted to remove the income. The family may be required to complete a Zero Income Questionnaire/Certification. The family is required to report any other income received in lieu of earnings. The family will be required to report when the income starts again. At that time an interim will be conducted to add the income back into the family budget.

III.B. PERIODIC PAYMENTS AND PAYMENTS IN LIEU OF EARNINGS Social Security/SSI Benefits

SNRHA Policy

To verify the SS/SSI benefits of applicants, SNRHA will request a current (dated within the last 60 days) SSA benefit verification letter from each family member that receives social security benefits. If the family is unable to provide the document(s), the PHA will ask the family to request a benefit verification letter by either calling SSA at 1- 800-772-1213, or by requesting it from www.ssa.gov. Once the applicant has



received the benefit verification letter they will be required to provide it to SNRHA.

To verify the SS/SSI benefits of participants, SNRHA will obtain information about social security/SSI benefits through the HUD EIV System or the Tenant Assessment Subsystem (TASS). If benefit information is not available in HUD systems, SNRHA will request a current SSA benefit verification letter from each family member that receives social security benefits. If the family is unable to provide the document(s) the PHA will ask the family to request a benefit verification letter by either calling SSA at 1- 800-772-1213, or by requesting it from www.ssa.gov. Once the participant has received the benefit verification letter they will be required to provide it to SNRHA.

III.C. ASSETS AND INCOME FROM ASSETS

Treatment of ABLE Accounts in HUD-Assisted Programs

The Achieving Better Life Experience (ABLE) Act (P.L. 113-295.) was signed into law on December 19, 2014. The ABLE Act allows States to establish and maintain a program under which contributions may be made to a tax-advantaged ABLE savings account to provide for the qualified disability expenses of the designated beneficiary of the account. The designated beneficiary must be a person with disabilities, whose disability began prior to his or her 26th birthday and who meets the statutory eligibility requirements.

Definition of Terms

- A. *ABLE account* means an account established for the benefit of an eligible individual, maintained under a qualified ABLE program.
- B. *Contribution* is the deposit of funds into an ABLE account.
- C. *Designated beneficiary* is the eligible individual who established and owns the ABLE account.
- D. *Distribution* is the withdrawal or issuance of funds from an ABLE account.

Treatment of ABLE account in HUD programs

Section 103 of the ABLE Act mandates that an individual's ABLE account (specifically, its account balance, contributions to the account, and distributions from the account) is excluded /disregarded when determining the designated beneficiary's eligibility and continued occupancy under certain federal means-tested programs.

Individuals have to be income eligible to receive assistance under HUD programs. Annual income is defined as the anticipated total income from all sources received by every family member which are not specifically excluded in 24 CFR 5.609(c). The ABLE Act creates a federally mandated exclusion for ABLE accounts applicable to HUD programs, in determining a family's income, HUD will exclude amounts in the individual's ABLE account pursuant to 24 CFR 5.609(c)(17). The entire value of the individual's ABLE account will be excluded from the household's assets. This means



actual or imputed interest on the ABLE account balance will not be counted as income. Distributions from the ABLE account are also not considered income. All wage income received, regardless of which account the money is paid to, is included as income.

For example:

Contributions made by the designated beneficiary

If the beneficiary has a portion of his/her wages directly deposited into his/her ABLE account, then all wage income received, regardless of which account the money is paid to, is included as income. *Pre-tax employer contributions to an ABLE account (that are not deducted from wages) are excluded.* If the designated beneficiary subsequently deposits any amount previously included as income into his/her ABLE account, that deposited amount must not be included in the household's asset calculation or counted as income again when the beneficiary receives a distribution from the account.

Contributions made by others directly into the ABLE account

If someone other than the designated beneficiary contributes directly to the ABLE account, that contribution will not be counted as income to the designated beneficiary.

If a relative provides a recurring gift of \$100 per month directly to the beneficiary, the recurring gift would be counted as income. If a relative deposits the \$100 recurring monthly gift directly into the ABLE account, then it will not be counted as income. Note: Any person can contribute to an ABLE account. However, the Internal Revenue Service (IRS) limits the total annual contributions that any ABLE account can receive from all sources for a given calendar year.

Rollovers from existing ABLE accounts

Rollovers from existing ABLE accounts to the designated beneficiary's ABLE account are not counted as income to the designated beneficiary.

Verification:

In accordance with program requirements at 24 CFR 5.240(c), SNRHA will verify the amount held in the ABLE account. The information verified will be:

- The name of the designated beneficiary; and
- The State ABLE program administering the account to verify that the account qualifies as an ABLE account.



Assets Disposed of for Less than Fair Market Value

The family must certify whether any assets have been disposed of for less than fair market value in the preceding two years. SNRHA needs to verify only those certifications that warrant documentation.

SNRHA Policy

SNRHA will verify the value of assets disposed of only if:

- SNRHA does not already have a reasonable estimation of its value from previously collected information, or
- The amount reported by the family in the certification appears obviously in error. Example 1: An elderly participant reported a \$10,000 certificate of deposit at the last annual reexamination and SNRHA verified this amount. Now the person reports that she has given this \$10,000 to her son. SNRHA has a reasonable estimate of the value of the asset; therefore, re-verification of the value of the asset is not necessary.

Example 2: A family member has disposed of its 1/4 share of real property located in a desirable area and has valued her share at approximately \$5,000. Based upon market conditions, this declaration does not seem realistic. Therefore, SNRHA will verify the value of this asset.

III.D. NET INCOME FROM RENTAL PROPERTY

SNRHA Policy

The family must provide:

A current executed lease for the property that shows the rental amount or certification from the current tenant.

A self-certification from the family members engaged in the rental of property providing an estimate of expenses for the coming year and the most recent IRS Form 1040 with Schedule E (Rental Income). If schedule E was not prepared, SNRHA will require the family members involved in the rental of property to provide a self-certification of income and expenses for the previous year and may request documentation to support the statement including: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

III.E. RETIREMENT ACCOUNTS

SNRHA Policy

When third-party verification is not available the type of original document that will be accepted depends upon the family member's retirement status.

Before retirement, SNRHA will accept an original document from the entity holding the account with a date that shows it is the most recently scheduled statement for the



account but in no case earlier than 6 months from the effective date of the examination.

Upon retirement, SNRHA will accept an original document from the entity holding the account that reflects any distributions of the account balance, any lump sums taken and any regular payments.

After retirement, SNRHA will accept an original document from the entity holding the account dated no earlier than 12 months before that reflects any distributions of the account balance, any lump sums taken and any regular payments.

III.F. INCOME FROM EXCLUDED SOURCES

SNRHA must obtain verification for income exclusions only if, without verification, SNRHA would not be able to determine whether the income is to be excluded. For example: If a family's 16 year old has a job at a fast food restaurant, SNRHA will confirm that SNRHA records verify the child's age but will not send a verification request to the restaurant. However, if a family claims the earned income disallowance for a source of income, both the source and the income must be verified.

SNRHA Policy

SNRHA will reconcile differences in amounts reported by the third-party and the family only when the excluded amount is used to calculate the family share (as is the case with the earned income disallowance). In all other cases, including food stamps, SNRHA will report the amount to be excluded as indicated on documents provided by the family, including the family's written certification.

III.G. ZERO/EXTREMELY LOW ANNUAL INCOME STATUS

SNRHA Policy

Families claiming to have no annual income will be required to execute verification forms to determine that certain forms of income such as unemployment benefits, TANF, SSI, etc. are not being received by the household. Zero income households will be interviewed at least once every 180 days.

PART IV: VERIFYING MANDATORY DEDUCTIONS

IV.A. DEPENDENT AND ELDERLY/DISABLED HOUSEHOLD DEDUCTIONS

The dependent and elderly/disabled family deductions require only that the PHA verify that the family members identified as dependents or elderly/disabled persons meet the statutory definitions. No further verifications are required.

Dependent Deduction

See Chapter 6 for a full discussion of this deduction. SNRHA must verify that:



- Any person under the age of 18 for whom the dependent deduction is claimed is not the head, spouse, or co-head of the family and is not a foster child
- Any person age 18 or older for whom the dependent deduction is claimed is not a foster adult or live-in aide, and is a person with a disability or a full time student

Elderly/Disabled Family Deduction

See Eligibility chapter for a definition of elderly and disabled families and Chapter 5 for a discussion of the deduction. SNRHA must verify that the head, spouse, or co-head is 62 years of age or older or a person with disabilities.

IV.B. MEDICAL EXPENSE DEDUCTION

Policies related to medical expenses are found in Chapter 6.

Amount of Expense

SNRHA Policy

SNRHA will provide a third-party verification form directly to the medical provider requesting the needed information.

Medical expenses will be verified through:

Third-party verification form signed by the provider, when possible

If third-party is not possible, copies of cancelled checks used to make medical expense payments and/or printouts or receipts from the source will be used. (Credit card statements will not be allowed as verification of payment of medical expenses.) In this case SNRHA will make a best effort to determine what expenses from the past are likely to continue to occur in the future. SNRHA will also accept evidence of monthly payments or total payments that will be due for medical expenses during the upcoming 12 months.

In addition, SNRHA must verify that:

- The household is eligible for the deduction.
- The costs to be deducted are qualified medical expenses.
- The expenses are not paid for or reimbursed by any other source.
- Costs incurred in past years are counted only once.

Eligible Household

The medical expense deduction is permitted only for households in which the head, spouse, or co-head is at least 62, or a person with disabilities. SNRHA must verify that the family meets the definition of an elderly or disabled family provided in the Eligibility chapter of this plan.

Qualified Expenses

To be eligible for the medical expenses deduction, the costs must qualify as medical expenses.

See Chapter 6 for SNRHA policy on what counts as a medical expense.



Unreimbursed Expenses

To be eligible for the medical expenses deduction, the costs must not be reimbursed by another source.

SNRHA Policy

The family will be required to certify that the medical expenses are not paid or reimbursed to the family from any source.

Expenses Incurred in Past Years

SNRHA Policy

When anticipated costs are related to on-going payment of medical bills incurred in past years, SNRHA will verify:

The anticipated repayment schedule

The amounts paid in the past, and

Whether the amounts to be repaid have been deducted from the family's annual income in past years

IV.C. DISABILITY ASSISTANCE EXPENSES

Policies related to disability assistance expenses are found in Chapter 6.

Amount of Expense

Attendant Care

SNRHA Policy

SNRHA will provide a third-party verification form directly to the care provider requesting the needed information.

Expenses for attendant care will be verified through:

Third-party verification form signed by the provider, when possible. If third-party is not possible, copies of cancelled checks used to make attendant care payments and/or receipts from care source. (Credit card statements will not be allowed as verification of payment of medical expenses.)

If third-party or document review is not possible, written family certification as to costs anticipated to be incurred for the upcoming 12 months.

Auxiliary Apparatus

SNRHA Policy

Expenses for auxiliary apparatus will be verified through:

Third-party verification of anticipated purchase costs of auxiliary apparatus. If third-party is not possible, billing statements for purchase of auxiliary apparatus, or other evidence of monthly payments or total payments that will be due for the apparatus during the upcoming 12 months.



If third-party or document review is not possible, written family certification of estimated apparatus costs for the upcoming 12 months

In addition, SNRHA must verify that:

The family member for whom the expense is incurred is a person with disabilities

The expense permits a family member, or members, to work (see Chapter 5). The expense is not reimbursed from another source (see Chapter 5).

The expense does not exceed the amount of the earned income of the individual freed for work.

Family Member is a Person with Disabilities

To be eligible for the disability assistance expense deduction, the costs must be incurred for attendant care or auxiliary apparatus expense associated with a person with disabilities. SNRHA will verify that the expense is incurred for a person with disabilities.

Family Member(s) Permitted to Work

SNRHA must verify that the expenses claimed actually enable a family member, or members, (including the person with disabilities) to work.

SNRHA Policy

SNRHA will seek third-party verification from a Rehabilitation Agency or knowledgeable medical professional indicating that the person with disabilities requires attendant care or an auxiliary apparatus to be employed, or that the attendant care or auxiliary apparatus enables another family member, or members, to work.

If third-party and document review verification has been attempted and is either unavailable or proves unsuccessful, the family must certify that the disability assistance expense frees a family member, or members (possibly including the family member receiving the assistance), to work.

Unreimbursed Expenses

To be eligible for the disability expenses deduction, the costs must not be reimbursed by another source.

SNRHA Policy

An attendant care provider will be asked to certify that, to the best of the provider's knowledge, the expenses are not paid by or reimbursed to the family from any source. The family will be required to certify that attendant care or auxiliary apparatus expenses are not paid by or reimbursed to the family from any source.

IV.D. CHILD CARE EXPENSES

SNRHA must verify that:

- The child is eligible for care.



- The costs claimed are not reimbursed.
- The costs enable a family member to pursue an eligible activity.
- The costs are for an allowable type of childcare.
- The costs are reasonable if seeking employment or furthering education.

Eligible Child

To be eligible for the childcare deduction, the costs must be incurred for the care of a child under the age of 13. SNRHA will verify that the child being cared for (including foster children) is under the age of 13.

Unreimbursed Expense

To be eligible for the childcare deduction, the costs must not be reimbursed by another source.

SNRHA Policy

The childcare provider will be asked to certify that, to the best of the provider's knowledge, the childcare expenses are not paid by or reimbursed to the family from any source. The family will be required to certify that the childcare expenses are not paid by or reimbursed to the family from any source.

SNRHA must verify that the family member(s) that the family has identified as being enabled to seek work, pursue education, or be gainfully employed, are actually pursuing those activities.

Information to be Gathered

SNRHA will verify information about how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the time required for study (for students), the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

Seeking Work

Whenever possible SNRHA will use documentation from a state or local agency that monitors work-related requirements (e.g., welfare or unemployment). In such cases SNRHA will request verification from the agency of the member's job seeking efforts to date and require the family to submit to SNRHA any reports provided to the other agency.

In the event third-party verification is not available, SNRHA will provide the family with a form on which the family member must record job search efforts. SNRHA will review this information at each subsequent reexamination for which this deduction is claimed.

Furthering Education

SNRHA will ask that the academic or vocational educational institution verify that the person permitted to further his or her education by the childcare is enrolled and provide information about the timing of classes for which the person is registered.



Gainful Employment

SNRHA will seek verification from the employer of the work schedule of the person who is permitted to work by the childcare. In cases in which two or more family members could be permitted to work, the work schedules for all relevant family members may be verified.

Allowable Type of Child Care

The type of care to be provided is determined by the family.

SNRHA Policy

SNRHA will verify that the type of childcare selected by the family is allowable, as described in Chapter 6.

SNRHA will verify that the fees paid to the childcare provider cover only childcare costs (e.g., no housekeeping services or personal services) and are paid only for the care of an eligible child (e.g., prorate costs if some of the care is provided for ineligible family members).

SNRHA will verify the childcare provider is not a family member residing in the household. Verification will be made through the head of household's declaration of family members who are expected to reside in the unit.

Reasonableness of Expenses

Only reasonable childcare costs can be deducted for seeking employment or furthering education.

SNRHA Policy

To verify that the childcare costs are reasonable, the actual costs the family incurs will be compared with SNRHA's established standards of reasonableness for the type of care in the locality to ensure that the costs are reasonable.

If the family presents a justification for costs that exceed typical costs in the area, SNRHA will request additional documentation, as required, to support a determination that the higher cost is appropriate.

SNRHA will send out our childcare verification form when child care expenses are being verified. This form must be completed with all questions answered and returned by mail or fax. This form will be the only verification childcare form acceptable by our agency. Private childcare providers that do not have tax identification numbers must complete the section that requests their social security numbers or their INS number.

Written verification from the person who receives the payments is required. If the child care provider is licensed, the provider is required to provide their Employment Identification Number.

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



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

EXIITBIT 7-1: EXCERPT FROM HUD VERIFICATION
GUIDANCE NOTICE (PHI 2004-01, pp.11-14)

Upfront (UIV)	Highest (Highly Recommended, highest level of third-party verification)
Written 3rd Party	High (Mandatory if upfront income verification is not available or if UIV data differs substantially from tenant-reported information)
Oral 3rd Party	Medium (Mandatory if written third-party verification is not available)
Document Review	Medium-Low (Use on provisional basis)
Tenant Declaration	Low (Use as a last resort)

Income Type	Upfront	Written Third	Oral Third-party	Document Review	Tenant Declaration
	(LEVEL 5)	(LEVEL 4)	(LEVEL 3)	(LEVEL 2)	(LEVEL 1)
Wages/Salaries	Use of computer matching agreements with a State Wage Information Collection Agency (SWICA) to obtain wage information electronically, by mail or fax or in person.	The PHA mails, faxes, or e-mails a verification form directly to the independent sources to obtain wage information.	In the event the independent source does not respond to the PHA's written request for information, the PHA may contact the	When neither form of third-party verification can be obtained, the PHA may accept original documents such as consecutive pay stubs (HUD recommends the PHA review at	The PHA may accept a notarized statement or affidavit from the tenant that declares the family's total annual income from



	Agreements with private vendor agencies, such as The Work Number or ChoicePoint to obtain wage and salary information.	The PHA may have the tenant sign a Request for Earnings Statement from the SSA to confirm past earnings. The PHA mails the form to SSA and the statement will be sent to the address the PHA specifies on the form.	independent source by phone or make an in person visit to obtain the requested information.	least three months of pay stubs, if employed by the same employer for three months or more), W-2 forms, etc. from the tenant. Note: The PHA must document in the tenant file, the reason third-party verification was not available.	earnings. Note: The PHA must document in the tenant file, the reason third-party verification was not available.
	Use of HUD systems, when available.				

Verification of Employment Income: The PHA should always obtain as much information as possible about the employment, such as start date (new employment), termination date (previous employment), pay frequency, pay rate, anticipated pay increases in the next twelve months, year-to-date earnings, bonuses, overtime, company name, address and telephone number, name and position of the person completing the employment verification form.

Effective Date of Employment: The PHA should always confirm start and termination dates of employment.

Self-Employment	Not Available	The PHA mails or faxes a verification form directly to sources identified by the family to obtain income information.	The PHA may call the source to obtain income information.	The PHA may accept any documents (i.e. tax returns, invoices and letters from customers) provided by the tenant to verify self-employment income. Note: The PHA must document in the tenant file, the reason third-party verification was not obtained.	The PHA may accept a notarized statement or affidavit from the tenant that declares the family's total annual income from self-employment. Note: The PHA must document in the tenant file, the reason
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Verification of Self-Employment Income: Typically, it is a challenge for PHAs to obtain third-party verification of self-employment income. When third-party verification is not available, the PHA should always request a notarized tenant declaration that includes a perjury statement.



<p>Social Security Benefits</p>	<p>Use of HUD Tenant Assessment System (TASS) to obtain current benefit history and discrepancy reports.</p>	<p>The PHA mails or faxes a verification form directly to the local SSA office to obtain social security benefit information. (Not Available in some areas because SSA makes this data available through TASS. SSA encourages PHAs to use TASS.)</p>	<p>The PHA may call SSA, with the tenant on the line, to obtain current benefit amount. (Not Available in some areas because SSA makes this data available through TASS. SSA encourages PHAs to use TASS.)</p>	<p>The PHA may accept an original SSA Notice from the tenant. Note: The PHA must document in the tenant file, the reason third-party verification was not available.</p>	<p>The PHA may accept a notarized statement or affidavit from the tenant that declares monthly social security benefits. Note: The PHA must document in the tenant file, the reason third-party verification was not available.</p>
<p>Welfare Benefits</p>	<p>Use of computer matching agreements with the local Social Services Agency to obtain current benefit amount electronically, by mail or fax or in person.</p>	<p>The PHA mails, faxes, or e-mails a verification form directly to the local Social Services Agency to obtain welfare benefit information.</p>	<p>The PHA may call the local Social Services Agency to obtain current benefit amount.</p>	<p>The PHA may review an original award notice or printout from the local Social Services Agency provided by the tenant. Note: The PHA must document in the tenant file, the reason third party verification was not available.</p>	<p>The PHA may accept a notarized statement or affidavit from the tenant that declares monthly welfare benefits. Note: The PHA must document in the tenant file, the reason third-party verification was not available.</p>
<p>Income Type</p>	<p>Upfront (LEVEL 5)</p>	<p>Written Third (LEVEL 4)</p>	<p>Oral Third- (LEVEL 3)</p>	<p>Document Review (LEVEL 2)</p>	<p>Tenant Declaration (LEVEL 1)</p>
<p>Child Support</p>	<p>Use of agreement with the local Child Support Enforcement Agency to obtain current child support amount and payment status electronically, by mail or fax or in person.</p>	<p>The PHA mails, faxes, or e-mails a verification form directly to the local Child Support Enforcement Agency or child support payer to obtain current child support amount and payment status.</p>	<p>The PHA may call the local Child Support Enforcement Agency or child support payer to obtain current child support amount and payment status.</p>	<p>The PHA may review an original court order, notice or printout from the local Child Support Enforcement Agency provided by the tenant to verify current child support amount and payment status. Note: The PHA must document in the tenant file, the reason third-party verification was not available.</p>	<p>The PHA may accept a notarized statement or affidavit from the tenant that declares current child support amount and payment status. Note: The PHA must document in the tenant file, the reason third-party verification was not available.</p>



Unemployment Benefits	Use of computer matching agreements with a State Wage Information Collection Agency to obtain unemployment compensation electronically, by mail or fax or in person.	The PHA mails, faxes, or e-mails a verification form directly to the State Wage Information Collection Agency to obtain unemployment compensation information.	The PHA may call the State Wage Information Collection Agency to obtain current benefit amount.	The PHA may review an original benefit notice or unemployment check stub, or printout from the local State Wage Information Collection Agency provided by the tenant. Note: The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares unemployment benefits. Note: The PHA must document in the tenant file, the reason third-party verification was not available.
	Use of HUD systems, when available.				
Pensions	Use of computer matching agreements with a Federal, State, or Local Government Agency to obtain pension information electronically, by mail or fax or in person.	The PHA mails, faxes, or e-mails a verification form directly to the pension provider to obtain pension information.	The PHA may call the pension provider to obtain current benefit amount.	The PHA may review an original benefit notice from the pension provider provided by the tenant. Note: The PHA must document in the tenant file, the reason third-party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares monthly pension amounts. Note: The PHA must document in the tenant file, the reason third-party verification was not

EXHIBIT 7-2: SUMMARY OF DOCUMENTATION REQUIREMENTS FOR NONCITIZENS

- **All** noncitizens claiming eligible status must sign a declaration of eligible immigrant status on a form acceptable to the PHA.
- Except for persons 62 or older, all noncitizens must sign a verification consent form
- Additional documents are required based upon the person's status.

Elderly Noncitizens

- A person 62 years of age or older who claims eligible immigration status also must provide proof of age such as birth certificate, passport, or documents showing receipt of SS old-age benefits.

All other Noncitizens

- Noncitizens that claim eligible immigration status also must present the applicable USCIS document. Acceptable USCIS documents are listed below.



<ul style="list-style-type: none"> • Form I-551 Alien Registration Receipt Card (for permanent resident aliens) • Form I-94 Arrival-Departure Record annotated with one of the following: <ul style="list-style-type: none"> • “Admitted as a Refugee Pursuant to Section 207” • “Section 208” or “Asylum” • “Section 243(h)” or “Deportation stayed by Attorney General” • “Paroled Pursuant to Section 221 (d)(5) of the USCIS” 	<ul style="list-style-type: none"> • Form I-94 Arrival-Departure Record with no annotation accompanied by: <ul style="list-style-type: none"> • A final court decision granting asylum (but only if no appeal is taken); • A letter from a USCIS asylum officer granting asylum (if application is filed on or after 10/1/90) or from a USCIS district director granting asylum (application filed before 10/1/90); • A court decision granting withholding of deportation; or • A letter from an asylum officer granting withholding or deportation (if application filed on or after 10/1/90).
<ul style="list-style-type: none"> • Form I-688 Temporary Resident Card annotated “Section 245A” or Section 210”. 	Form I-688B Employment Authorization Card annotated “Provision of Law 274a. 12(11)” or “Provision of Law 274a.12”.

- A receipt issued by the USCIS indicating that an application for issuance of a replacement document in one of the above listed categories has been made and the applicant’s entitlement to the document has been verified; or
- Other acceptable evidence. If other documents are determined by the USCIS to constitute acceptable evidence of eligible immigration status, they will be announced by notice published in the *Federal Register*.



Southern Nevada Regional Housing Authority

Chapter 8

TRANSFER POLICY

INTRODUCTION

It is the policy of SNRHA to permit resident transfers, within and/or between SNRHA public housing communities for the following limited reasons:

- To abate dangerous and/or substandard living conditions;
- To abate emergency life-threatening living conditions caused by third-party criminal activity;
- To accommodate verified physical conditions caused by long-term illness and/or disability;
- To accommodate resident families that are determined to be over- or under-housed by virtue of their family size; and
- To promote homeownership, transfer of families to scattered sites
- To accommodate relocation due to modernization work, community safety

Each transfer request will be evaluated on a case-by-case basis, taking into consideration:

- The documentation that substantiates the reason for the request;
- Whether or not the resident is in good standing with SNRHA
- The availability of suitable alternative units.

SNRHA will not grant a transfer request solely to accommodate neighbors who "cannot get along."

Activities of residents that adversely affect the right of others to the peaceful enjoyment of their community will be treated as lease violations and may be considered cause for lease termination.

A. ELIGIBILITY FOR TRANSFER

In order to be determined eligible to receive a transfer, residents must submit the requested 3rd party documentation to SNRHA, to substantiate their request, and must be in good standing with SNRHA.

The type of documentation that must be submitted will vary, depending on the nature of the request.

Good Standing

Good Standing: In order to be eligible for any intra or inter site transfer, the resident household must be a resident in "good standing", prior to be offered a new unit. The "good standing" requirement may be waived when SNRHA determines that the transfer is essential i.e. emergency, reasonable accommodations requests and for other good cause, including but not limited to over and under housed units.

In order to be determined a resident in good standing, the household must:



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- Not have Four late payments of rent within a 12 month period, this will constitute a history of repeated late payments; in lieu of denial of a transfer, SNRHA shall reserve the right to collect an additional security deposit of \$150.00.
- Be compliant under repayment agreement that was initiated more than 12 months prior to the transfer request. If not compliant, the resident family will have to pay the balance in full prior to being transferred.
- Be complaint with the terms of the lease and any additional terms required to be added to the lease by Federal law. Violations of the lease must be documented by 30, 14, or 3 day Notice of lease violations. Residents will not be in good standing until all Notices are cured.
- Have entered into an agreement, before the expiration of the lease term for non-compliance of the customer service requirement. Residents will agree to comply by participating in an economic self-sufficiency program for or contributing to community services as many additional hours as the resident needs to comply in the aggregate with such requirement over the twelve month term of the lease.

Transfer List

Resident families who are determined eligible to receive a transfer will be placed on a transfer waiting list in accordance with the date of transfer approval and reason for their transfer request. SNRHA will implement transfers in the priority order listed in the following table.

Inappropriately housed resident families who are determined eligible to receive a transfer will be placed on the transfer waiting list at the time of annual certification.

Priority of Transfers

Approved transfers shall be accomplished in the following priority order:

Type of Transfer	When executed	Transfer will be within the housing development:	Ratio	Initiated by
Emergency	Within 24 hours of documentation, verification & approval pending availability of a suitable unit.	Unless emergency transfer cannot be accomplished in this manner.	Not applicable	SNRHA or written family request



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Medical and accessibility	Within 30 days of documentation, verification & approval pending availability of a suitable unit.	Unless appropriate unit meeting the family's needs is not available within the development	Not applicable	Written family request
Under housed (Overcrowded)	When family's name reaches top of transfer list & authorized units available	Unless type of unit required does not exist within that development's inventory	1 transfer offer for every 40 offers from the waiting list	SNRHA on effective date of annual recert
Over housed	When family's name reaches top of transfer list & authorized units available	Unless type of unit required does not exist within that development's inventory	1 transfer offer for every 40 offers from the waiting list	SNRHA on effective date of annual recert
Under housed with family's waiver	When family's name reaches top of transfer list & authorized units available	Unless type of unit required does not exist within that development's inventory	1 transfer offer for every 40 offers from the waiting list	SNRHA, not less than one year from the date of initial occupancy
Higher income family moving to a lower income development	Next available scattered site home or development of the family's choice	Not applicable	1 transfer offer for every 20 offers from the waiting list	At written request of family
Scattered Site SNRHA Site	Next available scattered site unit when family name reaches the top after certification of eligibility	All available SS units	Not applicable	SNRHA, not less than two years from the date of initial occupancy and must meet suitability criteria



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Designated Senior Developments	Transfers from Studio to One bedroom unit when family name reaches the top after certification of eligibility	Unless type of unit does not exist within that development's inventory.	1 transfer for 2 new move-ins.	SNRHA, not less than one year from the date of initial occupancy
Newly Modernized Units	Next available unit when family name reaches the top after certification of eligibility	Not applicable	Not applicable	SNRHA on effective date of annual recert
<u>Administrative Reasons determined by the PHA (e.g. to permit modernization work, community safety)</u>	Within 30 days of Notification	Unless type of unit does not exist within that development's inventory.	Not Applicable	SNRHA

B. EMERGENCY TRANSFERS

Emergency transfers will be implemented by SNRHA to remove a resident family from life-threatening and/or hazardous living conditions caused by third-party criminal activity and/or unit damage. Good standing criteria does not apply in the case of emergency transfers. Residents will be required to become compliant with all lease provisions upon completion of the Emergency Transfer to the new unit.

Emergency Transfers due to Third Party Criminal Activity

SNRHA will consider transfer requests from resident families who have been victims of life-threatening criminal activity committed by third parties or who have witnessed serious criminal activity and agreed to testify on behalf of the State at a criminal proceeding.

Families who request a unit transfer due to third-party criminal activity may be required to submit verifiable documentation evidencing one or all of the following:

- Police reports and/or police statements detailing the incident in question
- Eyewitness statements describing the incident in question
- Confirmatory letters from the Victim Witness Protection Unit, Rape Crisis Center or similarly recognized entity
- Medical reports from a licensed health care provider



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Subpoena or other written contacts from the Clark County District Attorney or U.S. Attorney

Eligibility for Emergency Transfers

SNRHA's Emergency Transfer Plan must allow tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to make an internal emergency transfer under VAWA when a safe unit is immediately available. A victim determines whether the unit is safe. HUS encourages all PHA's to engage the victim in a conversation as to what they may consider safe or what factors the victim considers unsafe.

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L, is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. In the case of sexual assault, the tenant reasonably believes there is a threat of imminent harm from further violence if the tenant remains within the same dwelling unit that the tenant is currently occupying, or the sexual assault occurred on the premises during the 90-day period preceding the date of request for transfer (24 CFR 5.2005 (e)(2)).

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

Confidentiality

SNRHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives SNRHA written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about SNRHA's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

Emergency Transfer Timing and Availability

SNRHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. SNRHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. SNRHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.



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If SNRHA has no safe and available units for which the tenant who needs an emergency transfer is eligible, SNRHA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, SNRHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrims.org/our-programs/stalking-resource-center>.

Notification: If approved, the family will be notified that:

A unit has been designated;

They must execute a new lease and move within five (5 days) of receipt of the notice, and

If they refuse to accept the unit, they must execute a waiver of their emergency transfer request.

Emergency Transfers Initiated or Confirmed by Law Enforcement

If the emergency transfer request is initiated or confirmed by authorized law enforcement officials, SNRHA may take the following action to maintain the confidentiality of the request and subsequent transfer:

By-passing the regular transfer occupancy function and/or staff;

Maintaining the resident family's file separate from other resident files; and

Concealing and/or changing the identity of the resident family's file.

Emergency Transfers due to Hazardous Unit Conditions

A transfer due to hazardous unit conditions is mandatory. It may be initiated at any time by SNRHA or the resident family or both, after detection of a unit condition that poses a threat to the health and safety of the resident family. A hazardous unit condition is one that arises from:

Substantial fire damage;

Life-threatening fungus as determined by a Clark County Health District Official and/or a licensed hazardous waste consultant;

Exposed electrical wiring;



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Defective ventilation;

Inadequate plumbing, heating and/or cooling that will require long-term repair;

Other serious conditions identified by SNRHA Maintenance Department that require long-term repair.

Notification: If at least one of the foregoing conditions is found to exist, SNRHA shall immediately notify the resident family or families affected and advise them, in writing, as follows:

A unit has been designated;

They will be required to move and sign a new lease no later than five (5) days from the date they receive the notice;

If the hazardous condition was caused by the family, the family shall bear the cost of repair and moving.

If the family is unable to move due to financial reasons, SNRHA shall contract with a third party entity to move the family and shall bill the family for said costs, no later than the date on which the repair bills are submitted to them.

If the resident family refuses to move or otherwise fails to pay the repair and/or moving costs, SNRHA will initiate eviction proceedings against the family

If the hazardous condition was not caused by the family, SNRHA will bear the cost of all repairs and documented moving costs incurred by the family.

C. TRANSFERS DUE TO ILLNESS AND/OR DISABILITY

Unit transfers will be implemented by SNRHA to accommodate the accessibility needs of residents and/or their household members, arising from long-term illness or disability.

Accessibility needs are those that require one or all of the following:

A first floor and/or single story dwelling;

Widened hallways and/or lowered cabinets;

Roll-in shower facilities

Flashing-light-censored smoke detectors

Central air conditioning and heat

Documentation

Families who request a transfer due to illness and/or disability may be required to submit recent verifiable documentation from a health care provider or social service entity that confirms the impairment and the accessibility needs.

Notification

Upon a determination that the family's request for a transfer due to illness or disability has been approved, SNRHA shall send the resident a thirty (30) day Notice of Transfer. This places the resident family on notice that they have been approved for a transfer and that any time after the thirty (30) day period has passed:

A unit to which the family may transfer will be designated at such time as it becomes available;



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They will be required to enter into a new lease for the transfer unit;

That if they refuse to move into the unit, they must sign a waiver of the transfer request.

When the transfer is authorized, the resident family shall be notified of the identity of the transfer unit and that they are required to accept the dwelling unit within three (3) calendar days and lease the unit within two (2) calendar days after accepting the unit.

The resident can receive an extension of up to an additional seven (7) calendar days, at SNRHA's discretion, subject to documented evidence of an undue hardship on the family.

Examples of undue hardship include but are not limited to:

Death in the immediate family

Jury duty

Hospitalization

Verified medical reasons

A new disability which makes the new unit unsuitable for the family's housing needs

Inability to obtain the resources to execute the move

Any extension must be approved by the Director of Operations or designee.

D. TRANSFERS TO ACCOMMODATE FAMILIES THAT ARE OVER- OR UNDER-HOUSED.

Unit transfers will be implemented by SNRHA to accommodate resident families that are determined to be over-housed or under-housed by virtue of their family size based on the general occupancy standards. These transfers may be initiated by SNRHA or the resident or both. A family may request an exception to the general occupancy standards. SNRHA will evaluate the relationship and ages of all family members and the overall size of the unit. If approved, the family must agree to remain in the approved unit for one year. For overcrowded units these factors will be considered in the following order:

1. Extent of over-crowding (with household needing more than one bedroom considered before households needing only one bedroom in order to achieve proper occupancy);
2. The household's status as a working family and/or how household's income level would contribute to deconcentrating very low income households and date of overcrowding.
2. For under occupancy cases, the following factors would be considered. 1. Extent of under occupancy (with household having more than one extra bedroom required to transfer before those with one extra bedroom 2. Date of under occupancy.

Notification

Upon a determination that the family is approved to move into a unit of a different size, SNRHA shall send the resident a thirty- (30) day Notice of Transfer. This places the resident family on notice that they have been approved for a transfer and that any time after the thirty- (30) day period has passed:

A unit to which the family must transfer may be designated;

They will be required to move into that unit in accordance with the terms of their lease;

They will be required to enter into a new lease for the transfer unit;



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When the transfer is authorized, the resident family shall be notified of the identity of the transfer unit and that they are required to accept the dwelling unit within three (3) calendar days and lease the unit within two (2) calendar days after accepting the unit.

The resident can receive an extension of up to an additional seven (7) calendar days, at SNRHA's discretion, subject to documented evidence of an undue hardship on the family.

Examples of undue hardship include but are not limited to:

Death in the immediate family

Jury duty

Hospitalization

Verified medical reasons

A new disability which makes the new unit unsuitable for the family's housing needs

Inability to obtain the resources to execute the move

Any extension must be approved by the Director of Operations or designee.

On Site Transfers for Over/Under Housed Families at Otto Merida and Vera Johnson A

Otto Merida and Vera Johnson A will maintain a separate, internal transfer waitlist for families who are determined to be over/under housed at time of annual recertification. Otto Merida will adhere to a 2:1 ratio for transfers and Vera Johnson A will adhere to a 4:1 ratio for transfers. Families who transfer due to being over/under housed must qualify for the transfer unit under the LITC income guidelines established at each site.

Resident Refusal of the Transfer Unit

The resident may decline the transfer unit for good and reasonable cause. Such cause shall be considered sufficient if:

The unit does not provide adequate accessibility, or

The unit will not have the required effect of accommodating the family size.

The Director of Operations shall determine if the unit refusal is for good cause. If the resident declines the unit without good cause, SNRHA shall assign the unit to another family and void the request for transfer if generated by the family.

If the resident refuses the transfer unit when the reason for the transfer is an emergency, under/over housed or abatement, a 30-day notice will be issued. The unit will be reassigned and the transfer will be voided.

Residents who currently reside in a senior designated property that requests a transfer and are offered a unit located in a non-senior designated property have a right to refuse the unit and will not be withdrawn and can continue to be on the transfer list unit such unit requested becomes available.

Transfer Procedures

The Development Manager and resident will participate in a pre-transfer inspection to determine damages prior to transfer and the charges made part of the new lease.

The resident and SNRHA shall enter into a new lease agreement for the transfer unit.



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Security Deposits

1. Families transferring to another development must have paid the security deposit in full at the sending development.
2. SNRHA will charge the families for any damages to the previous unit.
3. Security deposits will be refunded to the resident under the terms of the lease for the previous unit. The resident must deposit with SNRHA a security deposit on the new unit consistent with the security deposit policy in effect at the time of the transfer.
4. Refer to Security Deposit Chapter for additional details.
5. Move-out charges will be posted to the new unit. The office of the receiving development is responsible for collecting any maintenance charges due SNRHA.

E. GENERAL CONDITIONS GOVERNING TRANSFERS

Discrimination Prohibited

Transfer requests shall be processed, evaluated, initiated and/or determined without regard to race, color, religion, gender, creed or national origin. Transfer requests based on household composition and/or illness disability must consider family size and disability.

Cleaning and/or Repair Charges

All transfers are subject to charges for cleaning or repair work performed by the maintenance staff on the vacated unit. All charges will be assessed after an inspection is completed by the resident and the housing manager. Residents will be required to pay any amounts owed to the past property within 30 days of the move out statement.

Rent Adjustments for Transferred Residents

No rent adjustment will be made, except for utility allowance, until the next scheduled certification.

Reexamination Date

The date of the transfer changes the reexamination date according to the block system of the gaining development, unless the annual reexamination period would exceed twelve months since the family's last annual reexamination.

The losing development will send the family's file to the gaining development once they have been notified that the family has accepted the unit, before the family is leased up. The gaining development will not attempt to lease up a family without possession of the family's file.

SNRHA Incentives for Higher Income Families Transferring Into Lower Income Developments

SNRHA will offer certain incentives to higher income families (Household Income at or above 60% of AMI) willing to move into lower income projects. If a higher income family agrees to move to a SNRHA-specified lower income development, SNRHA will agree to approve to transfer the resident family to the next available scattered site home or the development of the family's choice. The move will be approved according to the Occupancy Guidelines only if the family has consistently been in lease compliance for two years following admission.



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SNRHA will target homeownership opportunities to higher income families moving into lower income projects.

Processing In and Out of Developments

Gaining Developments

Transfers from other developments will be processed in the same manner as move-ins, including a new lease and applicable security deposit.

The resident transferring between public housing projects does not have to meet the admission requirements pertaining to income or preference.

In the event that a household must transfer due to a Health and Safety issue, management may consider transferring the household within the same development if vacant units are available.

VAWA or Reasonable Accommodation Transfers:

Any outstanding balance will transfer to the new unit and the new Manager is responsible to collect. If the tenant is on a current repayment agreement it will transfer to the new unit with the same terms. All move-out charges on the old unit will transfer to the new unit and put on a 30 day repayment agreement. All other transferred charges are considered past due and are due immediately.

Non-VAWA or Non-Reasonable Accommodation Transfers:

Residents that owe a balance will not be able to transfer until all balances are paid in full. Repayment agreement will not transfer to the new unit; they must be paid in full before a resident can transfer. Any charges, including move out charges, assessed on the old unit after the transfer, will be transferred to the new unit and put on a 30 day repayment agreement.

Residents Failure to Transfer Units

In the event the resident fails to transfer and submit keys within the timeframes as stated in this policy, both managers will serve the tenant with a 30 Day Notice for failure to vacate the unit they are transferring from.

COST OF TRANSFERS

Residents shall bear the cost of transfers to correct occupancy standards, resident requested transfers, incentive transfers, and other voluntary transfers.

SNRHA will bear the reasonable cost of transfers SNRHA requests for demolition, disposition, rehabilitation, building system failures, or emergency conditions due to no fault of the tenant. SNRHA will bear the reasonable cost of transfers needed as a reasonable accommodation for residents with disabilities, in accordance with SNRHA Reasonable Accommodation Policy and Procedures. The reasonable cost of transfers includes not just the cost of packing, moving, and unloading, but also the cost of connecting and reconnecting any existing resident-paid services such as telephone and cable.

Resident Selection Criteria **For Otto Merida Family Apartments**

The following criteria will be utilized to select from current residents residing in other Public Housing communities for the Project:



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1. Must have a favorable rental payment history. A resident will be considered to have a favorable rental payment history if there have been two or less delinquent rent payments in the previous twelve months.
2. Must be in good standing with SNRHA and in compliance with all terms and conditions of the resident's existing Lease.
3. Resident must be currently employed or enrolled in the Family Self Sufficiency Program and must have accomplished one or more established goals within the Program. SNRHA will provide the Manager with a list of residents wishing to transfer to the Project and the Manager will determine and certify the eligibility of the resident, and the resident will be notified of the determination. Transfer requests will be processed on a first come, first serve basis.

Income Tiering

In addition to the above selection criteria, SNRHA will institute an income-tiering system in allocating units within the Project. The units will be divided into three income tiers, which will be distributed equally across the development and by unit types. The income tiers will be as follows:

- **Low Tier:** Less than 20% of the HUD Area Median Income (AMI) for a Family of Four (or \$11,819 in 2005) 20 units;
- **Middle Tier:** Greater than 20% AMI and Less than 30% AMI for a Family of Four (or \$17,730 in 2005) 20 units; and
- **High Tier:** Greater than 30% AMI and Less than 60% AMI maximum tax credit income Level (or \$35,460 in 2005 for a Family of Four) 20 units.

Transfer requests from current SNRHA residents who meet the initial resident selection criteria noted above will be placed in one of the three income tiers, or disqualified by the Manager if the applicants' income is above the 60% AMI tax credit limit or do not meet the LIHTC eligibility.

After the initial inquiry is made of existing public housing residents, public housing residents may apply for transfer to the Project at the time of their annual certification by completing an application for the Honolulu Street Apartments.

Public Housing Waiting List

In the event there are no current public housing residents within the appropriate income tiers as indicated above who wish to transfer to the Project, Project vacancies will be filled from SNRHA's Public Housing certified waiting list utilizing current preferences and screening criteria in accordance with SNRHA's ACOP and the screening criteria described above. Employment income is a current SNRHA waiting list preference.

In the event there are no eligible applicants on the current Public Housing certified waiting list within the three income tiers, outreach will be conducted to the general public as provided in the Marketing Policy.



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Chapter 9 LEASING

[24 CFR 966.4]

INTRODUCTION

It is the SNRHA's policy that all units must be occupied pursuant to a dwelling lease agreement that complies with HUD's regulations [24 CFR Part 966]. This chapter describes pre-leasing activities and the SNRHA's policies pertaining to lease execution, security deposits, other charges, and additions to the lease.

A. LEASE ORIENTATION

In conjunction with execution of the lease, all adult family members must attend a new resident orientation within 90 days of move-in.

Residents with disabilities may request a reasonable accommodation.

Orientation Agenda

When families attend the lease orientation, they will be provided with:

- A sample copy of the lease
- A copy of the grievance procedure
- A copy of the house rules
- Supportive services information, including FSS
- Emergency maintenance policy
- Community Service requirements and policy
- Pet policy
- Trespass policy
- Bed Bug Addendum
- Housekeeping Standard
- Other Lease addendums
- Firearms Policy

Topics to be discussed will include, but are not limited to:

- Applicable deposits and other charges
- Maintenance charges
- Provisions of the lease
- Unit maintenance and work orders
- Terms of occupancy
- Rent choice/Flat rent/income based/seasonal employment

SNRHA shall ensure additional efforts are made to ensure full program accessibility to persons with Limited English Proficiency, including notifying organizations that provides services to low-income families whose primary language is Spanish, as outlined in SNRHA's Limited English Proficiency Plan.



B. LEASE REQUIREMENTS

The initial term of the lease will be for 12 months. The lease will renew automatically for 12-month terms with the following exception:

- SNRHA will not renew the lease if the family has violated the community service requirement (24 CFR 966.4).
- Due to the community service requirement, the lease does not automatically renew for terms of 12 months. An annual signing process, the completion of recertification, is required.
- The lease further provides for termination and eviction at the end of any 12-month lease term for non-compliance with the community service requirements at 24 CFR Part 960, Subpart F and Chapter 15 of this Admissions and Continued Occupancy Policy.

C. EXECUTION OF LEASE

The lease shall be executed by the head of household, spouse or co-head; and by an authorized representative of SNRHA, prior to admission.

The head or co-head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head or co-head.

An appointment will be scheduled for the parties to execute the lease. One executed copy of the lease will be given to the tenant, and the SNRHA will retain the original in the tenant's file. The lease is incorporated into this policy by reference. The lease document will reflect current SNRHA policies as well as applicable Federal, State and local law.

The following provisions govern lease execution and amendments:

- A lease is executed at the time of admission for all new tenants.
- A new lease is executed at the time of the transfer of a tenant from one SNRHA unit to another
- If, for any reason, the head or co-head of household of the lease cease to be a member of the household, a new lease will be executed with the remaining members, so long as they meet the program requirements.
- Lease signers must be persons legally eligible to execute contracts.
- The names, relationship to head, date of birth, and social security number of all household members are listed on the lease at initial occupancy and on the Application for Continued Occupancy (need to determine name of form to be used) each subsequent year. Only those persons listed on the most recent certification shall be permitted to occupy a dwelling unit.
- Changes to tenant rents are made upon the preparation and execution of an addendum to the lease which reflects any change in household composition or rent. Documentation will be included in the tenant file to support proper notice.



- Households that include a live-in aide are required to execute a live in aide agreement authorizing the arrangement and describing the status of the aide.
- Households that include a live-in aide will contain file documentation that the live-in aide is not a party to the lease and is not entitled to SNRHA assistance, with the exception of occupancy while serving as the aide for the participant family member.

The SNRHA may modify its form of lease from time to time, giving tenants an opportunity to comment on proposed changes and advance notice of the implementation of any changes. A tenant's refusal to accept permissible and reasonable lease modifications, or those modifications required by HUD, is grounds for termination of tenancy.

D. ADDITIONS TO THE LEASE

Only those persons listed on the most recent certification form and lease shall be permitted to occupy a dwelling unit.

All persons listed on the most recent certification form and the lease must use the dwelling unit as their sole residence.

Requests for the addition of a new member of the household must be approved by the SNRHA, prior to the actual move-in by the proposed new member.

Following receipt of a family's request for approval, the SNRHA will conduct a pre-admission screening, including the Criminal History Report, of the proposed new adult member. Only new members approved by the SNRHA will be added to the household.

Family members over the age of 18 who move from the dwelling unit to establish new households shall be removed from the lease. These individuals may not be readmitted to the unit and must apply as a new applicant for placement on the waiting list. Exceptions will be made by the approval of the Director of Operations or designee.

Minors being added to the household by other than birth or legal adoption or court – awarded custody must be verified by court action. Temporary guardianship will be considered as a court action. All temporary guardianship will be renewed and verified every six months.

Factors Determining Household Additions

Household additions subject to screening:

- Resident plans to marry;
- Resident desires to add a new adult family member to the lease or employ a live-in aide.



- A unit is occupied by a remaining family member(s) under age 18 (not an emancipated minor) and an adult who was not a member of the original household requests permission to take over as the head of household. Guardianship and/or custody of the remaining family member(s) under 18 must be obtained by the adult who was not a member of the original household. The family will have 90 days to obtain all documentation. If the adult is unable to provide appropriate documentation regarding the remaining minor, children and/or fails to comply with all screening requirements they are ineligible to occupy the unit at the expiration of the 90 days.

Factors determining household additions that are not subject to screening:

Children born to a family member or whom a family member legally adopts are exempt from the pre-screening process.

Children for whom the family receives court-awarded custody

Persons under the age of 18 years

Foster Children proposed to live in the unit

In cases where the addition of a new member who has not been born, married, awarded legal custody or guardianship, or legally adopted into the family, and the addition will affect the bedroom size required by the family, according to the SNRHA occupancy standards, the SNRHA will not approve the addition. An exception will be granted if the family has submitted a Self-Certification of Physical Custody of Minor Child/Children or an Appointment of Temporary Guardian to the SNRHA.

Residents who fail to notify the SNRHA of additions to the household, or who permit persons to join the household without undergoing screening, are in violation of the lease. Such persons are considered to be unauthorized occupants by the SNRHA, and the entire household will be subject to eviction [24 CFR 966.4(f) (3)].

Family members age 18 and over, other than spouse, who move from the dwelling unit shall be removed from the lease. The tenant must notify the SNRHA of the move-out within 10 calendar days of its occurrence. These individuals may not be readmitted to the unit and must apply as a new applicant for placement on the waiting list.

The SNRHA in making determinations under this paragraph will consider medical hardship or other extenuating circumstances.



Visitors

1. The resident may not allow visitors to stay overnight more than fourteen (14) consecutive days nor more than 30 calendar days in a twelve month period without prior written approval of management.
2. Visitors who remain beyond this period shall be considered unauthorized, and their presence constitutes a breach of the lease.
3. If an individual other than a leaseholder is representing to an outside agency that they are residing in the lessee's unit, the person will be considered an unauthorized member of the household.
4. Roomers and lodgers are not permitted to occupy a dwelling unit, nor are they permitted to move in with any family occupying a dwelling unit. Advertisements for roomers or lodgers shall be considered a violation of the lease by virtue of intent to sub lease portions of the assisted unit.
5. Residents are not permitted to allow a former tenant of the SNRHA who has been evicted to occupy their unit for any period of time.
6. Medical hardship or other extenuating circumstances shall be considered by SNRHA in making determinations under this area. Temporary caretaker request must be provided by the resident and verified by a medical provider. The status must be updated every thirty (30) days. The SNRHA will review the request and verified reasons for the caretaker during an extended medical hardship. Approval of the caretaker to occupy the unit for a period beyond 2 weeks will require prior approval by the Property Manager.

Absences from the Unit

Residents must advise the SNRHA when they will be absent from the unit for more than 30 consecutive days and provide a means for the SNRHA to contact the resident in the event of an emergency. Failure to advise the SNRHA in writing of extended absences is grounds for termination of the lease.

E. LEASING UNITS WITH ACCESSIBLE OR ADAPTABLE FEATURES

[24 CFR 8.27(a) (1) (2) and (b)]

Before offering a vacant accessible unit to a non-disabled applicant or resident, the SNRHA will offer such units:

First, to a current occupant of another unit of the same development, or other public housing developments under the SNRHA's control, who has a disability that requires the special features of the vacant unit?



Second, to a current occupant of other public housing developments under the SNRHA's control who has a disability that requires the special features of the vacant unit?

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

Accessible units will be offered to and accepted by non-disabled applicants or residents only with the understanding that such applicants/resident must agree to relocate to a non-accessible unit at a later date if a person with a disability requiring the unit applies for housing and is determined eligible or there is an existing resident who require the features of the accessible unit.

The SNRHA will require a non-disabled applicant or resident to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant or resident. This requirement will be a provision of the lease agreement.

F. UTILITY SERVICES

Tenants responsible for direct payment of utilities must abide by any and all regulations of the specific utility company, including regulations pertaining to advance payments of deposits.

If a resident or applicant is unable to establish utility services due to a previous balance owed to the utility company, the resident/applicant will not be permitted to move into a unit with resident paid utilities. This may mean that a current resident cannot transfer or that an applicant cannot be admitted. See page 6-16.

Failure to maintain utility services during tenancy is a lease violation and grounds for eviction. Non-payment of excess utility charge payments to the SNRHA is a violation of the lease and is grounds for eviction.

SNRHA may send utility reimbursement directly to the utility supplier without the consent of the family that is paying an income based rent. SNRHA will notify the family of the amount of any such direct payment to the utility supplier.

The lease will designate the appliances provided by SNRHA (i.e.: stove and refrigerator). The tenant is responsible for proper hook-up, safety and maintenance of any appliances they may provide (i.e.: dryers).

G. SECURITY AND PET DEPOSITS

Security Deposit

Tenant security deposits are required to minimize collection losses and encourage residents to leave their apartments clean and in good condition when they vacate.



Security Deposit Amounts

New tenants must pay a security deposit to the SNRHA at the time of leasing the unit.

The Security Deposits for Public Housing will be based on bedroom size as follows:

- Efficiency Unit: \$200.00
- One Bedroom Unit: \$200.00
- Two Bedroom Unit \$250.00
- Three Bedroom Unit \$300.00
- Four Bedroom Unit \$350.00
- Five Bedroom Unit \$400.00

Scattered Site units will be required to pay an additional \$100 deposit for lawn or yard maintenance for which they are responsible for under terms of their lease.

Transfer of Security Deposit

If a resident transfers, the original security deposit may be refunded to the resident less any charges for unpaid rent or damages beyond normal wear and tear. The resident must then pay the required deposit for the new unit. The resident will be responsible for payment of any additional security deposits as outlined in this policy. The tenant will also be further billed for any maintenance or other charges beyond the security deposit.

The SNRHA may permit installment payments of security when a new tenant demonstrates a financial hardship to the satisfaction of the SNRHA. The Authority may allow for one-third of the required deposit at the time of admission and the remainder to be paid with additional equal payments for a two-month period. The full deposit must be paid within 90 days of initial occupancy.

The Security Deposit will be returned, less any applicable charges, to the tenant after move-out, if the following conditions are met:

- There is no unpaid rent and/or charges for which the resident is liable under the lease or as a result of breaching the lease.
- The dwelling unit and all equipment are left clean, and all trash and debris have been removed by the family.
- There is no breakage or damage beyond that expected from normal wear and use.
- Tenant gave the required 30 calendar days advance written notice of intent to vacate and all keys issued have been returned to the management office when the family vacates the dwelling unit.

The Security Deposit may not be used to pay charges during the tenant's occupancy.



The SNRHA will hold the security deposit for the period the tenant occupies the unit. The SNRHA will refund the Security Deposit less any amounts owed, within 30 calendar days after move out and tenant's notification of new address. If no address is provided, the refund will be mailed to the last known address.

The SNRHA will provide the tenant or designee identified above with a written list of any charges against the security deposits. If the tenant disagrees with the amount charged to the security deposits, the SNRHA will provide a meeting to discuss the charges.

The resident must leave the dwelling unit in a clean and undamaged (beyond normal wear and tear) condition and must furnish a forwarding address to the SNRHA. All keys to the unit must be returned to the Management upon vacating the unit.

The SNRHA will not use the security deposit for payment of rent or other charges while the tenant is living in the unit.

The tenant will be billed for any maintenance or other charges. If the tenant family will be transferred from one public housing dwelling unit to another the SNRHA will conduct the required move-out inspection and determine what charges, if any, should be assessed to tenant's account. SNRHA will establish the security deposit for the new unit based upon the current security deposit policy and the family will be required to pay the balance/new deposit amount in effect at that time.

H. ADDITIONAL SECURITY DEPOSIT COLLECTION PROCEDURES

Security Deposits are governed by the terms of the lease, 24CFR's and Nevada's Statutes. The SNRHA reserves the right to bill a resident's account additional charges if any of the situations below exist or take place within a resident's apartment. This money will be added to the resident's current security deposit. Such deposits may be collected for the following:

- 1) Unauthorized wallpapering.
- 2) Painting walls any color other than the original color upon move-in.
- 3) If the resident fails a housing inspection due to unsanitary housekeeping or excessive damage to the unit that is beyond normal wear and tear.
- 4) Evidence of pet damages (carpet stains, clawing, biting unit components, defecation interior or exterior, fleas, landscaping, lawn or property, fences or other visual damage).

If any of the above items are found within a household the resident will be immediately billed per labor rates established according to the Maintenance Charge List and added into the tenant's security deposit funds. The SNRHA has enacted this change to protect the interest of our housing stock and to reduce the billable charges due by the resident once they have moved out of SNRHA housing.



Pet Deposit

DEPOSIT SCHEDULE:

Type of Pet	Deposit
Dog	\$200
Cat	\$200
Fish Aquarium	\$50.00
Fish Bowl (Requires no power and no larger than 2 gallons)	\$0
Caged pets (birds, gerbils, hamsters)	\$50.00

ALL PET AGREEMENTS SIGNED WITH RESIDENTS OF SNRHA PRIOR TO THE ADOPTION OF THIS POLICY (03/01/2010) ARE NOT SUBJECT TO PAYING ADDITIONAL DEPOSIT AMOUNTS

RESIDENTS SIGNING PET POLICY AGREEMENTS FOLLOWING THE ADOPTION OF THIS POLICY WILL BE SUBJECT TO PAYING DEPOSITS FOR ANY NEW OR ADDITIONAL PETS.

Assistance Animals for persons with a disability are not subject to the pet deposit.

The SNRHA may permit installment payments of when a new tenant demonstrates a financial hardship to the satisfaction of the SNRHA.

The pet security deposit is to cover the cost of damages created by the pet. Tenant will be given a list of all such damages and the applicable charges that will be deducted from the pet deposit at the time the tenant vacates the unit or the pet is removed from the unit, whichever occurs first. Tenant will also be advised of their right to an informal meeting and/or grievance hearing should they dispute the charges. (See Chapter 10 for remainder of pet policy provisions.) The pet deposit will be returned to the tenant or the person designated by the former tenant, upon notification that the pet is no longer in the unit or in the event of the former tenant's incapacitation or death.

Interest

SNRHA will not compute or pay any interest on any deposit.

I. RENT PAYMENTS

See Chapter 13, Rent and Debt Collection Procedures.

J. FEES AND NONPAYMENT PENALTIES

See Chapter 13, Rent and Debt Collection Procedures.



K. SCHEDULES OF SPECIAL CHARGES

Schedules of special charges for services, repairs, utilities and rules and regulations which are required to be incorporated into the lease by reference shall be publicly posted in a conspicuous manner in the community office, and they will be provided to the resident at the time of lease execution.

The SNRHA will assess residents a charge for tenant-caused damage to its Conventional housing facilities (i.e., dwelling unit and/or common areas). Where there is no specific cost listed for an item of work, the charge to the family will be based upon the SNRHA labor rate times (x) the hours of labor charged to the job plus (+) the actual cost of parts and materials that were used on the job. A Schedule of Charges will be maintained by the agency and periodically updated. A copy of this schedule will be posted in all management offices and shall be made available upon request. The SNRHA will not charge for any repairs that are necessitated by normal wear and tear; nor is there a charge for any scheduled periodic work, such as painting or extermination. However, if extermination is required on other than the pre-established scheduled basis and there is a determination that the extra extermination services are due to the negligence of the tenant family, the SNRHA reserves the right to charge for said service.

L. MODIFICATIONS TO THE LEASE

Schedules of special charges and rules and regulations are subject to modification or revision. Tenants will be provided at least thirty days written notice of the reason(s) for any proposed modifications or revisions, and they will be given an opportunity to present written comments. Comments will be taken into consideration before any proposed modifications or revisions become effective.

A copy of such notice shall be posted in the central office, each development office.

Any modifications of the lease must be accomplished by a written addendum to the lease and signed by parties, the resident(s) and the SNRHA.

M. CANCELLATION OF THE LEASE

Cancellation of the tenant's lease is to be in accordance with the provisions contained in the lease agreement and as stated in this policy.

N. SMOKE FREE HOUSING

HUD in its Final Rule has mandated that ALL Public Housing and mixed finance developments be Smoke Free effective within eighteen months (24 CFR 965 and 966). SNRHA must implement their Smoke Free policies, barring the use of prohibited tobacco products in all public housing and administrative office buildings, public housing offices, day care centers, community centers, common areas, and laundry rooms assisted under the U.S. Housing Act of 1937, other than assistance under section 8 of the 1937 Act. (collectively, "restricted areas"). The Rule does not prohibit smoking by residents; rather it



requires that residents and guests who smoke do so at least 25 feet away from the buildings.

- Prohibited Tobacco products are defined as items that involve the ignition and burning of tobacco leaves, such as cigarettes, cigars, pipes, ~~and~~ water pipes (also known as hookahs), and ENDS (Electronic Nicotine Delivery Systems) also known as vaping.

MARIJUANA

Regardless of the purpose of legalization under state law (medical or recreational), the use of marijuana in any form, is illegal under The Controlled Substance Act (CSA) and therefore, is an illegal controlled substance under Section 577 of the Quality Housing and Work Responsibility Act (QHWRA). This pertains to PHA's and to all owners and operators of other federally subsidized properties.

HUD's Memorandum "Use of Marijuana in Multifamily Assisted Properties" acknowledged that various states have legalized marijuana for "medicinal purposes" and that some states have broadened that to include recreational use. However, they still cite the illegal use in any form under the Controlled Substance Act stating:

- Owners must deny admission to assisted housing for any household with a member determined to be illegally using a controlled substance.
- Owners may not establish lease provisions or policies that affirmatively permit occupancy by any member of a household who uses marijuana.
- Owners must establish policies which allow the termination of tenancy of any household member who is illegally using marijuana, and cannot have a provision that allows to preserve a tenancy in cases of medical marijuana use that seems harmless and is not disturbing others.

HUD does not consider addiction to nicotine or smoking to be a disability. Reasonable Accommodations will not be approved to allow smoking in restricted areas, but other reasonable accommodation requests to allow easier access to smoking areas will be approved for persons with disabilities.

Failure to comply with the Smoke Free Policy may result in:

- Increased Inspection Frequency. Upon issuance of a written warning from management and/or a documented complaint, the PAH will increase the frequency of unit inspections for a suspected policy violator.
- Termination of Tenancy/Eviction. A tenant shall be in violation of their lease if the resident or any guest is determined to be smoking in violation of the policy. **Four (4)** violations of SNRHA Smoke Free Policy may result in termination of the lease and eviction.
- Residents may request grievance hearings in accordance SNRHA's policy.

Smoke-Free Apartments:

Residents, staff and guests are prohibited from smoking on all Public Housing and mixed finance properties owned and managed by SNRHA, including the apartment rented by the resident, the building in which the dwelling unit is located, and all common areas and administrative



buildings, and outside the building up to 25 feet from each building and 25 feet from the building's entry.

The Southern Nevada Regional Housing Authority Not a Guarantor of Smoke-Free Environment

The adoption of a smoke free living environment and the mandate to designate all Public Housing properties as smoke-free, does not make SNRHA a guarantor of resident's health or of the smoke free condition of the resident's apartment and common areas. However, SNRHA shall take reasonable steps to enforce the smoke-free terms of its leases and to make the property smoke-free. SNRHA will post smoke free properties with "No Smoking" signs inside and outside the buildings and may, at its sole option, consider designating smoking areas at any or all of the properties.

Smoking on the Property as a Lease Violation

If a resident smells tobacco smoke anywhere in the building, they should report this to the office as soon as possible. Management will seek the source of the smoke and take appropriate action. A resident will be in violation of his/her lease if the resident or any guest is determined to be smoking on SNRHA property. Four (4) violations of SNRHA's Smoke Free Policy may result in eviction. All applicants/residents acknowledge receipt of this Policy and Smoke-Free Lease Addendum in writing at the time of application. Residents will be required to sign the Lease Addendum prior to the deadline for implementation.

O. INSPECTIONS OF PUBLIC HOUSING UNITS

Initial Inspections

The SNRHA and the family will inspect the premises prior to occupancy of the unit in order to determine the condition of the unit and equipment in the unit. A copy of the initial inspection, signed by the SNRHA and the tenant, will be kept in the unit file and tenant file.

Vacate Inspections

The management staff will perform a move-out inspection when the family vacates the unit, and will encourage the family to participate in the move-out inspection.

The purpose of this inspection is to determine necessary maintenance and whether there are damages that exceed normal wear and tear. The SNRHA will determine if there are tenant caused damages to the unit. Tenant caused damages may affect part or all of the family's security deposit. Documentation, including pictures of tenant caused damages will be maintained in tenant file.

The move-out inspection also assists the SNRHA in determining the time and extent of the preparation and repairs necessary to make the unit ready for the next tenant.

Annual Inspections

The SNRHA will inspect all units annually using HUD-required standards. All inspections will include a check of all smoke alarms to ensure proper working order. Pictures of any damages and/or housekeeping problems may be taken. At each annual inspection, staff will



verify that the additional room is still being used for medical equipment or live-in aide.

Residents who "fail" the inspection due to housekeeping or tenant-caused damages will be given 10 calendar days to correct noted items and placed on a schedule of 30, 60, and 90 day inspections conducted to ensure lease compliance. Failure to comply with housekeeping requirements are grounds for lease termination.

Residents may request a copy of the inspection report with required corrections. In cases where units failed inspection for housekeeping or damage, a conference is scheduled with the property management.

If necessary to bring the unit into HUD-required compliance, needed repairs will be completed by the SNRHA.

Required corrections will be repaired by the SNRHA within 30 business days of the inspection date.

Damages beyond "normal wear and tear" will be billed to the tenant.

Residents who repeatedly "fail" the inspection or cause excessive damage to the unit will be in violation of their lease. SNRHA will take appropriate lease enforcement action.

Quality Control Inspections

The housing management staff will conduct periodic quality control inspections to determine the condition of the unit and to identify problems or issues in which the SNRHA can be of service to the family.

The SNRHA management staff will conduct quality control inspections on 5% of the units.

The purpose of these quality control inspections is to assure that repairs were completed at an acceptable level of craftsmanship and within an acceptable time frame.

The property manager may conduct periodic inspections to determine the condition of the unit and to identify problems or issues in which the SNRHA can be of service to the family.

Special Inspections

Housing management staff may conduct a special inspection for housekeeping, unit condition, or suspected lease violation.

HUD representatives or local government officials may review SNRHA operations periodically and as a part of their monitoring may inspect a sampling of the SNRHA's inventory.

Modernized and Scattered Site Inspections: New move inspections will be conducted within 60 days of the resident leasing the unit to ensure the unit and grounds are being maintained.



Unit inspections will be conducted within ten (10) working days from the date SNRHA is notified or receives knowledge of an unsatisfactory condition such as infestation, damages, unsatisfactory housekeeping, Code violations, or complaints of poor exterior conditions.

Other Inspections

The SNRHA management staff will periodically conduct windshield and/or walk-through inspections to determine whether there may be lease violations, adverse conditions or local code violations.

Playground inspections are conducted weekly to determine playground safety.

Building exterior and grounds inspections are conducted at all Public Housing properties to determine hazardous conditions as well as to assist in budget preparation.

Emergency Inspections

Housing management staff may initiate an emergency inspection report to generate a work order if they believe that an emergency exists in the unit or on a Public Housing site. In addition, staff may conduct an emergency inspection without a work order and generate a work order after the inspection has been conducted (see Entry of Premises Notice in this chapter.) Repairs are to be completed within 24 hours from the time the work order is issued.

Emergency Repairs to be Completed in Less than 24 Hours

The following items are to be considered emergency in nature and require immediate (less than 24 hour) repair or abatement:

- Broken window glass that affects unit security, is a cutting hazard, or occurs within inclement weather (to be secured or abated)
- Escaping gas
- Plumbing leaks that have the capacity to create flooding or cause damage to the unit
- Natural gas leaks or smell of fumes
- Backed-up sewage
- Electrical hazard
- Inoperable SNRHA-owned air conditioner/heater (seasonal)
- Inoperable smoke detectors will be treated as a 24-hour emergency and will be made operable by the SNRHA if the smoke detector is in need of repair. Residents who disengage smoke detectors will be charged (see Schedule of Charges posted.)
- Lock-outs – Subject to the resident paying the cost for responding.



Entry of Premises Notices

The SNRHA will give prior written notice for non-emergency inspections. Non-emergency entries to the unit will be made during reasonable hours of the day.

The SNRHA will provide the family with 48-hour notice prior to entering the unit for non-emergency reasons other than the annual inspection.

An inspection may not be conducted if there are minors and no adult (required to show identification) present in the unit during the inspection.

If no person is at home, the staff will enter the unit and conduct the inspection and will leave a written notice to the resident explaining the reason the unit was entered and the date and time.

A written notice specifying the purpose for non-emergency entry into the unit will be delivered to the premises at least 2 days before entry.

Where the SNRHA is conducting regular annual inspection of its housing units, the family will receive reasonable advance notice of the inspection to allow the family to prepare and be able to pass the inspection.

Reasons the SNRHA will enter the unit are:

- Inspections and maintenance
- To make improvements and repairs
- To show the premises for leasing
- In cases of emergency

The family must call the SNRHA at least 24 hours prior to the scheduled date of inspection to reschedule the inspection, if necessary.

The SNRHA will reschedule the inspection no more than once unless the resident has a verifiable medical reason which has hindered the inspection. The SNRHA may request verification.

Repairs requested by the family will not require prior notice to the family. Residents are notified in the lease that resident-requested repairs presume permission for the SNRHA to enter. The resident may specify at the time of request for repair or maintenance that they be present. SNRHA will take reasonable measures to comply with the resident's request; however known deficiencies must be corrected.

Non-Inspection Emergency Entry

The SNRHA staff will allow access to the unit to proper authorities when issues of health or safety of the tenant are concerned.



Family Responsibility to Allow Inspection

The SNRHA must be allowed to inspect the unit at reasonable times with reasonable notice. If the resident refuses to allow the inspection, the resident will be in violation of the lease.

ⁱ 24 CFR §§ 960.205 (b) and 966.4(a)(1)(v)



Chapter 10

PET POLICY

[24 CFR 5.309]

INTRODUCTION

This chapter explains the SNRHA's policies on the keeping of pets and any criteria or standards pertaining to the policy. The rules adopted are reasonably related to the legitimate interest of the SNRHA to provide a decent, safe and sanitary living environment for all tenants, to protecting and preserving the physical condition of the property, and the financial interest of the SNRHA.

The purpose of this policy is to establish the SNRHA's policy and procedures for ownership of pets and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets.

Residents will comply with the dwelling lease, which requires that no animals or pets of any kind be permitted on the premises without prior written approval of the SNRHA.

Nothing in this policy or the dwelling lease limits or impairs the right of persons with disabilities to own animals that are used to assist them.

The SNRHA Pet Deposits, Fees, and Restrictions do not apply to Assistance Animals. An Assistance Animal is an animal that is needed as a reasonable accommodation for persons with disabilities.

In accordance with Section 526 of the Quality Housing and Work Responsibility Act of 1998 (QHWRA), SNRHA hereby sets forth rules and regulations concerning pet ownership in its public housing units. Only "common household pets" as defined herein will be permitted in SNRHA owned properties.

A common household pet, for the purposes of SNRHA's conventional housing program: A domesticated animal, such as a dog, cat, bird, or fish that is traditionally kept in the home for pleasure rather than for commercial or breeding purposes. Common household pet does not include reptiles. This definition shall not include animals that are used to assist persons with disabilities.

Residents may own up to two pets as defined in this policy. If one of the pets is a dog or cat, the second pet must be contained in a cage or an aquarium for fish. Each bird or other animal, other than fish, shall be counted as one pet.



A ANIMALS THAT ASSIST PERSONS WITH DISABILITIES

As a housing provider under the Fair Housing Act, with respect to animals that individuals with disabilities may request as reasonable accommodation.

Only rules related to the health of the animal, the responsibility of the animal's owner to clean up after the animal and prevent the animal from disturbing others will be applied to animals that assist persons with disabilities.

There are two types of assistance animals: (1) service animals, and (2) other trained or untrained animals that do work, perform tasks, provide assistance, and/or provide therapeutic emotional support for individuals with disabilities (referred to in this guidance as a "support animal"). Persons with disabilities may request a reasonable accommodation for service animals and other types of assistance animals, including support animals, under the FHA.

An animal that does not qualify as a service animal or other type of assistance animal is a pet for purposes of the Fair Housing Act and may be treated as a pet for the purposes of the lease and SNRHA's rules and policies.

To meet these exclusions, the resident/pet owner must provide SNRHA with the means to verify that:

1. Is the animal a dog? If yes, proceed to the next question. If no, the animal is not a service animal but may be another type of assistance animal for which a reasonable accommodation is needed¹.
2. Is it readily apparent that the dog is trained to do work or perform tasks for the benefit of an individual with a disability?
 - a. It is *readily apparent* when the dog is observed:
 - i. Guiding an individual who is blind or has low vision
 - ii. Pulling a wheelchair
 - iii. Providing assistance with stability or balance to an individual with an observable mobility disability².
 - b. Performing "work or tasks" means that the dog is trained to take a specific action when needed to assist the person with a disability.
 - i. If the individual identifies at least one action the dog is trained to take which is helpful to the disability other than emotional support, the dog should be considered a service

¹ Although a miniature horse is not a service animal, DOJ has determined that the same type of analysis is applied to determine whether a miniature horse should be provided access, although additional consideration, beyond the scope of this guidance, apply. See 28 C.F.R. § § 35.136(i); 36.302(c)(9)

² 28 C.F.R. §§ 35.136(f); 36.302(c)(6).



animal and permitted in housing, including public and common use areas.

- ii. If no specific work or task is identified, the dog should not be considered a service animal but may be another type of animal for which a reasonable accommodation may be required. Emotional support, comfort, well-being, and companionship are not a specific work or task for purposes of analysis under the ADA.

B MANAGEMENT APPROVAL OF PETS

All pets must be approved in advance by the SNRHA management. The pet owner must enter into a Pet Agreement with the SNRHA; pay the pet deposit as follows:

DEPOSIT SCHEDULE:

Type of Pet	Deposit
Dog	\$200
Cat	\$200
Fish Aquarium	\$50.00
Fish Bowl (Requires no power and no larger than 2 gallons)	\$0
Caged pets (birds, gerbils, hamsters)	\$50.00

See Sections D and E following for other management requirements.

C STANDARDS FOR PETS

Pet rules as outlined below will not be applied to animals that assist persons with disabilities except for rules related to the health of the animal, the responsibility of the animal's owner to clean up after the animal and prevent the animal from disturbing others which will be applied to animals that assist persons with disabilities.

Types of Pets Allowed

No pets except the following will be acceptable:

Dogs

- Maximum number: 1
- Maximum adult weight: 30 pounds
- Maximum height: 20" at shoulder at full growth
- Must be spayed or neutered and housebroken



Must have all required inoculations
Must be licensed as specified now or in the future by State law and local ordinance

Cats

Maximum number: 1
Must be spayed or neutered
Must have all required inoculations
Must be trained to use a litter box or other waste receptacle. Cardboard boxes are not acceptable and will not be approved. The resident shall not permit refuse from litter boxes to accumulate, become odorous, to become unsightly, or unsanitary.
Must be licensed as specified now or in the future by State law or local ordinance

Birds

Maximum number: 2
Must be enclosed in a cage at all times

Fish

Maximum aquarium size: 50 gallons
Must be maintained on an approved stand

Rodents (guinea pig, hamster, or gerbil ONLY)

Maximum number: 1
Must be enclosed in an acceptable cage at all times



Types of Pets Not Allowed

Common household pets permitted in dwelling units do not include:

Exotic pets or barnyard animals are prohibited. Exception may be made for certain species of pigs utilized as bonafide “service animals”. (Snakes and reptiles are considered exotic pets.)

Animals who would be allowed to produce offspring for sale

Wild animals, feral animals, and any other animals that are not amenable to routine human handling

Animals of species commonly used on farms

Non-human primates (unless as an assistive animal to a person with disabilities)

Animals whose climatological needs cannot be met in the unaltered environment of the individual dwelling unit

Pot-bellied pigs

Snakes, spiders, reptiles, and chickens

The following restrictions apply to pets, based on weight, size and inherent dangerousness, including prohibitions against the keeping of:

Any animal whose weight could exceed 30 pounds by adulthood

Dogs of the pit bull, Rottweiler, chow, or boxer breeds

Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites and lacerations

Hedgehogs or other animals whose protective instincts and natural body armor produce a risk to children of serious puncture injuries.

Chicks, turtles or other animals that pose a significant risk of salmonella infection to those who handle them

Pigeons, doves, mynah birds, psittacine birds, and birds of other species that are hosts to the organisms causing psittacosis in humans

Tenants are not permitted to have more than one *type* of pet.



D PETS TEMPORARILY ON THE PREMISES

Pets which are not owned by a tenant will not be allowed; although service animals of persons with disabilities who are visiting the unit are permitted.

Residents are prohibited from feeding or harboring stray animals.

This rule excludes visiting pet programs sponsored by a humane society or other non-profit organization and approved by the SNRHA.

State or local laws governing pets temporarily in dwelling accommodations shall prevail.

E REGISTRATION, ADMINISTRATION, AND OTHER RESTRICTIONS

Registration of Pets

1. Pets must be registered with the SNRHA before they are brought onto the premises. Registration includes certificate signed by a licensed veterinarian or State/local authority that the pet has received all inoculations required by State or local law, and that the pet has no communicable disease(s) and is pest-free. This provision applies to assistive animals for persons with disabilities.
2. Registration must be renewed and will be coordinated with the annual recertification date and proof of license and inoculation will be submitted at least 30 days prior to annual reexamination. This provision applies to assistive animals for persons with disabilities.
3. Dogs and cats must be spayed or neutered. This provision applies to assistive animals for persons with disabilities.
4. Execution of a Pet Agreement with the SNRHA stating that the tenant acknowledges complete responsibility for the care and cleaning of the pet will be required.
5. Approval for the keeping of a pet shall not be extended pending the completion of these requirements.
6. Registration for each animal is to be accomplished by the filing of the following disclosures and forms:
 - a. A health certificate prepared by a veterinarian (including attestations of no communicable disease and of spaying or neutering or of a medical condition precluding spaying or neutering)
 - b. Documentation of current rabies vaccination for species subject to state or local rabies vaccination requirements



- c. Copy of the license issued by the applicable municipality for “ownership” of each animal for whom licensing is a legal requirement
- d. Name, address and telephone number of a veterinarian who will be providing regular care
- e. Name of the adult household member who will be primarily responsible for animal care

Refusal to Register Pets

1. The SNRHA may not refuse to register a pet based on the determination that the pet owner is financially unable to care for the pet. If the SNRHA refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial and shall be served in accordance with HUD Notice requirements.
2. The SNRHA will refuse to register a pet if:
 - a. The pet is not a common household pet as defined in this policy;
Keeping the pet would violate any House Pet Rules;
 - b. The pet owner fails to provide complete pet registration information or fails to update the registration annually;
 - c. The SNRHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

A resident who cares for another resident's pet must notify the SNRHA and agree to abide by all of the pet rules in writing.

Pet Agreement

Execution of a Pet Agreement will be required, under which the resident acknowledges:

1. The right of management to enter dwelling unit when there is evidence that an animal left alone is in danger or distress
2. The right of management to seek impoundment and sheltering of any animal found to be maintained in violation of housing rules, pending resolution of any dispute regarding such violation
3. Receipt of a copy of all animal-related requirements and restrictions administered by management



4. In the context of public housing, that failure to abide by any animal-related requirement or restriction constitutes a violation of the “Tenant Obligations” appearing at 24 CFR 966.4(f)(4) and, therefore, grounds for lease termination pursuant to 24 CFR 966.4(k)(2)

Other Restrictions

The following other restrictions also apply:

1. A prohibition on the keeping of animals by any resident convicted of a felony or of a misdemeanor relating to treatment of an animal
2. A prohibition on the keeping of any dog or cat over six months of age who is not spayed or neutered
3. A prohibition against keeping animals in any dwelling unit having no air conditioning in which ambient temperatures may exceed 82 degrees at any time of day or night.
4. A restriction against walking or transporting any animal outside of the dwelling unit without use of a leash no longer than five (5’) feet or animal transport enclosure.
5. A prohibition against allowing animals on any premises outside of the dwelling unit unaccompanied by a family member, including homeless animals that are being fed or otherwise supported by residents.
6. A prohibition against the tethering or chaining of animals outside of or within the dwelling unit.
7. A prohibition of feeding any dog and/or cat outside the unit.
8. A restriction against subjecting animals to any surgical procedure, such as de-barking or de-clawing, that is typically performed as a substitute for correcting environmental deficiencies and providing proper supervision, or that can render animals abnormally aggressive
9. A requirement for the prompt removal of animal feces deposited in any common area
10. A requirement for regular removal and replacement of litter used in litter boxes or in animal enclosures maintained within dwelling units
11. A requirement for implementation of effective flea control by measures that produce no toxic hazard to children who may come into contact with treated animals



12. Pets are to be restrained so that maintenance can be performed in the unit. The resident **shall**, whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. If a maintenance person enters a unit where an animal is not restrained, maintenance shall not be performed, and the resident pet owner shall be charged a fee of \$25.00. If the situation occurs again, the pet shall be removed from the premises. The Housing Authority shall not be responsible if any animal escapes from the residence due to its maintenance, inspections, or other activities.

State and local public health and anti-cruelty laws are applicable. All complaints of cruelty and all dog bites will be referred to the relevant animal control or police agency for investigation and enforcement.

F ADDITIONAL FEES AND DEPOSITS FOR PETS

SNRHA requires a refundable pet deposit of \$200 for dogs and cats subject to charges for pet associated damage.

SNRHA requires a non-refundable pet fee for dogs of \$50 annually to defray the cost of providing pet waste receptacles and equipment as well as pet waste clean-up costs associated with the overall upkeep of the community. Residents are expected to properly dispose of pet waste.

SNRHA will allow gradual payment of the deposit in accordance with the following:

- An initial payment of \$50 on or prior to the date the pet is properly registered and brought into the apartment; and
- Monthly payments in an amount no less than \$50 until the specified deposit has been paid.

SNRHA will allow gradual payment of the pet fee in accordance with the following:

- An initial payment of \$10.00 due by the effective date of the annual recertification and up to four additional installments of \$10.00.

The SNRHA reserves the right to change or increase the required deposit by amendment to these rules.

The SNRHA will refund the pet deposit to the tenant, less any damage caused by the pet to the dwelling unit, upon removal of the pet or the owner from the unit. Pet fees are non-refundable.

The SNRHA will return the pet deposit to the former tenant or to the person designated



by the former tenant in the event of the former tenant's incapacitation or death.

The SNRHA will provide the tenant or designee identified above with a written list of any charges against the pet deposit. If the tenant disagrees with the amount charged to the pet deposit, the SNRHA will provide a meeting to discuss the charges.

All reasonable expenses incurred by the SNRHA as a result of damages directly attributable to the presence of the pet in the community will be the responsibility of the resident, including:

- The cost of repairs and replacements to the resident's dwelling unit;
- Fumigation of the dwelling unit;
- Common areas of the community.

Pet deposits are not a part of rent payable by the resident.

G ALTERATIONS TO UNIT

Residents/pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.

H PET WASTE REMOVAL CHARGE

A separate pet waste removal charge of \$25 per occurrence will be assessed against the resident for violations of the pet policy.

Pet waste removal charges are not part of rent payable by the resident.

All reasonable expenses incurred by the SNRHA, as the result of damages directly attributable to the presence of the pet will be the responsibility of the resident, including:

- The cost of repairs and replacements to the dwelling unit;
- Fumigation of the dwelling unit.

If the tenant is in occupancy when such costs occur, the tenant shall be billed for such costs as a current charge.

If such expenses occur as the result of a move-out inspection, they will be deducted from the pet deposit. The resident will be billed for any amount, which exceeds the pet deposit.

The pet deposit will be refunded when the resident moves out or no longer have a pet on the premises, whichever occurs first.

The expense of flea disinfestations shall be the responsibility of the resident.



I PET AREA RESTRICTIONS

Pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash and under the control of the resident or other responsible adult individual at all times.

Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building.

J NOISE

Pet owners must control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

K CLEANLINESS REQUIREMENTS

Litter Box Requirements.

All animal waste or the litter from litter boxes shall be picked up immediately by the pet owner, disposed of in sealed plastic trash bags, and placed in a trash bin.

Litter shall not be disposed of by being flushed through a toilet.

Litter boxes shall be stored inside the resident's dwelling unit.

Removal of Waste from Other Locations.

The Resident/Pet Owner shall be responsible for the removal of waste by placing it in a sealed plastic bag and disposing of it in an outside trash bin.

Any unit occupied by a dog, cat, or rodent will be fumigated at the time the unit is vacated or during regularly scheduled extermination of the unit.

The resident/pet owner shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

L PET CARE

No pet (excluding fish) shall be left unattended in any apartment for a period in excess of 10 consecutive hours.

All residents/pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.

Residents/pet owners must recognize that other residents may have chemical sensitivities or allergies related to pets, or may be easily frightened or disoriented by animals. Pet owners must agree to exercise courtesy with respect to other residents.



M RESPONSIBLE PARTIES

The resident/pet owner will be required to designate a responsible party for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet.

N INSPECTIONS

The SNRHA may, after reasonable notice to the tenant during reasonable hours, enter and inspect the premises, in addition to other inspections allowed.

O TERMINATION OF TENANCY

The SNRHA may initiate procedures for termination of tenancy based on a pet rule violation if:

The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified; and

The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

P PET REMOVAL

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the Responsible Party designated by the resident/pet owner. This includes pets that are poorly cared for or have been left unattended for over 10 consecutive hours.

If the responsible party is unwilling or unable to care for the pet, or if the SNRHA after reasonable efforts cannot contact the responsible party, the SNRHA may contact the appropriate State or local agency and request the removal of the pet.

If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

O EMERGENCIES

The SNRHA will take all necessary steps to insure that symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate State or local entity authorized to remove such animals.

If it is necessary for the SNRHA to place the pet in a shelter facility, the cost will be the responsibility of the tenant/pet owner. Pets that become vicious, display aggressive behavior are subject to referral to appropriate State or Local agency.



Chapter 11

RECERTIFICATIONS

[24 CFR 5.613, 24 CFR 5.61524 CFR Part 960 Subpart C, 5.657, 880.603, 884.218, 886.124, 886.324, 891.410, 891.610, 891.750, 960.257, 982.516]

INTRODUCTION

HUD requires that PHA's offer all families the choice of paying income-based rent or flat rent at least annually. Families who choose to pay flat rent or families who receive a verifiable fixed income are required to complete a reexamination of income, deductions and allowances at least once every three years. Flat rent or fixed income families must still report family composition and community service requirements on an annual basis.

To determine the amount of income-based rent, it is necessary for SNRHA to perform a reexamination of the family's income annually. At the annual reexamination, families who choose to pay income-based rent must report their current household composition, income, deductions and allowances. Between regular annual reexaminations, HUD requires that families report all changes in household composition, but SNRHA decides what other changes must be reported and the procedures for reporting them.

This chapter defines SNRHA's policy for conducting annual reexaminations. It also explains the interim reporting requirements for families, and the standards for timely reporting.

A. ELIGIBILITY FOR CONTINUED OCCUPANCY

Residents who meet the following criteria will be eligible for continued occupancy:

- Qualify as a family as defined in this policy;
- Are in full compliance with the resident obligations and responsibilities described in the dwelling lease;
- Have provided Social Security numbers on all family members or have certifications on file indicating they have no Social Security number.
- Whose family members have submitted required citizenship/eligible immigration status/non-contending documents. Who meet HUD standards on citizenship or immigration status or are paying a pro-rated rent.
- Who are in compliance with the SNRHA's community service requirements.
- Whose adult family members have passed an annual criminal screening.

Remaining Family Members and Prior Debt

1. Remaining family members age 18 years or older will be held responsible for arrearages incurred by the former head or spouse. SNRHA will not hold remaining family members (other than the head or spouse) responsible for any portion of the arrearage incurred before the remaining member attained age 18.



Exceptions may be made for extenuating circumstances or hardship.

2. Remaining family members under age 18 shall not be held responsible for the rent arrearages incurred by the former head of household.

B. ANNUAL RECERTIFICATIONS

The terms "annual recertification" and "annual reexamination" are synonymous.

In order to be recertified, families are required to provide current and accurate information on income, assets, allowances and deductions, and family composition. The annual recertification of family income and composition will be conducted the staff.

Families who choose flat rent and families who receive fixed income are to be recertified every three years. SNRHA staff will mail annual information packages to families and may schedule an interview if additional information is needed.

Annual Recertifications are scheduled; by the anniversary of their admission date.

Admission Anniversary System:

For families who move in on the first of the month, the annual Recertifications will be completed within 12 months of the anniversary of the move-in date. (Example: If family moves in August 1, the annual recertification will be conducted at most 120 days prior to be effective on August 1, the following year.)

For families who move in during the month, the annual Recertifications will be completed no later than the first of the month in which the family moved in, the following year.

(Example: If family moves in August 15, the effective date of the next annual recertification is August 1.)

When families move to another dwelling unit, the annual recertification date will not change.

Special Reexaminations: When it is not possible to estimate family income accurately, a temporary determination will be made with respect to income and a special reexamination will be scheduled every 90 days until a reasonably accurate estimate of income can be made.

Special reexaminations shall be conducted when there is a change in the head of household that requires a remaining family member to take on the responsibilities of a leaseholder.

Special Reexamination Following Income Disallowance: When a family qualifies for an earned income disallowance, a special reexamination will occur at the end of the initial 12 month disallowance period and at the end of the second 12 month disallowance period.

Zero/Extremely Low Income Families: Unless the family has income that is excluded from rent computation, families who report zero income or extremely low income will have the income be re-verified through EIV every 90 days for income changes and are further required to complete a written no/low income certification every 180 days and undergo an interim recertification every 180 days. (See Other Interim Reporting Issues below).



Recertification Notice to the Family

All families will be notified of their obligation to recertify by staff delivery or first class mail. The written notification shall be sent at least 120 calendar days in advance of the scheduled annual recertification date specifying the date and time of the appointment and the required documents that the tenant will need to supply.

During this reexamination period, the family will be given the option to choose flat rent or income-based rent. SNRHA will provide a form that states what the flat rent would be and what the family's income-based rent would be. The family will be required to make a choice and sign the form prior to the effective date of their reexamination. The form will be retained in the tenant's file.

If the family chooses flat rent, an annual recertification is required to verify community service requirements and family composition. Recertification of income is only required every three years.

Notification of the flat rent and an approximate amount of the income based rent, based on the last certification, and is sent at least 120 days in advance of the scheduled annual certification.

Families that have paid a flat rent for three years must complete a full certification process to determine accurate information regarding family composition and income. The family may choose to pay a flat rent or the income based rent annually.

Persons with Disabilities

If requested as an accommodation by a person with a disability, the SNRHA will provide the notice in an accessible format. The SNRHA will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

Persons with disabilities, who are unable to come to the SNRHA's office will be granted an accommodation of conducting the interview at the person's home, upon verification that the accommodation requested meets the need presented by the disability.

Collection of Information

The family is required to complete the Application for Continued Occupancy –Personal Declaration. Each adult member who reports no income or very low income will also be required to complete the Personal Declaration Form – No Income Questionnaire. Update form may be used for Interims.

Requirements to Attend

The following family members will be required to attend the recertification interview and sign the personal declaration along with other required forms:

- The head of household, spouse, co-head, and



- All adult household members, age 18 and older.

If the head of household is unable to attend the interview, the appointment will be rescheduled one time at the family's request.

Failure to Respond to Notification to Recertify

The written notification will explain which family members are required to attend the recertification interview. The family may call to request another appointment date up to 2 calendar days prior to the interview.

If the family does not appear for the recertification interview, and has not rescheduled or made prior arrangements with the SNRHA, the SNRHA will reschedule a second appointment.

If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, the SNRHA will not schedule a third appointment. If a household fails to complete annual recertification, they will receive a 30 day notice of lease termination for non-compliance with the recertification process.

If the family schedules an appointment and completes annual recertification requirements within thirty days of the effective date of the household's annual recertification, the annual recertification will be completed and the household's rent will be based on the income.

Exceptions to these policies may be made by the Asset Manager if the family is able to document an emergency situation that prevented them from canceling or attending the appointment.

Documents Required From the Family

In the notification letter to the family, the SNRHA will include instructions for the family to bring the following:

- Application for Continued Occupancy form Personal Declaration Form completed by head of household

- Documentation of income for all family members

- Documentation of assets

- Documentation to substantiate any deductions or allowances

- Documentation of family composition

- Picture identification for adults 18 years of age or older

- Other required documents on new family members, such as SSN or citizenship requirements

- Documentation of community service requirements

- Self-Declaration form when adult members 18 and over are declaring no income or very low income. (Except those 62 years and older/or disabled or enrolled in educational or approved training programs.)

- SNRHA will require a print out of utility bills for three months to be submitted for



residents claiming zero income.

Verification of Information

All information which affects the families continued eligibility for the program, and the family's Total Tenant Payment (TTP) will be verified in accordance with the verification procedures and guidelines described in this Policy. Verifications used for recertification must be less than 120 days old on the effective date of the recertification. All verifications will be placed in the file, which has been established for the family.

When the information has been verified, it will be analyzed to determine:

The continued eligibility of the resident as a *family* or as the *remaining member* of a family;

The unit size required by the family;

The amount of rent the family should pay.

Changes in the Tenant Rent

If there is any change in rent, including change in family's choice in rent, the lease will be amended, or a new lease will be executed, or a Notice of Rent Adjustment will be issued [24 CFR 966.4(c) & (o)].

Tenant Rent Increases

If tenant rent increases, a 30 day notice will be mailed to the family prior to the family's annual recertification date.

If less than 30 days are remaining before the family's annual recertification date, the tenant rent increase will be effective on the first of the second month following the thirty day notice.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the recertification processing, there will be a retroactive increase in rent to the family's annual recertification date.

Tenant Rent Decreases

If tenant rent decreases, it will be effective on the family's annual recertification date.

If the family causes a delay so that the processing of the recertification is not complete by the family's annual recertification date, rent change will be effective on the first day of the month following completion of the recertification processing by the SNRHA.

If tenant rent decreases and the change occurred within a month prior to the Recertification appointment, but the family did not report the change as an interim Adjustment, the decrease will be effective on the recertification anniversary date.

The Housing Opportunity through Modernization Act of 2016 ("HOTMA"). HOTMA amends the U.S. Housing Act. Section 103 of HOTMA sets the maximum amount of annual adjusted income for continued occupancy in public housing at 120% of area median income, which the Secretary can adjust the over income limit due to prevailing levels of construction costs or unusually high or low family incomes, vacancy rates or rental cost.



Definition of Over-Income

The new language in section 16(a)(5) of the 1937 Act sets the over-income limit at 120 percent of the AMI.

HUD currently calculates three declining ranges of income eligibility for the public housing program: low-, very low-, and extremely low-income limits. The VLI limit was selected because it is calculated for every FMR area and, in certain areas, factors in several adjustments to better align income limits with program requirements. Since VLI is preliminarily calculated as 50 percent of the estimated AMI for the family, in most cases multiplying it by 2.4, would result in a figure matching 120 percent.

The final over-income limit should then be compared to the family's adjusted income and as with the existing ranges of income eligibility, the new over-income limits will also be tiered by family size. HUD's income limits were developed by HUD's Office of Policy Development and Research and are updated annually. Information about HUD's income limits and HUD's methodology for adjusting income limits as part of the income limit calculation can be found at <https://www.huduser.gov/portal/datasets/il.html>.

Documentation, Notification, and Tracking

Documentation. Once a PHA has completed updates to its ACOP and, if necessary, its PHA plan, and the SNRHA discovers through an annual reexamination or an interim reexamination that a family's income exceeds the applicable over-income limit, the SNRHA must document that the family exceeds the threshold and make a note in the tenant file to compare it with the family's income a year later. The form HUD-50058 actions that would trigger the two-year grace period are: '2 = Annual Reexamination' and '3 = Interim Reexamination.' SNRHA is required to begin tracking these actions once a family's income exceeds the applicable over-income limit.

Written Notifications/Tracking 2-Year Grace Periods. If one year after the initial over-income finding, the family's income continues to exceed the over-income limit, the PHA must provide written notification to the family. This notification must inform the family that their income has exceeded the over-income limit for one year, and if the family's income continues to exceed the over-income limit for the next 12 consecutive months, the family will be subject to either a higher rent or termination based on the PHA's policies. If the initial over-income determination was made during an interim reexamination, SNRHA must conduct a second interim income reexamination on that date one year later. However, if SNRHA discovers through an annual or interim reexamination that a previously over-income family has income that is now below the over-income limit, the family is no longer subject to these provisions. A previously over-income family would be entitled to a new two-year grace period if the family's income once again exceeds the over-income limit.

SNRHA must ensure that all notices and communications are provided in a manner that is



effective for persons with hearing, visual, and other disabilities.

Terminations and Higher Rent Payments. Twelve months after the second consecutive over-income finding, if the family is still over-income, the family is subject to termination or higher rental payments. As previously stated, HUD will provide additional information and guidelines for SNRHA to set alternative rents for over-income families that the SNRHA has allowed to remain in public housing, and any other guidance regarding this provision in a forthcoming notice.

Families not permitted to stay must have their tenancy terminated no later than six months after the second over-income finding.

Technical Assistance

Additional questions should be directed to the local Public Housing Field Office Director. Contact information and locations of these offices are available on HUD's website at http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/about/focontacts.

Paperwork Reduction Act

The information collection requirements contained in this notice have been approved by the Office of Management and Budget (OMB) under Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520) and assigned OMB control number 2577-0230. In accordance with the Paperwork Reduction Act, HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a currently valid OMB control number.

After a family's income has exceeded 120% of the area median income for two consecutive years, a public housing agency must terminate the family's tenancy within six months of the second income determination or charge the family a monthly rent equal to the greater of (1) the applicable Fair Market Rent (FMR); or (2) the amount of monthly subsidy for the unit including amount from the operating and capital fund as determined by regulations.

This will begin September 1, 2019.

REPORTING INTERIM CHANGES

Families must report all changes in household composition and increases in income/assets in writing within 10 calendar days to the SNRHA between Annual Recertifications. This includes additions due to birth, adoption and court-awarded custody. The family must obtain SNRHA approval prior to all other additions to the household.

When there is a change in head of household or a new adult household member is added, the head of household will complete an application for continued occupancy – personal declaration or update form and recertify-revify, using the same procedures the SNRHA staff would use for an annual recertification, except for effective dates of changes.



In such case, the Interim Recertification Policy would be used.

The annual recertification date will not change as a result of this action.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified prior to the approval by the SNRHA of the family member being added to the lease.

Increases in Income to be Reported and Rent Adjustments

Families paying flat rent are not required to report any increases in income or assets between the recertification periods.

Families paying an income-based rent must report all increases in income/assets of all household members to the SNRHA in writing within 10 calendar days of the occurrence.

Families are required to report the following increases in income:

- Increases in income because a person with income joins the household;
- Increases in household income which comes as a result of a new income source.
- Increases in household income that was not anticipated at the annual recertification period.

Families who receive Social Security, Social Security Disability, pensions or Supplemental Security Income (SSI) are required to report their annual increase when it occurs.

SNRHA will process rent adjustments for all increases in income, which are reported between regularly scheduled Recertifications.

Rent increases (except those due to misrepresentation) require 30 days' notice.

Decreases in Income and Rent Adjustments

Residents may report a decrease in income and other changes, such as an increase in allowances or deductions, which would reduce the amount of the total tenant payment.

The SNRHA will process the rent adjustment unless the SNRHA confirms that the decrease in income will last less than 30 calendar days.

Decreases in tenant rent will be effective the first day of the month following the month in which the change is reported in writing to the SNRHA. If verification cannot be obtained prior to the end of the month in which the change is reported, the decrease will be made retroactive to the first day of the month following the month in which the change is reported.

D. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

The SNRHA will not reduce the public housing rent for families whose welfare assistance is reduced specifically because of:

- Fraud; or
- Failure to participate in an economic self-sufficiency program; or
- Noncompliance with a work activities requirement

However, the SNRHA will reduce the rent if the welfare assistance reduction is a result of:



The expiration of a lifetime time limit on receiving benefits; or

A situation where the family has complied with welfare program requirements but cannot or has not obtained employment, such as:

The family has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits.

Verification before Denying a Request to Reduce Rent

The SNRHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance *before* denying the family's request for rent reduction.

Cooperation Agreements

The SNRHA has a written cooperation agreement in place with the local welfare agency which assists the SNRHA in obtaining the necessary information regarding welfare sanctions.

The SNRHA has taken a proactive approach to culminating an effective working relationship between the SNRHA and the local welfare agency for the purpose of targeting economic self-sufficiency programs throughout the community that are available to public housing residents.

The SNRHA and the local welfare agency have mutually agreed to notify each other of any economic self-sufficiency and/or other appropriate programs or services that would benefit public housing residents.

E. OTHER INTERIM REPORTING ISSUES

Residents are required to report all changes in family composition or status to SNRHA in writing within 10 calendar days of the occurrence. Failure to report within the 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction. In order to qualify for rent reductions, residents must report and verify income decreases promptly.

An interim recertification will be scheduled for families with zero income or extremely low income every 180 days. Once income is reported recertification will cease until annual recertification time.

An interim reexamination will be scheduled for families with zero or extremely low-income every 180 days. Unless the family has income that is excluded from rent computation, families who report zero income or extremely low income will have the income be re-verified through EIV every 90 days for income changes and are further required to complete a written no/low income certification every 180 days and undergo an interim recertification every 180 days, until they have a stable income. If any increases in income are indicated in any of the above information or other verification, then the family will be reviewed for an interim and the rent will be adjusted accordingly.

Monetary or non-monetary contributions from persons not residing in the dwelling unit for any purpose other than the payment or reimbursement of medical expenses shall be considered income. Families that report zero or extremely low income will be required to provide



information regarding their means of basic subsistence, such as food, utilities, transportation, etc.

SNRHA Errors

If the SNRHA makes a calculation error at admission to the program or at an annual recertification, an interim recertification will be conducted to correct the error, but the family will not be charged retroactively. Any decrease in rent will be made retroactive.

False or Incomplete Information Supplied by Family

For families whose rent has been based on false or incomplete information supplied by the applicant/resident family, an interim recertification will be conducted upon notice by The SNRHA. Any increase in TTP and tenant rent will be retroactive.

E. _____ TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS)

Standard for Timely Reporting of Changes

The SNRHA requires that families report interim changes to the SNRHA in writing within ten calendar days of when the change occurs. Any information, document or signature needed from the family which is needed to verify the change must be provided within 3 calendar days of reporting the change.

If the change is not reported within the required time period, or if the family fails to provide signatures, certifications or documentation, (in the time period requested by the SNRHA), it will be considered untimely reporting.

Procedures When the Change is Reported in a Timely Manner

The SNRHA will notify the family of any changes in Tenant Rent to be effective according to the following guidelines:

Increases in the Tenant Rent are effective on the first of the month following at least thirty days' notice.

Decreases in the Tenant Rent are effective the first of the month following the month in which the change is reported.

The change may be implemented based on documentation provided by the family, pending third party written verification.

Procedures when the Change is not Reported by the Tenant in a Timely Manner

If the family does not report the change as described under Timely Reporting, the family will have caused an unreasonable delay in the interim recertification processing and the following guidelines will apply:

Increase in Tenant Rent will be effective retroactive to the date it would have been effective had it been reported on a timely basis. The family will be liable for any underpaid rent, utility reimbursement payment for which they would not have been eligible to receive and may be required to sign a Repayment Agreement in accordance with SNRHA repayment policy.

Decrease in Tenant Rent will be effective on the first of the month following



completion of processing by the SNRHA and not retroactively.

Procedures when the Change is not processed by the SNRHA in a Timely Manner

"Processed in a timely manner" means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change is not processed by the SNRHA in a timely manner.

Therefore, an increase will be effective after the required 30 days' notice prior to the first of the month after completion of processing by the SNRHA.

If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.

G. REPORTING OF CHANGES IN FAMILY COMPOSITION

All changes in family composition must be reported within 10 business days of the occurrence in writing.

The members of the family residing in the unit must be approved by the SNRHA. The family must inform the SNRHA and request approval of additional family members other than additions due to birth, adoption, or court-awarded custody before the new member occupies the unit.

The proposed new adult family members will be screened by SNRHA, according to the screening criteria in accordance with the criteria for eligibility and admission, prior to approval.

The SNRHA will not approve the addition of family members other than by birth, adoption, marriage or court-awarded custody where the occupancy standards would require a larger size unit.

An exception will be granted if the family has submitted a Self-Certification of Physical Custody of Minor Child/Children or an Appointment of Temporary Guardian to the SNRHA. If either of these forms has been submitted, the SNRHA will also require that the family has initiated legal proceedings for guardianship or legal custody. SNRHA must receive a court awarded guardianship or custody is received within 365 calendar days. Failure shall result in the deduction being removed; and any income still being received shall be counted.

If an adult family member is declared permanently absent by the head of household, the notice must contain a certification by the head or co-head of household or spouse that the member (who may have been the head of household) removed is permanently absent.

The head of household must provide a statement that the head or co-head of household or spouse will notify the SNRHA if the removed member returns to the household for a period longer than the visitor period allowed in the lease.

Increase in Family Size

The SNRHA will consider a unit transfer (if needed under the Occupancy Guidelines) for additions to the family in the following cases:

Addition by marriage/or marital-type relation.



Addition of a minor who is a member of the nuclear family who had been living elsewhere.

Addition of a SNRHA-approved live-in attendant. Addition due to birth, adoption or court-awarded custody.

Families who need a larger sized unit because of voluntary additions identified above will be placed on the Transfer List at their next regularly scheduled recertification; unless it creates a health and safety hazard upon approval of the Director of Operations.

Definition of Temporarily/Permanently Absent

The SNRHA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent.

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

It is the responsibility of the head of household to report changes in family composition. The SNRHA will evaluate absences from the unit in accordance with this policy.

Absence of Entire Family

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

Families are required to notify the SNRHA before they move out of a unit in accordance with the lease and to give the SNRHA information about any family absence from the unit.

Families must notify the SNRHA if they are going to be absent from the unit for more than 14 consecutive days. A person with a disability may request an extension of time as an accommodation.

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

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

- Conduct home visit
- Write letters to the family at the unit Post letters on exterior door Telephone the family at the unit Interview neighbors
- Verify if utilities are in service
- Check with Post Office for forwarding address
- Contact emergency contact



As a reasonable accommodation for a person with a disability, the SNRHA may approve an extension. (See Absence Due to Medical Reasons below for other reasons to approve an extension.) During the period of absence, the rent and other charges must remain current.

If the absence which resulted in termination of tenancy was due to a person's disability, and the SNRHA can verify that the person was unable to notify the SNRHA in accordance with the lease provisions regarding absences, and if a suitable unit is available, the SNRHA may reinstate the family as an accommodation if requested by the family.

If the dwelling unit is deemed abandoned by the tenant, SNRHA shall take possession of the unit and any of the tenant's possessions remaining in the unit, in accordance with the lease. Property abandoned by the tenant may be disposed of by SNRHA in accordance with Nevada State law, NRS 118A and SNRHA procedures.

Absence of Any Member

Any member of the household will be considered permanently absent if s/he is away from the unit for three consecutive months except as otherwise provided in this Chapter.

Absence due to Medical Reasons

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the SNRHA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent and removed from the lease. If the verification indicates that the family member will return in less than 180 consecutive days, the family member will not be considered permanently absent, as long as rent and other charges remains current.

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

Temporary caretaker request must be provided by the resident and verified by a medical provider. The status must be updated every thirty (30) days. The SNRHA will review the request and verified reasons for the caretaker during an extended medical hardship. Approval of the caretaker to occupy the unit for a period beyond 2 weeks will require prior approval by the Asset Manager.

Absence due to Incarceration

If a sole member is incarcerated for more than 30 consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for 30 consecutive days. The rent and other charges must remain current during this period.

The SNRHA will determine if the reason for incarceration is for drug-related or criminal activity which would threaten the health, safety and right to peaceful enjoyment of the dwelling unit by other residents. If the offense is drug related or criminal activity that violates the lease and policy, the lease will be terminated.

Foster Care and Absences of Children

If the family includes a child or children temporarily absent from the home due to placement



in foster care, the SNRHA will determine from the appropriate agency when the child/children will be returned to the home.

If the time period is to be greater than 3 months 180 days from the date of removal of the child (ren), the family will be required to move to a smaller size unit. If all children are removed from the home permanently, the unit size will be reduced in accordance with the SNRHA's occupancy guidelines.

Absence of Adult

If neither parent remains in the household and SNRHA and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the SNRHA will treat that adult as a visitor for the first 30 calendar days.

If the appropriate agency cannot confirm the guardianship status of the caretaker, the SNRHA will review the status at 30 calendar day intervals.

If the court has not awarded custody or legal guardianship, but the action is in process, SNRHA will secure verification from social services staff or the attorney as to the status. If by the end of that period, court-awarded custody or legal guardianship has been awarded to the guardian, and the guardian qualifies under Tenant Suitability criteria, the lease will be transferred to the guardian.

The caretaker will be allowed to remain in the unit, as a visitor, until a determination of custody is made.

SNRHA will transfer the lease to the guardian, in the absence of a court order, if the guardian qualifies under the Tenant Suitability criteria and has been in the unit for more than 30 days and it is reasonable to expect that custody will be granted.

When the SNRHA approves a person to reside in the unit as caretaker for the child/ren, the income should count pending a final disposition. The SNRHA will work with the appropriate service agencies to provide a smooth transition in these cases.

If a member of the household is subject to a court order that restricts him/her from the home for more than 180 days, the person will be considered permanently absent.

If an adult child goes into the military and leaves the household, they will be considered permanently absent.

Absence of Spouse or Secondary Wage earner

The absence of the spouse or secondary wage earner must be verified by third-party documentation unless so verified per 24CFR 5.609(2) all income must be included.

Full-Time Students

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

A student (other than head of household or spouse) who attends school away from home but lives with the family during school recesses may, at the family's choice, be considered either temporarily or permanently absent. If the family decides that the member is permanently



absent, income of that member will not be included in total household income, the member will not be included on the lease, and the member will not be included for determination of unit size.

If the student is considered temporarily absent from the household, applicable income for that person will be counted. Full time students who attend school away from the home and live with the family during school recess will be considered temporarily absent from the household.

Visitors (See Chapter 9. Leasing)

A visitor/*guest* is defined as a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

Any adult not included on the HUD 50058 who has been in the unit more than 14 consecutive days, or more than 30 cumulative days in a 12 month period, will be considered to be living in the unit as an unauthorized.

The lease must provide the tenant has the right to exclusive use and occupancy of the leased unit by the members of the household authorized to reside in the unit in accordance with the lease, including reasonable accommodation of their guests [24 CFR 966.4(d)]. The head of household is responsible for the conduct of visitors and guests, inside the unit as well as anywhere on or near PHA premises [24 CFR 966.4(f)].

A resident family must notify the SNRHA in writing when overnight guests will be staying in the unit for more than 3 days.

A guest can remain in the unit no longer than 14 consecutive days or a total of 30 cumulative calendar days during any 12-month period.

A family may request an exception to this policy for valid reasons (e.g., care of a relative recovering from a medical procedure expected to last 20 consecutive days). An exception will not be made unless the family can identify and provide documentation of the residence to which the guest will return.

Former residents who have been evicted are not permitted as overnight guests. Guests who represent the unit address as their residence address for receipt of benefits or other purposes will be considered unauthorized. In addition, guests who remain in the unit beyond the allowable time limit will be considered unauthorized, and their presence constitutes violation of the lease.

Absence of evidence of any other address will be considered verification that the visitor is an unauthorized household member.

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

The SNRHA will consider:

Statements from neighbors and/or SNRHA staff



- Vehicle license plate verification
- Post Office records
- Driver's license verification
- Law enforcement reports
- Credit reports
- Verification from other public or private sources
- Other reliable information

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

The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, as stated above, the individual will be considered unauthorized and the SNRHA will terminate the family's lease since prior approval was not requested for the addition.

Minors and college students who were part of the family, but who now live away from home during the school year and are not considered members of the household may visit for up to 90 consecutive days per year without being considered a member of the household under the following conditions:

- The head of household has reported to the SNRHA, in writing, that the minor is a visitor.

- The SNRHA has provided the head of household with written permission for the minor to occupy the unit for more than 14 days.

In a joint custody arrangement, if the minor is in the household less than 184 days per year, the minor will be considered to be an eligible visitor and not a family member. If both parents reside in Public Housing or are a Section 8 Program participant, only one parent would be able to claim the child for deductions and for determination for the occupancy standards.

Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the public housing unit more than 50 percent of the time, are not subject to the time limitations of guests as described above.

Required Family Reporting to Management

The additional person(s), whether a family member or a visitor, must be reported in writing to the manager within 3 calendar days of a stay intended to exceed the visitation period allowed under the lease/ACOP.

H. REMAINING MEMBER OF TENANT FAMILY - RETENTION OF UNIT

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

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

In order for a minor child to continue to receive assistance as a remaining family



member:

The court has to have awarded emancipated minor status to the minor or is legally married; or

The SNRHA has to have verified that social services and/or the Juvenile Court has arranged for another adult to be brought into the unit to care for the child (ren) for an indefinite period.

A reduction in family size may require a transfer to an appropriate unit size per the Occupancy Standards. If the sole eligible member of the household dies, the unit must be returned to the SNRHA within 14 days.

I. CHANGES IN UNIT SIZE

The SNRHA shall grant exceptions from the occupancy standards if the family requests and the SNRHA determine the exceptions are justified according to this policy.

The SNRHA will not assign a larger bedroom size due to additions of family members other than by birth, adoption, marriage or court-awarded custody.

The SNRHA will consider the size of the unit and the size of the bedrooms, as well as the number of bedrooms, when an exception is requested.

When an approvable change in the circumstances in a tenant family requires another unit size, the family will be placed on the Transfer List in accordance with the Transfer policy. (See Chapter 5, Occupancy Guidelines.)

J. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES

Under the Noncitizens Rule, "Mixed" families are families that include at least one citizen or eligible immigrant and any number of ineligible members. Mixed families are eligible for prorated assistance in accordance with the mixed-family portion of the policy.

K. UNIT TRANSFERS

See Chapter 8, Transfer Policy.



Chapter 12 **TERMINATIONS**

[24 CFR 966.4]

The SNRHA may terminate tenancy for a family because of the family's action or failure to act in accordance with HUD regulations [24 CFR 966.4 (1)(2)], and the terms of the lease. This chapter describes the SNRHA's policies for notification of lease termination and provisions of the lease.

A. TERMINATION BY TENANT

The tenant may terminate the lease by providing the SNRHA with a written 30calendar days advance notice as defined in the lease agreement.

Notice of intent to terminate the lease by the tenant must be in writing and must be tendered at least 30 days prior to the intended vacate date. Said notice must be signed and dated. The tenant notice must be delivered to the applicable management office or sent first class mail. Exceptions may be made in the notice period requirement in verifiable emergency situations, such as but not limited to medical or loss of immediate family.

Should the family vacate without giving the required 30-day written notice, or should the family vacate after giving the 30-day notice, but prior to the expiration of the 30 day written notice, the SNRHA may deduct from the tenant's security deposit any portion of the tenant rent which remains unpaid for the specified 30-day period, or the date the unit is re-rented, whichever occurs first. In all cases, a family who has vacated will be provided with a detailed list of charges to be deducted from the security deposit within 30 days.

If the tenant intending to vacate provides sufficient evidence that they cannot tender the required written notice (e.g., language barrier, illiteracy, etc.) the SNRHA will permit the on-site management staff to draft the notice for the tenant, but all such notices must be authenticated with the tenant's signature or "mark." In these instances, the management staff should try to obtain the signature of a witness as well.

B. TERMINATION BY SNRHA

NOTE: THE LEASE WILL NOT BE RENEWED IF REQUIRED ADULT MEMBERS 18 YRS AND OLDER DO NOT COMPLY WITH COMMUNITY SERVICES.

The Violence against Women Reauthorization Act of 2005 explicitly prohibits PHAs from considering incidents of actual or threatened domestic violence, dating violence, or stalking as "other good cause" for terminating the tenancy or occupancy rights of the victim of such violence. (Refer to Chapter 12-D)

It is the intent of the SNRHA to provide housing and housing-related services to residents consistent with the Authority's obligations under the Lease Agreement and its responsibility as a landlord under any applicable provisions of State/local law. Similarly, it is the intent of the SNRHA to provide and promote housing and a quality of life in its housing developments in a manner that best meets the housing and community needs of its residents.

The SNRHA will aggressively pursue termination of tenancy for any and all families who are either unwilling or unable to abide by their lease obligations. Termination of tenancy will be in accordance with the SNRHA's lease.



The public housing lease is automatically renewable, **EXCEPT** the public housing lease shall have a 12-month term for community service and will not be renewed in the case of noncompliance with the community service requirements, subject to publication of the HUD final rule. See Chapter 14, Community Service.

The lease may be terminated by the SNRHA, according to the terms of the lease, at any time by giving written notice for serious or repeated violation of material terms of the lease, such as, but not limited to the following:

- Nonpayment of rent or other charges due under the lease, or repeated chronic late payment of rent;

- Failure to provide timely and accurate statements of income, assets, expenses and family composition at admission, interim, special or annual rent recertification;

- Assignment or subleasing of the premises or providing accommodation for boarders or lodgers to include advertisement for such arrangements;

- Use of the premises for purposes other than solely as a dwelling unit for the tenant and tenant's household as identified in this lease, or permitting its use for any other purposes;

- Failure to pass annual inspections with adequate notices to correct;

- Failure to abide by necessary and reasonable rules made by the SNRHA for the benefit and well-being of the housing community and the tenants;

- Failure to abide by applicable building and housing codes materially affecting health or safety;

- Failure to dispose of garbage waste and rubbish in a safe and sanitary manner; Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner;

- Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;

- Failure to pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, community buildings, facilities, equipment, or common areas;

The Tenant, any member of the Tenant's household, or a guest or other person on the premises due to tenants residency shall not engage in criminal activity, including drug-related criminal activity, on or off public housing premises (as defined in the lease), while the Tenant is a Tenant in public housing, and such criminal activity shall be cause for termination of tenancy.

- Alcohol abuse that SNRHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

- Non-compliance with Non-Citizen Rule requirements.

- Other good cause.



C. CRIMINAL CONDUCT OF A TENANT OR MEMBER OF THE TENANT'S' HOUSEHOLD

At least annually SNRHA will conduct a criminal background check through the Metropolitan Police Department of all household members 18 years of age and older.

Residents and/or household members whose records reflect criminal convictions or documented controlled substance or alcohol addiction shall be evaluated in accordance with standards below.

SNRHA will immediately and permanently terminate tenancy of persons convicted of manufacturing or producing methamphetamine on the premises of the assisted housing community in violation of any Federal or State law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

If the tenant, any member of the tenant's household, or a guest or other person under the tenant's control engages in criminal activity, including drug-related criminal activity, on or off public housing premises (as defined in the lease), while the tenant is a tenant in public housing. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802));

If contraband or a controlled substance is seized on the above premises, incidental to a lawful search or arrest, and the landlord (SNRHA) will be notified by the Las Vegas Metropolitan Police Department or other official sources. The landlord (SNRHA) will then commence unlawful detainer procedures to terminate the lease;

Alcohol abuse that the SNRHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;

Tenants or guests engaging in unlawful or inappropriate sexual actions or activities on the property, such as prostitution, child pornography, lewd or lascivious behavior; visitor accommodations to known sexual offenders.

Non-compliance with Non-Citizen Rule requirements;

Criminal activity by tenant, any member of the tenant's household, or a guest or other person under the tenant's control involving crimes of physical violence against residents, SNRHA employees or SNRHA vendors.

Family history of disturbance to neighbors, destruction of property or living or housekeeping habits which result in damage to the unit or common areas; Notification by law enforcement of a tenant being deemed "a chronic nuisance" may be considered a disturbance to the property.

Failure to maintain utility services during tenancy is a lease violation and grounds for eviction;

Non-payment of excess utility charge payments to the SNRHA is a violation of the lease and is grounds for eviction;

The SNRHA shall terminate the tenancy of any resident or household member that



has found to be a fugitive. A fugitive is a person who is fleeing to avoid prosecution and/or incarceration for a felony crime or is fleeing to avoid prosecution or incarceration for violating a condition of probation or parole, imposed by State or Federal law.

Violation(s) of the SNRHA Firearms Policy. See ACOP Addendum FP

Other good cause. "Other good cause" means other lease violations and/or conduct not specifically referenced herein that has a serious impact upon the safety, health and/or peaceful enjoyment of the residents of a SNRHA public housing community. Where there is a finding of good cause for termination, such action will not be taken unless there is evidence that the tenant has received prior written notice that continued action or inaction of the nature stated in the warning notice would be considered as other good cause for termination of tenancy, excepting terminations due to drug-related criminal activity.

D. NOTIFICATION REQUIREMENTS

The SNRHA's written Notice of Lease Termination will state the specific reason for the proposed termination, the date that the termination will take place, and it will offer the resident all of the rights and protections afforded by the regulations and this policy. (See Grievance Procedure.)

Notices of lease termination shall be in writing and delivered to tenant or adult member of the household and sent by first class mail properly addressed to tenant with certificate of mailing or delivered by a licensed process server.

The notice shall contain a statement describing the resident's right to meet with the manager to determine whether a reasonable accommodation would eliminate the need for a lease termination.

Timing of the Notice

If the SNRHA terminates the lease, written notice will be given as follows:

At least 14 calendar days prior to termination in the case of failure to pay rent;

A reasonable time, defined in the lease as three calendar days, considering the seriousness of the situation when the health or safety of other residents or SNRHA employees, vendors or contractors are threatened;

At least 30 days prior to termination in all other cases.

In any instance where the SNRHA is aware that the head of a tenant family is visually-impaired the SNRHA will tender all such notices in a visually-accessible format. This may consist of a termination notice in Braille or in large typeface of 18 points of greater. Alternatively, the Authority may provide a "reader" and a witness that applicable notices have been read to a visually-impaired person.

In any instance where the SNRHA is aware that the head of a tenant family does not speak and/or read English and/or otherwise faces a language barrier, an attempt will be made to provide the notice of intent to terminate in both English and the first language of the tenant



head of household. However, if the SNRHA is aware that there are adult family members other than the head or spouse who are capable of reading the English-speaking notice the SNRHA may address the notice to the head and/or co-head of household but to the attention of the adult family member who can read the notice. If there is a determination by SNRHA's legal counsel that a minor who is sufficiently old enough (i.e., age 16 or 17) occupies the unit, and is capable of reading and understanding the notice delivered in English, the SNRHA will reserve the right to address such notices to the head or co-head, but to the attention of the older minor. The SNRHA will undertake this course of action only when there is no adult household member who reads English as evidenced by the most recent certification or other documentation in the tenant's file.

E. PROHIBITED CRIMINAL CONDUCT UNDER ONE-STRIKE

The SNRHA must have evidence of the violation by the household member. The SNRHA may pursue fact-finding efforts as needed to obtain evidence.

"Preponderance of evidence" is evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of evidence is not determined by the number of witnesses, but by the greater weight of all evidence. The intent is not to prove criminal liability, but to establish that the act(s) occurred.

"Credible evidence" may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence, can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants, evidence gathered by SNRHA inspectors and/or investigators, and evidence gathered from the SNRHA Hotline.

If there is overwhelming evidence documentation (i.e. a preponderance of evidence) that an adult family member has been involved in drug-related criminal activity on or off the premises within the 12 month period preceding the date of initial certification or recertification, whether or not there has been a conviction, there will be a determination of ineligibility for admission or continued occupancy.

No family member may have engaged in or threatened abusive or violent behavior toward SNRHA personnel or their authorized representative at any time.

No family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.

The criminal records of each adult tenant and their household members will be evaluated in accordance with the standards listed below:

1. Criminal Sexual Convictions

Tenants, and/or their household members who have been convicted of criminal sexual conduct, including but not limited to sexual assault, incest, statutory sexual seduction, open and gross lewdness or child abuse and are required by law to register as a sex offender will be prohibited from participation in the public housing program.

2. Convictions for Possession and/or Use of Controlled Substance



The SNRHA will permanently terminate the public housing lease of persons convicted of manufacturing or producing methamphetamine on the premises of the assisted housing community in violation of any Federal or State law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

3. Alcohol Abuse

The SNRHA may initiate lease termination, when, through verifiable evidence, SNRHA determines that:

The tenant and/or household member has a pattern of abuse of alcohol; and

The abuse interferes with the health, safety or right to peaceful enjoyment of the community surrounding their current residence.

The SNRHA will consider the use of a controlled substance or alcohol to be a pattern if there is more than one incident during the previous 12 months.

Hearings

If information is revealed that would cause SNRHA to terminate assistance to the household and the person disputes the information, s/he shall be given an opportunity for an informal hearing according to the SNRHA's hearing procedures outlined in the Grievance Procedure.

F. RECORD KEEPING

A written record of every termination and/or eviction shall be maintained by the SNRHA at the development where the family was residing, and shall contain the following information:

Name of resident, number and identification of unit occupied;

Date of the Notice of Lease Termination and any other notices required by State or local law; these notices may be on the same form and will run concurrently;

Specific reason(s) for the Notices, citing the lease section or provision that was violated and other facts pertinent to the issuing of the Notices described in detail (other than the Criminal History Report);

Date and method of notifying the resident;

Summaries of any conferences held with the resident including dates, names of conference participants, and conclusions.

Evictions for criminal activity will continue, through the lock out phase, although the family may have moved from the unit.

Eviction information is to be entered into the Data Information System currently being used by the SNRHA.

Records for persons whose leases were terminated for any reason will be kept by the SNRHA for 5 (five) years, according to SNRHA's record retention policy. Records of residents owing a balance will be retained until the balance has been paid. The SNRHA will report adverse information on residents who have voluntarily or involuntarily terminated participation in the program to HUD's national repository. This information will include any debts owed to the SNRHA or adverse action, including not limited to, criminal activity, fraud, lease violations, damages to the unit, etc. This information will be available to HUD employees, PHA



employees, and contractors of HUD and PHA's.

G. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS

[24 CFR 5.514]

Families who were participants on June 19, 1995, but are ineligible for continued assistance due to the ineligible immigration status of all members of the family, or because a "mixed" family chooses not to accept proration of assistance, were eligible for temporary deferral of termination of assistance to permit the family additional time for transition to affordable housing.

Deferrals may have been granted for intervals not to exceed six months, up to an aggregate maximum of three years for deferrals granted prior to 11/29/96.

However, due to the timeframe applicable to the deferral period, current families are no longer eligible for deferral of termination of assistance.

If the SNRHA determines that a family member has knowingly permitted an ineligible individual to reside in the family's unit on a permanent basis, the family's assistance will be terminated for 24 months. This provision does not apply to a family if the eligibility of the ineligible individual was considered in calculating any prorating of assistance provided for the family.

H. LEASE BIFURCATION AND VAWA

In accordance with 24 CFR 5.2009(a), SNRHA may choose to bifurcate a lease, or remove a household member from a lease to evict, remove, terminate occupancy rights to such member who engage in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual. For mixed families, if the perpetrator was the eligible tenant, SNRHA will provide the tenants that are not eligible a period of thirty calendar days from the date of bifurcation of the lease to:

1. Establish eligibility for the same program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
2. Establish eligibility under another covered housing program;
3. Find alternative housing.

A mixed family is defined as a family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration. On site management will assist remaining residents in this process.



Chapter 13

RENT AND DEBT COLLECTION PROCEDURES

INTRODUCTION

This procedure sets forth the steps to be carried out by (SNRHA) staff to accomplish the goals of the Rent Collection Policy. It is designed to be used in conjunction with other SNRHA policies and procedures (which are referenced herein).

The rent collection performance of their developments shall be considered as a significant aspect of all management staff's performance appraisals. Rent collection is a key indicator of management competence. Specific rent collection goals may be made a part of the management staff's performance standards.

A. COLLECTING RENT

Due Dates

Rent - Rent is due and payable on the first calendar day of the month. A fee for late payment of rent in the amount of five percent of the monthly rent, not to exceed \$20.00, shall be payable for rent due and unpaid by the fifth (5th) day of the month. Residents are to be kept informed of this due date through:

Posting the rent collection policy and any related notices.

Briefing in orientations for new residents.

Meetings with residents who are having difficulty paying rent on time.

Periodic notices sent directly to residents.

Other Charges - Any charges other than rent and late fees shall become due and payable on the first day of the second month following the date the charge was incurred by the resident and at least 14 days after the resident has been properly notified of the charge by the SNRHA.

Due Dates for Tenants on Alternate Monetary Disbursement Schedule (SSI/SSA/SSDI)

Tenants may receive regular recurring monthly payments from the Social Security Administration that are not received on or by the 5th of the month. Tenants may request an alternate due date which is consistent with the date at which they receive their check upon verification of an AMDS. In these cases there is no grace period. A 14 day notice which will include a 5% late fee of the monthly rental amount (not to exceed \$20.00), will be issued the first business day following the date upon which the rent due date was agreed upon. A written notification shall be signed by the tenant acknowledging the due date and terms. Failure to meet the designated date four (4) or more times during a calendar year will result in termination of the agreement. In this case rent will automatically become due on the 1st of each month forward. In no case will an arrangement be made which will cause rent to be due beyond the last day of the month.

Grace Period

Rent and other charges are considered delinquent if they have not been received by the close of business on the fifth calendar day after the rental due date. A fee for late payment of rent in the



amount of five percent of the monthly rent, not to exceed \$20.00, shall be payable for rent due and unpaid by the fifth (5th) day of the month.

Late Penalties/Charges

Late Fee - The Accounting Department shall post a charge of 5% late fee of the monthly rental amount (not to exceed \$20.00) to the resident's account if rent is delinquent. Rent will not be accepted without payment of the posted late fee. Exceptions to late fee penalties may be considered in the event of medical emergencies, verifiable fraud, identity theft, or other verifiable unanticipated hardships.

If the late payment is made on behalf of the resident through protective payment or other vendor payment by an authorized agency, and the late payment is not the fault of the resident, the late fee shall be forgiven:

Accounts of residents whose rent is paid through payroll deductions or vendor payments shall be flagged by managers on the resident ledgers and in the residents' files.

If the delay is not the fault of the resident, prepare an adjustment removing the \$20.00 late fee;

Returned Payment Fee - A returned payment fee of \$40.00 will be posted to the resident's account for returned payment.

Court Costs and Attorney Fees - If a delinquency has to be referred to an attorney or the courts for collection or eviction, the appropriate charge, as established by the SNRHA, will be posted to the resident's account.

Acceptable Forms and Locations for Payment of Rent and Other Charges

Only the full amount of rent and/or charges will be accepted. No partial payments will be accepted unless they are made in accordance with a valid, up-to-date repayment agreement. New residents will be required to pay their initial rent and/or security deposit by certified funds, money order or cashier's check. Current residents must register with Rent Café to pay their rent electronically via ACH or credit or debit card payments. Third party personal checks are not acceptable for the payment of rent or charges unless this is from an approved state or federal agency.

Electronic Payments by Rent Café:

ACH - A resident may setup a reoccurring or one-time automated withdrawal from their checking or savings account on the date of their choice by completing their profile with their bank account information.

Fees Charged: None

Debit/Credit Card Payments - A resident may also setup a reoccurring or one-time payment from their debit/credit card on the date of their choice by completing their profile with their debit/credit card information.



Fees Charged:

Debit: \$3.95 per transaction up to \$1,000; \$4.95 per transaction \$1,001 - \$2,000; \$9.95 per transaction over \$2,001.

Credit: 2.5% of each transaction.

Payment in Person - If a new resident is paying in person, they must present the payment in the proper amount in the form of a money order.

Cash Payments by WIPS – Current residents may pay their rent with cash at any time at any participating 7-Eleven and CVS Pharmacy. Residents must request a barcode from their property management office to make a cash payment. Residents must show their barcode to any participating CVS Pharmacy or 7-Eleven. If a 14-day notice was issued for nonpayment, residents will be required to pay in cash from the 20th to the end of each month. Residents must keep their receipts and provide proof of payment to the management office in order to become lease compliant.

Fees Charged: \$3.95 per transaction

Acceptance of Delinquent Rent and Charges

Delinquent rent and/or charges may be accepted via Rent Café or WIPS until the lockout is completed by the Constable. Staff shall accept such payment, however, only if the full amount, including late fees and other penalties, are tendered.

No payment shall be accepted after LOCKOUT occurs unless approved by the Director of Operations or designee.

Daily Deposits and Transmittal - Management staff responsible for transferring money collected to the Accounting Department shall do so on a daily basis. These funds must be accompanied by a transmittal that indicates the amount of money from the collection of rents and other charges, including security deposits, being delivered. This transmittal and money shall be accompanied by the following:

A calculator tape itemizing the amount of each collection and totaling the day's collections, a batch report and deposit slip

B. DELINQUENT ACCOUNTS

Staff is to place a high priority on the collection of delinquent rents and charges. Control of delinquent accounts is to be considered an indicator of the manager's effectiveness. Managers are to maintain records of delinquent residents and of the efforts taken to collect amounts past due. Managers have the authority, within the limits established by the rent collection policy and these procedures, to determine if resident requests for modification of terms for payment are acceptable. The following steps, at a minimum, are to be taken in an effort to collect delinquent rents and other charges:

Written Contact and Delinquency Notices

First Written Notice - All residents who have not paid rent and other charges in full by the end of the grace period and who have not had those amounts covered by an up-to-date



repayment agreement shall be sent or delivered the appropriate delinquency notices. On the first day rents and charges are delinquent; management shall prepare and deliver the "14-Day Notice for Nonpayment of Rent" and/or the "30-Day Notice of Termination" for charges other than rent. The appropriate site management staff shall request for the notices to be posted and processed through a third-party, licensed process serving company.

Verifying Abandoned Units

If there is any possibility that a unit may have been abandoned, the manager shall promptly send the family a letter by certified mail (with a copy to the file) notifying the family that they must contact the community office within 10 calendar days from the date of letter or staff will enter the unit to verify possible abandonment.

Should the family fail to contact the community office within 10 calendar days from the date of letter; the manager will enter the unit to determine whether it has been abandoned. A unit can be considered to be abandoned if there are no signs of recent habitation, nothing of value left in the unit, and no authorized occupant of the unit is seen entering or leaving the premises within the last two days.

If the unit appears to be abandoned, the manager shall notify the resident in accordance with State law by posting a Notice of Abandonment and sending a copy by certified mail. If the unit is not secure, it should be secured promptly by the maintenance staff.

If a unit is abandoned by a delinquent resident, the manager will make every effort to determine the total charges owed, including any repairs needed to the unit resulting from damage caused by the residents actions or negligence. This amount shall be reported to the Accounting Department which will deduct such amounts, plus unpaid rent and charges, from the security deposit.

Documenting the File

Each attempt to contact the resident about the delinquency will be noted in the resident's file indicating the date of the attempted contact, the method of attempted contact, the person attempting the contact and the outcome. Any items sent by certified mail and returned unclaimed will be held in the file unopened so that it may be opened by the Court.

Duration of Rent Collection Efforts

Rent collection efforts are a month-long task. Attempts to reach all delinquent residents by telephone and home visits will be continued until the full amount due has been paid or until the 14-day delinquency remedy period has expired, whichever comes first. The manager should consider using proactive measures at other times of the month to ensure that habitually late residents begin to pay their rent on time. Managers should also consider referring such families to financial counseling or other assistance through Resident Services.

C. REPAYMENT AGREEMENTS

Repayment agreements may be used to modify the terms (periodic amount and timing) of delinquent amounts owed. The circumstances under which repayment agreements are acceptable are outlined below.



Purpose of Repayment Agreement

A repayment agreement sets up a legally binding agreement between a delinquent resident and the SNRHA under which the resident agrees to pay current rent and charges plus a fair amount each month toward delinquent rent or charges until the delinquency is repaid in full.

The SNRHA, for its part, agrees not to terminate the lease of the delinquent resident for nonpayment unless the terms of the repayment agreement are broken by the resident.

Eligibility to Enter into a Repayment Agreement

A resident is eligible to execute a repayment agreement when all of the following conditions are met:

- No other repayment agreement is in force;
- The reason for the request for the repayment agreement is valid and is fully substantiated and documented.

Generally, these agreements should be restricted to clear cases of the following hardships:

- Death of an immediate family member.
- Serious illness that requires the hospitalization of a member of resident's household.
- Lost or stolen paycheck.
- Unexpected SNRHA charge that exceeds the residents ability to pay in one sum.

The manager shall document and obtain third party verification of the hardship claimed by the resident. The manager shall also document the reason for granting each request for a repayment agreement.

Terms of Repayment Contracts (Not for Retroactive Rent)

The maximum duration of any repayment agreement that a manager may approve shall be 12 months, inclusive of the month in which the down payment is made. The terms of all SNRHA repayment contracts shall be as follows:

<u>Balance Due</u>	<u>Payment Due</u>
\$26 - \$100	\$25 down and \$25 per month
\$101 - \$500	25% down and balance within 12 months with a minimum payment of \$35 per month
\$501 - \$1000	25% down and balance within 12 months with a minimum payment of \$50 per month
\$1001+	25% down and balance within 12 months with a minimum payment of \$75 per month

When the down payment required exceeds \$125, the manager may approve arrangements resulting in the payment of the portion that exceeds \$125 in equal installments over a 2-month period. (This section does not refer to security or pet deposits)



Negotiating a Repayment Agreement

Once the manager has determined that the resident is eligible, the parties will meet to address the terms of the agreement. The primary topics for the negotiation are the down payment, the amount of the subsequent monthly payments and the term/duration of the agreement. The negotiation shall be carried out in a professional and non-threatening manner.

When negotiating a repayment agreement for rent underpayment commonly called retroactive rent. The residents monthly payment must be what the tenant can afford to pay based on the family's income. The monthly payment plus the amount of the tenant's total tenant payment (TTP) at the time the repayment agreement is executed should not exceed 40% of the family's monthly adjusted income (unless the tenant agrees to pay more). However, SNRHA has the discretion to establish thresholds and policies for repayment agreements in addition to HUD required procedures.

Example:

- Family's monthly adjusted income is \$1,230.
- Family's monthly rent payment is \$369 (30% of the family's monthly adjusted income).
- 40% of the family's monthly adjusted income is \$492.
- The monthly payment for the repayment agreement should not exceed \$123 per month (\$369 monthly rent + \$123 repayment = \$492, 40% of the family's monthly adjusted income.)

Repayment Time Period

The period in which the retroactive rent balance will be repaid is based on the monthly payments and original retroactive balance.

Managers should attempt to shorten the duration of the agreement by seeking the largest down payment and subsequent monthly payments that the resident can afford. Under no circumstances may the manager agree to a term that is in excess of 12 months or which requires a down payment of less than what is specified by SNRHA policy. The manager shall take into consideration factors of affordability when negotiating the terms of the repayment agreement.

Any Repayment Agreement negotiated for a term longer than the maximum 12 months, must be approved by the Director of Operations or Designee prior to conveyance to the resident.

The manager will also inform the resident that failure to abide by the terms of the agreement will be grounds for eviction for non-payment.

Executing the Repayment Agreement

Once the terms of the agreement have been settled, the manager will fill out the Repayment Agreement form. The form will then be explained to the resident and both parties will sign it in the appropriate places. The manager will place the original of the agreement in the resident's file and provide a copy to the resident once approved by the Director of Operations or designee for payment agreements over \$2,000. The resident must pay the down payment at



the management office at the time the Repayment Agreement is signed.

All repayment agreements must be in writing, dated, signed by both the resident and SNRHA, include the total retroactive rent amount owed, amount of lump sum payment made at time of execution, if applicable, and the monthly repayment amount. In addition, the repayment agreements must contain the following:

- 1) Reference to the lease whereby the resident is in non-compliance and may be subject to termination of tenancy.
- 2) The monthly retroactive rent repayment amount is in addition to the family's regular rent contribution and is payable to SNRHA.
- 3) Contain a clause whereby the terms of the agreement will be negotiated if there is a decrease or increase in the family's income of \$200 or more per month.
- 4) Include a statement that the monthly retroactive rent repayment amount is in addition to the family's monthly rent payment and is payable to SNRHA.

Late and missed payments constitute default of the repayment agreement and may result in termination.

D. COLLECTION OF VACATED ACCOUNTS

Maintaining Information on Resident

The manager should endeavor to maintain adequate data on the resident to permit skip tracing should the resident move out without notice or with a balance owing. A contact list for each resident should be developed which includes information such as names, addresses and phone number of:

Relatives not living with the resident

Current and former employers

Current and former associates

This contact list should be regularly updated at the time of annual certification.

Establishing Amount of Vacated Accounts Receivable

When a resident vacates a unit, the manager will determine any amounts remaining due and payable to the SNRHA. The manager shall take the appropriate actions to have this amount deducted from the security deposit. If such amount exceeds the security deposit, a vacated resident account receivable is deemed to exist.

Contact with Vacated Resident

Within 30 days of the vacate date, the management staff shall prepare and send a letter to the last known address of the vacated resident. The letter should state the amount of money owed and the date and manner by which it is to be paid. The vacated resident should be instructed to contact the finance department immediately to discuss plans for payment.

In addition, the Finance Department shall prepare a notice to the local Credit Bureau informing it of the identity of the vacated resident and the amount owed.



Use of Outside Collection Sources

If after thirty (30) days the Accounting Department's attempts to collect from the vacated resident have been unsuccessful, the account may be turned over to the Collection Agency designated by the SNRHA to collect vacated accounts.

Write-Offs of Uncollected Vacated Accounts

After the above collection efforts have been taken to collect vacated accounts have been taken, they shall be written off in accordance with the SNRHA's Write-Off Policy.

E. EVICTIONS FOR NON-PAYMENT

Applicability

All residents that have not paid their rents/charges in full by the expiration of the 14-day and/or 30-day notice shall be processed for eviction. The only exceptions are those residents that have valid, up-to-date repayment agreements in force.

Preparation of Documents

On the day after the expiration of the applicable 14-day or 30-day notice period, the manager shall review the accounts of all delinquent residents. The files of those residents that have not paid in full shall be pulled and the manager shall prepare the appropriate documentation per the Justice Court jurisdiction for the eviction of each delinquent resident:

Filing the Eviction Papers

If the jurisdiction permits online court filing, the onsite manager will process the documentation in accordance with local laws. If this is not the case, the on site manager will manually process the forms in accordance with local laws.

If there is no challenge to the eviction action, the Constable can be expected to post the lockout notice within twenty-four (24) to seventy-two (72) hours. The manager must monitor the actions of the Constable in order to keep track of the date on which the lock-out can take place.

Executing the Eviction

At the expiration of the lock-out notice, the manager shall:

- Schedule and coordinate lock-out with maintenance to change locks.

- Perform a lock-out inventory on the resident's possessions and place the completed inventory into the resident's file.

- Schedule maintenance to remove the resident's possessions and place them in temporary storage.

- Have the unit secured by changing the locks and boarding up the windows.



Lockout

The former resident has 30 days from the date of the eviction lockout to claim their possessions from storage. In order to claim the possessions, the former resident must contact the management office to schedule a date and time to claim their possessions prior to the expiration of 30 days. The SNRHA must notify the former resident, in writing, 14-days prior to the expiration of the 30 days.

Any items left in storage longer than 30 days shall be disposed of and no longer available to be claimed. An extension to claim stored items must be requested in writing and approved by the Deputy and/or Director of Operations prior to the expiration of 30 days.

The SNRHA will report adverse information on residents who have voluntarily or involuntarily terminated participation in the program to HUD's national repository. This information will include any debts owed to the SNRHA or adverse action, including not limited to, criminal activity, fraud, lease violations, damages to the unit, etc. This information will be available to HUD employees, PHA employees, and contractor of HUD and PHA's.

F. RENT COLLECTION MONITORING

Form HUD-52295

Each month, the SNRHA will complete the HUD 52295 form for each community. Managers are encouraged to track the progress of their rent collection efforts by reviewing these forms when they are received.



Chapter 14
COMMUNITY SERVICE
[24 CFR 960.603-960.611]

A. REQUIREMENT

Each adult resident of the SNRHA shall:

Contribute 8 hours per month of community service (not including political activities) within the community in which that adult resides; or

Participate in an economic self-sufficiency program (defined below) for 8 hours per month.

An individual may not skip a month and then double up the following month, unless special circumstances warrant it. The Director of Operations or designee will make the determination of whether to permit a deviation from the schedule.

Individuals who have special circumstances which they believe will prevent them from completing the required community service hours for a given month, must notify SNRHA in writing immediately. SNRHA will review the request and notify the individual, in writing, of its determination within 10 calendar days. SNRHA may require those individuals to provide documentation to support their claim.

B. EXEMPTIONS

The SNRHA shall provide an exemption from the community service requirement for any individual who:

Is a family that is currently participating and is in compliance with the Public Housing Family Self-Sufficiency Program.

Is 62 years of age or older;

Is a blind or disabled individual, as defined under section 216[i] [l] or 1614 of the Social Security Act, and who is unable to comply with this section, or is a primary caretaker of such individual;

Is engaged in a work activity as defined in section 407[d] of the Social Security Act; SNRHA will consider 20 hours per week as the minimum number of hours needed to qualify for a work activity exemption;

Meets the requirements for being exempted from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act, or under any other welfare program of the State in which the public housing agency is located, including a State-administered welfare-to-work program; or

Is in a family receiving assistance under a State program funded under part A of title IV



of the Social Security Act, or under any other welfare program of the State in which the public housing agency is located, including a State-administered welfare-to-work program, and has not been found by the State or other administering entity to be in noncompliance with such program. HUD has determined that the Supplemental Nutrition Assistance Program (SNAP) qualifies as a welfare program of the state. Therefore if a tenant is a member of a family receiving assistance under SNAP, and has been found by the administering State to be in compliance with the program requirements, that tenant is exempt from the CSSR. (PIH-2015-12 HA)

The SNRHA will re-verify exemption status annually except in the case of an individual who is 62 years of age or older.

The SNRHA will permit residents to change exemption status during the year if status changes.

C. DEFINITION OF ECONOMIC SELF-SUFFICIENCY PROGRAM

For purposes of satisfying the community service requirement, participating in an economic self-sufficiency program is defined, in addition to the exemption definitions described above, by one of the following:

Participating in the Family Self-Sufficiency Program and being current in the steps outlined in the Individual Training and Services Plan;

Participating in an educational or vocational training program designed to lead to employment, as long as their educational activities total at least 96 hours per year. A student would not need to be enrolled full time to be in compliance with the CSSR.

Activities administered through Help of Southern Nevada (HELP).

D. ANNUAL DETERMINATIONS

Requirement – For each public housing resident subject to the requirement of community service, the SNRHA shall, 90 days before the expiration of each lease term or effective date of recertification, review and determine the compliance of the resident with the community service requirement.

Such determination shall be made in accordance with the principles of due process and on a nondiscriminatory basis.

If SNRHA has reasonable cause to believe that the certification provided by the family is false or fraudulent, SNRHA has the right to require third-party verification.

E. NONCOMPLIANCE

If the SNRHA determines there is a family member who is subject to the community service requirement and has not complied with the requirement, the SNRHA shall notify the resident of such noncompliance, and that:



The determination of noncompliance is subject to the administrative grievance procedure under the SNRHA's Grievance Procedures; and

Unless the resident enters into an agreement to comply with the community service requirement, the resident's lease will not be renewed, and

The SNRHA may not renew or extend the resident's lease upon expiration of the lease term and shall take such action as is necessary to terminate the tenancy of the household, unless the SNRHA enters into an agreement, before the expiration of the lease term, with the resident providing for the resident to cure any noncompliance with the community service requirement, by participating in an economic self-sufficiency program for or contributing to community service as many additional hours as the resident needs to comply in the aggregate with such requirement over the 12-month term of the lease.

Continued Non-compliance

If, after the 12 month cure period, the family member is still not compliant, SNRHA must terminate tenancy of the entire family, according to SNRHA's lease, unless the family provides documentation that the non-compliant family member no longer resides in the unit.

If the family reports that a non-compliant family member is no longer residing in the unit, the family must provide documentation that the family member has actually vacated the unit before SNRHA will agree to continued occupancy of the family. Documentation must consist of a certification signed by the head of household as well as evidence of the current address of the non-compliant family member that previously resided with them.

If the family does not request a grievance hearing, or provide such documentation within the required 10 calendar day timeframe, the family's lease and tenancy will automatically terminate at the end of the current lease term without further notice.

Ineligibility for Occupancy for Noncompliance

The SNRHA shall not renew or extend any lease, or provide any new lease, for a dwelling unit for any household that includes an adult member who was subject to the community service requirement and failed to comply with the requirement.

E. SNRHA RESPONSIBILITY

The SNRHA will ensure that all community service programs are accessible for persons with disabilities.

The SNRHA will ensure that:

The conditions under which the work is to be performed are not hazardous;

The work is not labor that would be performed by the SNRHA's employees



responsible for essential maintenance and property services; or

The work is not otherwise unacceptable.

G. SNRHA IMPLEMENTATION OF COMMUNITY SERVICE REQUIREMENT

SNRHA will provide the family with a copy of the Community Service Policy found in Exhibit 14-1 of this chapter, at lease-up, lease renewal, when a family member is determined to be subject to the community service requirement during the lease term, and at any time upon the family's request.

H. ELIGIBLE COMMUNITY SERVICE REQUIREMENTS

All community service performed will be verified by acceptable third part verification and may include:

Community Service with a Certified Resident Council, on site resident Service contractor.

Volunteering in community activities, such as clean up, graffiti removal, painting, neighborhood reduction of criminal activity such as resident patrol and neighborhood watch programs.

Community service with faith based organizations

Any other community service organization that is pre-approved by SNRHA

Public educational facility.



Chapter 15

FAMILY SELF-SUFFICIENCY STATEMENT OF POLICIES

PURPOSE: The purpose of the U.S. Department of Housing and Urban Development's (HUD) Family Self Sufficiency Program (FSS) is to promote the development of local strategies to coordinate the use of housing assistance with public and private resources to enable eligible families to achieve economic independence and self-sufficiency. The Southern Nevada Regional Housing Authority's (SNRHA) FSS Program is designed to promote employment opportunities and increase asset building among families living in assisted housing. The three main features of the FSS Program are: (1) case management; (2) delivery of services; (3) the creation of an escrow account.

SNRHA runs a combined Public Housing (PH), HCV, and Project based Rental Assistance Demonstration (RAD), FSS program and there is one Action Plan governing all.

BENEFITS OF OPERATING A VOLUNTARY FSS PROGRAM:

An aggressive and innovative FSS program will yield numerous, positive benefits such as: increases in:

- the number of working families enrolled in the FSS program
- earned income which directly results in a reduction of rental subsidy
- resident self-sufficiency through knowledge of community resources
- families' earning capacity which will strengthen community

PROGRAM COORDINATING COMMITTEE (PCC):

The purpose of the SNRHA PCC is to obtain and provide resources to address the challenges of the families enrolled in SNRHA self-sufficiency programs. SNRHA will have letters of agreement or will enter into Memorandums of Understanding (MOU) with community partners to provide services/resources to our participants.

PCC membership is composed of a cross section of service providers, sponsors of skills-based training, community partners, employers, FSS program participants and SNRHA staff. In alliance with HUD's requirement, SNRHA's PCC membership shall include the following:

- A (PH) resident and a (HCV) participant who has currently or previously received public assistance and has successfully completed or is currently enrolled in a self-sufficiency or welfare-to-work related program and is in compliance with these program obligations
- SNRHA FSS and ROSS (Resident Opportunities and Self-Sufficiency) Coordinators

SNRHA's PCC may also include representatives from:

- Local agencies which administer employment and training programs



- area employers
- private employment agencies
- financial institutions
- local post-secondary educational institutions
- local welfare agency
- Child care providers
- the non-profit sector
- Onsite Service Providers

CERTIFICATION OF COORDINATION:

The development and retention of viable, extensive partnerships with the public and private sector are paramount to the success of the FSS Program. SNRHA will coordinate and partner with entities such as the Department of Welfare and Supportive Services (DWSS), Workforce Innovation and Opportunity Act (WIOA) funded partners, and various educational and training institutions.

GOALS AND OBJECTIVES:

SNRHA's FSS program goals are to work local partners to develop a comprehensive program to reduce barriers that prevent self-sufficiency and empower them to obtain employment that pays a living wage; and be free from TANF assistance excluding kinship care.

Participating families receive individualized case management which includes:

- One-on-one counseling with SNRHA FSS Coordinators to emphasize the importance of education and training to increase earning potential
- Mandatory financial literacy education
- Career and personal case management to set realistic goals and timeframes
- Strategies that encourage employment, entrepreneurship, and homeownership
- Referrals to community support services
- Incentives and recognition for achievements
- Participants are encouraged to attend a number of self-help workshops and seminars

PROGRAM MEASUREMENTS:

The FSS Program will measure the successes of families who participate in the program by tracking:

- Suitable employment defined as work reasonably related to an individual's skills, qualifications and training which provides a living wage.
- Increases in earned income
- Higher educational level
- Decrease in government assistance



PROGRAM SIZE:

SNRHA will operate a minimum program size of 450 voluntary slots.

ESTIMATE OF POTENTIAL PARTICIPATING FAMILIES:

SNRHA owns 2,149 Public Housing units, has 439 Rental Assistance Demonstration (RAD) units and administers 12,009 Housing Choice Vouchers which together provide housing assistance to over 35,000 residents. Of these numbers, the estimate of eligible FSS families who can reasonably be expected to receive supportive services under the FSS program, based on available and anticipated Federal, tribal, State, local, and private resource are approximately 450.

The FSS Program is open to adults, ages 18 and over, without regards to race, color, religion, sexual orientation, age, disability, familial status or national origin. SNRHA does not wish to operate a joint FSS program with other PHAs.

SUPPORTIVE SERVICES NEEDS:

The following represents some of the most needed supportive services for program participants:

- Education
 - High School Equivalency Test (HiSET) preparation
 - Postsecondary education preparation
 - English as a second language (ESL)
 - Computer skills training

- Life Skills
 - Domestic Violence awareness and prevention
 - Home management
 - Self-enrichment
 - Child care
 - Parenting and child development
 - Transportation
 - Work – Life balance
 - Time management

- Financial Literacy
 - Credit counseling
 - Budgeting
 - Asset building
 - Debt management
 - Homebuyer education
 - Banking

- Employment



- Skills assessment
- Vocational training
- Resume building
- Effective job search
- Interview skills and techniques
- Job placement and retention
- Health
 - Affordable health care
 - Social services
 - Addiction prevention
 - Mental health
 - Vision and dental
 - Wellness

INCENTIVES TO ENCOURAGE PARTICIPATION:

SNRHA offers many incentives to encourage FSS Program participation, including the following services:

- Individual case management
- Links to community resources
- Escrow account credits
- Homeownership opportunities

ASSURANCE OF NON-INTERFERENCE:

The decision, by family, to participate or not in the FSS Program, will not affect their right to admission in the Public Housing or Housing Choice Voucher programs, or their right to occupancy in accordance with their lease.

FAMILY SELECTION PROCEDURES:

In accordance with applicable federal regulations, families are selected without regard to race, color, religion, sex, handicap, familial status, or national origin. SNRHA observes all federal regulations related to FSS participation for all applicants.

All program participants must be a current SNRHA resident/participant, 18 years or older.

SNRHA FSS Coordinators will use multiple methods to inform and recruit eligible program participants. Promotional materials are distributed to existing residents and to applicants who are near completion in the lease-up process. These materials include flyers, posters, brochures, and interest forms. These materials highlight program information and benefits.

Several other outreach methods will be used to encourage FSS Program participation:



- The FSS informational brochures and interest forms will be available in SNRHA lobbies, administrative offices, management offices and/or distributed upon request
- The FSS department may mail brochures to all eligible households
- FSS presentations may be conducted during any resident informational sessions
- FSS Orientation sessions will be held as needed based on program enrollment and staffing and will include Saturday and/or evening
-

The FSS application process is as follows:

- The HOH must submit an interest form
- FSS Coordinators will verify the eligibility status of the resident
- Eligible HOH will be invited to an orientation session,
- During the orientation session, detailed program information will be shared to assist the HOH in making the decision to participate or not.
- If the HOH decides to participate, a Pre-Assessment Form must be completed
- If the HOH decides not to participate, the family will be removed from the Interest List

The Pre-Assessment Form is a tool that will be used to establish a base level of need. It will be used for case management purposes only, to determine the participant's level of education, job skills, prior work experience, and career interests. It will not be used to screen-out any participant.

Families who have successfully participated in SNRHA's Resident Opportunities and Self Sufficiency (ROSS) programs will be given preference and receive streamlined enrollment for Family Self-Sufficiency (FSS).

METHOD FOR IDENTIFICATION OF SUPPORTIVE SERVICE NEEDS:

The FSS Coordinator will provide ongoing coordination and encouragement to the FSS family. A critical factor in the provision of case management services is regular communication between the Coordinators and their assigned families. All newly enrolled participants are strongly encouraged to meet with their Coordinator monthly, for the first three (3) months and quarterly thereafter. Assessment of the participant's needs and their ongoing progress continues throughout the length of the FSS participation. Employment and career development plans are made based on the assessment.

CONTRACT OF PARTICIPATION:

The Contract of Participation (COP) will be discussed in detail with eligible family members, prior to being signed by the HOH. Other household members, 18 or older, may enroll in the FSS Program at any time. These household members will be required to work one-on-one with the FSS Coordinator to develop and sign their own Individual Training and Service Plan (ITSP).



The enrollment process is complete once the HOH and the FSS Coordinator sign the COP.

The COP must include:

- a. Baseline information – annual income, earned income and Total Tenant Payment (TTP) for PH residents and 30% of monthly adjusted income for HCV participants
- b. ITSP which includes:
 - a. Final goals, one of which must be to maintain employment for a minimum of 90 consecutive days immediately preceding completion of the program
 - b. Interim goals, one of which must be that all family members are TANF (excluding child only) free, for at least 12 consecutive months before the contract expires

During the term of the COP, changes may be made to the final goals within the first four years of the original contract date, or unless there is an approved reasonable accommodation.

- Changes to ITSP - The FSS Coordinator will assist the client with changes.
- Changes to designated HOH - SNRHA Management will make the determination to accept or reject the proposed HOH change.

The FSS participant has a right to grieve any negative decision(s) and may appeal within ten (10) calendar days. The participant shall have the opportunity to present written or oral objections to the Supportive Services Manager (SSM).

Case Files

The FSS Coordinator will maintain a case file for each FSS participant. The file will contain the following documents:

- Contract of Participation
- ITSP(s)
- Interest form, FSS pre-assessment & assessment forms
- Escrow calculations and tracking forms
- Documentation of program participation
- Case notes detailing each contact with the participating family
- Extension and other related forms and letters
- Referral letters and other relevant correspondence
- Termination forms
- Other required forms, notices and correspondence

Escrow Account Management

Escrow accounts are to be maintained for each family who has earned escrow credits. The escrow calculation allocates monthly savings amounts for each family, based on increases in their rent due to increases in their earned income.



The annual or interim recertification exam determines when and how much change there will be to the tenant's portion of the rent which will then result in changes to the escrow accruals.

FSS escrow funds are combined and placed in a HUD-approved investment instruments. The interest paid on the actual investment will be credited to the individual FSS escrow accounts annually. The participant will receive an escrow statement annually. This statement will include the current monthly escrow credit along with the total escrow from beginning to ending balance and total interest accrual.

Interim Escrow Withdrawals

A HOH may be permitted to withdraw escrow funds for professional testing, professional license, homeownership, deposit to move from public housing to the private sector, and transportation (only to maintain employment) purposes only.¹ however, the participant must:

- Have exhausted all other resources
- Not owe a debt to SNRHA (unless the participant is current with a repayment agreement)
- Be in program compliance with both FSS and SNRHA
- Submit a written request and documentation of the need to the FSS Coordinator
- Have attended one FSS Support Group workshop within the last 6 months
- Be actively pursuing FSS goals
- Use the escrow funds for purposes of meeting ITSP goals only; otherwise the participant will be terminated from the FSS program
- Provide receipt(s) verifying expenditure(s)

All written requests for interim disbursements will be submitted to the Director of Supportive Services, after the FSS Coordinator and the Resident Program Coordinator (RPC) have reviewed the request, to determine the adequacy of documentation and the level of need. Supportive Services Manager **SSM** has final approval.

The FSS Coordinator will inform the participant of the request results.

- If the request is approved, the interim escrow distribution check will be prepared within 10 business days.
- Within 10 business days after the escrow funds are received, the participant must provide documentation/receipt(s).
- Failure to provide documentation/receipts, participant will be terminated from the FSS program.
- If the request is denied, the FSS Coordinator will mail, to the participant, a written notification stating the reason(s) for denial.
- There is no appeal process for interim disbursement requests



Program Extensions

Contract extensions may be approved, up to two years, for active FSS participants under the following conditions:

- The participant demonstrates active participation and progress in the FSS program;
- FSS Contract goals have not all been met, but can realistically be reached within the extension period;
- Goals which have not been met due to circumstance beyond the control of the participant
- More time is needed for the participant to be free from welfare cash assistance for 12 continuous months.
- Involuntary job loss

To request a program extension, the FSS participant must submit a written request to the FSS Coordinator. The written request must include the reason(s) for requesting the extension. To determine if an extension is warranted, the FSS Coordinator will review the request, program compliance and progress with the participant.

The FSS Coordinator will submit to the RPC, a written recommendation for review. The RPC will submit same to the SSM for final approval.

There is no grievance process available when an extension is denied.

Successful Completion of the Program

Successful completion of the FSS Program occurs at any time during the FSS COP, if the following conditions are met, and the participant:

- Has a HS diploma or equivalent unless an exception is approved by the SSM and RPC.
- has obtained and maintained suitable employment for a minimum of 90 consecutive days immediately preceding completion of the program
- has achieved his/her personal goals stated on the FSS ITSP and
- SNRHA has certified that family members have not received welfare cash assistance during the previous twelve consecutive months;
- or -
- 30% of a Housing Choice Voucher family's monthly adjusted income equals or is greater than the Fair Market Rent amount for the unit size for which the family qualifies.

FSS participants may successfully complete the program in less than the five-year COP term, if they have met all other requirements. Successful program graduates are not required to leave subsidized housing.

The full balance of escrow, less any outstanding debt to SNRHA, will be given to the HOH within 30 days after the effective date of program completion.

There are no restrictions on the use of the escrow funds, and the U.S. Internal Revenue Service has



ruled that these funds are not subject to federal income tax.

Participants who have successfully completed the FSS program are not eligible for re-enrollment.

PROGRAM TERMINATION:

Voluntary

Participation in the FSS Program is voluntary. Participants may withdraw from the program at any time. This request will be honored without penalty regarding the family's housing status. Should the HOH withdraw, the FSS escrow account will be forfeited. The family may re-apply to the FSS Program after a minimum twelve months unless otherwise approved by the SSM

Involuntary

Reasons for involuntary termination from the FSS program include:

- ❖ Adverse loss of housing assistance
- ❖ Failure to fulfill responsibilities under the COP
- ❖ An act occurs that is inconsistent with the purpose of the FSS program including but not limited to: committing fraud; failure to report changes in household composition and/or income with the timeframes set forth in the Administrative Plan and ACOP, and other reoccurring acts/behaviors as determined by the RPC and SSM.

The FSS escrow account will be forfeited. The family may re-apply to the FSS Program after a minimum of twelve months unless otherwise approved by the SSM

Mutual Consent

The HOH and the FSS Coordinator may mutually agree to terminate participation in the FSS Program. The FSS escrow account will be forfeited.

Grievance Procedure

In the event that the FSS Coordinator terminates a participant from the program, a termination letter will be mailed to the participant clearly stating the reason(s) for the decision. The participant will have ten (10) business days, from the date of the letter, to contact the Resident Program Coordinator (RPC) or designee.

Written decision notification from the RPC or designee shall be issued to the participant within ten (10) business days. If the participant does not agree with the decision of the RPC, they may request a review of the decision with the DSS.

If the participant does not agree with the decision of the SSM, they may request a hearing with the SNRHA Hearing Officer, according to guidelines established in the Admissions and Occupancy Policy (ACOP) for Public Housing residents or Administrative Plan for Housing Choice Voucher



participants.

Portability

Port-ins from other FSS Programs will be welcomed into the SNRHA Family Self-Sufficiency Program, under the following conditions:

- Open slots are available. If slots are not available, the family will be placed on the Interest Form List according to the date and time that the request was received.
- The participant is in compliance with the previous housing authority's FSS program
- Final goals can be attained by the time remaining on the COP
- SNRHA receives a valid signed COP and ITSP from the previous housing authority
- The participant signs a FSS COP with SNRHA within 120 days of lease up within SNRHA jurisdiction

A new COP will be executed for the remaining time of the initial Contract using the beginning income and family rent figures on the COP from the previous housing authority .

CHANGES TO THE Admissions and Continued Occupancy Plan

SNRHA recognizes that the implementation of this FSS Action Plan is a dynamic process, which may need to incorporate changes/revisions to current policies and procedures to be an effective working tool for staff.

SNRHA will review HUD FSS regulations and PIH notices as needed, to ensure that the FSS Action Plan is consistent. Any necessary changes will be made to SNRHA policy as appropriate.



Chapter 16

RENTAL ASSISTANCE DEMONSTRATION (RAD) / PROJECT-BASED VOUCHERS

INTRODUCTION

This chapter describes HUD regulations and SNRHA policies related to the Project Based Vouchers program in nine parts:

Part I: General Requirements. This part describes general provisions of the PBV program including maximum budget authority requirements, relocation requirements, and equal opportunity requirements.

Part II: PBV Owner Proposals. This part includes policies related to the submission and selection of owner proposals for PBV assistance. It describes the factors the SNRHA will consider when selecting proposals, the type of housing that is eligible to receive PBV assistance, the cap on assistance at projects receiving PBV assistance, subsidy layering requirements, site selection standards, and environmental review requirements.

Part III: Dwelling Units. This part describes requirements related to housing quality standards, the type and frequency of inspections, and housing accessibility for persons with disabilities.

Part IV: Rehabilitated and Newly Constructed Units. This part describes requirements and policies related to the development and completion of rehabilitated and newly constructed housing units that will be receiving PBV assistance.

Part V: Housing Assistance Payments Contract. This part discusses HAP contract requirements and policies including the execution, term, and termination of the HAP contract. In addition, it describes how the HAP contract may be amended and identifies provisions that may be added to the HAP contract at the SNRHA's discretion.

Part VI: Selection of PBV Program Participants. This part describes the requirements and policies governing how the SNRHA and the owner will select a family to receive PBV assistance.

Part VII: Occupancy. This part discusses occupancy requirements related to the lease, and describes under what conditions families are allowed or required to move. In addition, exceptions to the occupancy cap (which limits PBV assistance to 25 percent of the units in any project) are also discussed.

Part VIII: Determining Rent to Owner. This part describes how the initial rent to owner is determined, and how rent will be re-determined throughout the life of the HAP contract. Rent reasonableness requirements are also discussed.

Part IX: Payments to Owner. This part describes the types of payments owners may receive under this program.

Part X: Rental Assistance Demonstration (RAD) Program.



PART I: GENERAL REQUIREMENTS

16-I.A. OVERVIEW [24 CFR 983.]; FR NOTICE 1/18/17; NOTICE 2017-21

The project-based voucher (PBV) program allows SNRHA that already administer a tenant-based voucher program under an annual contributions contract (ACC) with HUD to take up to 20 percent of its voucher program budget authority and attach the funding to specific units rather than using it for tenant-based assistance [24 CFR 983.6]. SNRHA may only operate a PBV program if doing so is consistent with the SNRHA's Annual Plan, and the goal of deconcentrating poverty and expanding housing and economic opportunities [42 U.S.C. 1437f(o)(13)]. The PHA may not commit PBV until or unless it has followed the proposal selection requirements defined in 24 CFR 983.51 (Notice PIH 2011-54).

SNRHA Policy

SNRHA will operate a project-based voucher program using up to 20 percent of its budget authority for project-based assistance.

PBV assistance may be attached to existing housing or newly constructed or rehabilitated housing [24 CFR 983.52]. If PBV units are already selected for project-based assistance either under an agreement to enter into HAP Contract (Agreement) or a HAP contract, the SNRHA is not required to reduce the number of these units if the amount of budget authority is subsequently reduced. However, the SNRHA is responsible for determining the amount of budget authority that is available for project-based vouchers and ensuring that the amount of assistance that is attached to units is within the amounts available under the ACC [24 CFR 983.6].

While HUD's permission is not required to operate a PBV program, before SNRHA issues a Request for Proposal or makes a selection, SNRHA must submit the following information to HUD field office for review (24 CFR 983.6 (d)).

- The total amount of annual budget authority
- The percentage of annual budget authority to be project-based
- The total amount of the annual budget authority the PHA is planning to project-base pursuant to the selection and the number of units that such budget authority will support.

16-I.B. TENANT-BASED VS. PROJECT-BASED VOUCHER ASSISTANCE [24 CFR 983.2]

Much of the tenant-based voucher program regulations also apply to the PBV program. Consequently, many of the SNRHA policies related to tenant-based assistance also apply to PBV assistance. The provisions of the tenant-based voucher regulations that do not apply to the PBV program are listed at 24 CFR 983.2.

SNRHA Policy

Except as otherwise noted in this chapter, or unless specifically prohibited by PBV program regulations, the SNRHA policies for the tenant-based voucher program contained in this administrative plan also apply to the PBV program and its participants.



16-I.C. RELOCATION REQUIREMENTS [24 CFR 983.7]

Any persons displaced as a result of implementation of the PBV program must be provided relocation assistance in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)[42 U.S.C. 4201-4655] and implementing regulations at 49 CFR part 24.

The cost of required relocation assistance may be paid with funds provided by the owner, local public funds, or funds available from other sources. SNRHA may not use voucher program funds to cover relocation costs, except that SNRHA may use their administrative fee reserve to pay for relocation expenses after all other program administrative expenses are satisfied, and provided that payment of the relocation benefits is consistent with state and local law. Use of the administrative fee for these purposes must also be consistent with other legal and regulatory requirements, including the requirement in 24 CFR 982.155 and other official HUD issuances.

The acquisition of real property for a PBV project is subject to the URA and 49 CFR part 24, subpart B. It is the responsibility of the SNRHA to ensure the owner complies with these requirements.

16-I.D. EQUAL OPPORTUNITY REQUIREMENTS [24 CFR 983.8]

The SNRHA must comply with all equal opportunity requirements under federal law and regulations in its implementation of the PBV program. This includes the requirements and authorities cited at 24 CFR 5.105(a). In addition, the SNRHA must comply with the SNRHA Plan certification on civil rights and affirmatively furthering fair housing, submitted in accordance with 24 CFR 903.7(o).

PART II: PBV OWNER PROPOSALS

16-II.A. OVERVIEW

SNRHA must describe the procedures for owner submission of PBV proposals and for SNRHA selection of PBV proposals [24 CFR 983.51]. Before selecting a PBV proposal, SNRHA must determine that the PBV proposal complies with HUD program regulations and requirements, including a determination that the property is eligible housing [24 CFR 983.53 and 983.54], complies with the cap on the number of PBV units per project [24 CFR 983.56 as amended by 73 FR 71038], and meets the site selection standards [24 CFR 983.57].

16-II.B. OWNER PROPOSAL SELECTION PROCEDURES [24 CFR 983.51]

SNRHA must select PBV proposals in accordance with the selection procedures in SNRHA administrative plan. The SNRHA must select PBV proposals by either of the following two methods.

- SNRHA request for PBV Proposals. The SNRHA may solicit proposals by using a request for proposals to select proposals on a competitive basis in response to the SNRHA request. The SNRHA may not limit proposals to a single site or impose restrictions that explicitly or practically preclude owner submission of proposals for PBV housing on different sites.
- SNRHA may select proposal that were previously selected based on a competition. This may include selection of a proposal for housing assisted under a federal, state, or local



government housing assistance program that was subject to a competition in accordance with the requirements of the applicable program, community development program, or supportive services program that requires competitive selection of proposals (e.g., HOME, and units for which competitively awarded LIHTCs have been provided), where the proposal has been selected in accordance with such program's competitive selection requirements within three years of the PBV proposal selection date, and the earlier competitive selection proposal did not involve any consideration that the project would receive PBV assistance.

Solicitation and Selection of PBV Proposals [24 CFR 983.51 (c)]

SNRHA procedures for selecting PBV proposals must be designed and actually operated to provide broad public notice of the opportunity to offer PBV proposals for consideration by the SNRHA. The public notice procedures may include publication of the public notice in a local newspaper of general circulation and other means designed and actually operated to provide broad public notice. The public notice of the SNRHA request for PBV proposals must specify the submission deadline. Detailed application and selection information must be provided at the request of interested parties.

SNRHA Policy

SNRHA Request for Proposals for Rehabilitated and Newly Constructed Units

The SNRHA will advertise its request for proposals (RFP) for rehabilitated and newly constructed housing in the following newspapers and trade journals.

Las Vegas Review Journal/Sun

El Mundo

Las Vegas Asian Journal

Asian-American Times

El Tiempo

In addition, the SNRHA will post the RFP and proposal submission and rating and ranking procedures on its electronic web site.

The SNRHA will publish its advertisement in the newspapers and trade journals mentioned above for at least one day per week for three consecutive weeks. The advertisement will specify the number of units the SNRHA estimates that it will be able to assist under the funding the SNRHA is making available. Proposals will be due in the SNRHA office by close of business 30 calendar days from the date of the last publication.

In order for the proposal to be considered, the owner must submit the proposal to the SNRHA by the published deadline date, and the proposal must respond to all requirements as outlined in the RFP. Incomplete proposals will not be reviewed.

The SNRHA will rate and rank proposals for rehabilitated and newly constructed housing using the following criteria:

Owner experience and capability to build or rehabilitate housing as identified in the RFP;

Extent to which the project furthers the SNRHA goal of deconcentrating poverty and expanding housing and economic opportunities;



If applicable, the extent to which services for special populations are provided on site or in the immediate area for occupants of the property; and

Projects with less than 25 percent of the units assisted will be rated higher than projects with 25 percent of the units assisted. In the case of projects for occupancy by the elderly, persons with disabilities or families needing other services, the SNRHA will rate partially assisted projects on the percent of units assisted. Projects with the lowest percent of assisted units will receive the highest score.

SNRHA Requests for Proposals for Existing Housing Units

The SNRHA will advertise its request for proposals (RFP) for existing housing in the following newspapers and trade journals.

Las Vegas Review Journal/Sun

El Mundo

Las Vegas Asian Journal

Asian-American Times

El Tiempo

In addition, the SNRHA will post the notice inviting such proposal submission and the rating and ranking procedures on its electronic web site.

The SNRHA will periodically publish its advertisement in the newspapers and trade journals mentioned above for at least one day per week for three consecutive weeks. The advertisement will specify the number of units the SNRHA estimates that it will be able to assist under the funding SNRHA is making available. Owner proposals will be accepted on a first-come first-served basis and will be evaluated using the following criteria:

Experience as an owner in the tenant-based voucher program and owner compliance with the owner's obligations under the tenant-based program;

Extent to which the project furthers the SNRHA goal of deconcentrating poverty and expanding housing and economic opportunities;

If applicable, extent to which services for special populations are provided on site or in the immediate area for occupants of the property; and

Extent to which units are occupied by families that are eligible to participate in the PBV program.

SNRHA Selection of Proposals Subject to a Previous Competition under a Federal, State, or Local Housing Assistance Program

SNRHA will accept proposals for PBV assistance from owners that were competitively selected under another federal, state or local housing assistance program, including projects that were competitively awarded Low-Income Housing Tax Credits on an ongoing basis.

SNRHA may periodically advertise that it is accepting proposals, in the following newspapers and trade journals:

Las Vegas Review Journal/Sun

El Mundo



Las Vegas Asian Journal

In addition to, or in place of advertising, SNRHA may also directly contact specific owners that have already been selected for Federal, state, or local housing assistance based on a previously held competition, to inform them of available PBV assistance.

Proposals will be reviewed on a first-come first-served basis. The SNRHA will evaluate each proposal on its merits using the following factors:

- Extent to which the project furthers the SNRHA goal of deconcentrating poverty and expanding housing and economic opportunities; and
- Extent to which the proposal complements other local activities such as the redevelopment of a public housing site under the HOPE VI program, the HOME program, CDBG activities, other development activities in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community.

SNRHA-owned Units [24 CFR 983.51(e), 983-59, and Notice PIH 2017-21]

A SNRHA-owned unit may be assisted under the PBV program only if the HUD field office or HUD-approved independent entity reviews the selection process and determines that the SNRHA-owned units were appropriately selected based on the selection procedures specified in the SNRHA administrative plan. If the SNRHA selects a proposal for housing that is owned or controlled by the SNRHA, the SNRHA must identify the entity that will review the SNRHA proposal selection process and perform specific functions with respect to rent determinations and inspections.

In the case of SNRHA-owned units, the term of the HAP contract and any HAP contract renewal must be agreed upon by the PHA and a HUD-approved independent entity (such as a licensed, state-certified appraiser.) In addition, an independent entity must determine the rent to owner, the redetermined rent to owner, and reasonable rent. Housing Quality Standards (HQS) inspections must also be conducted by an independent entity.

If the SNRHA selects a proposal for housing that is owned or controlled by the PHA, the PHA must identify the entity that will review the PHA proposal selection process and perform specific functions with respect to rent determination and inspections.

Noncompetitive selections must also be reviewed to ensure that the selection was done properly particularly in regards to low-income housing tax credit (LIHTC) project applications not receiving the benefit of a commitment of PBV's by the PHA and that the comparable competition was held with three years of the project selection.

Prior to the submitting a proposal for PHA-owned units, the PHA must determine if there is any entity that is approvable by HUD and will be willing to perform required duties. In addition, housing quality standards inspections must be conducted by an independent entity.

The independent entity that performs these program services may be the unit of general local government for the SNRHA jurisdiction (unless the SNRHA is itself the unit of general local government or an agency of such government) or another HUD-approved public or private independent entity.



SNRHA Policy

The SNRHA may submit a proposal for project-based housing that is owned or controlled by the SNRHA. If the proposal for SNRHA-owned housing is selected, the SNRHA will use another entity to review the SNRHA selection and to administer the PBV program. The SNRHA will obtain HUD approval of entity prior to selecting the proposal for SNRHA-owned housing.

The SNRHA may only compensate the independent entity and appraiser from SNRHA ongoing administrative fee income (including amounts credited to the administrative fee reserve). The

SNRHA may not use other program receipts to compensate the independent entity and appraiser for their services. The SNRHA, independent entity, and appraiser may not charge the family any fee for the appraisal or the services provided by the independent entity.

SNRHA Notice of Owner Selection [24 CFR 983.51(d)]

The SNRHA must give prompt written notice to the party that submitted a selected proposal and must also give prompt public notice of such selection. Public notice procedures may include publication of public notice in a local newspaper of general circulation and other means designed and actually operated to provide broad public notice.

SNRHA Policy

Within 10 business days of the SNRHA making the selection, the SNRHA will notify the selected owner in writing of the owner's selection for the PBV program. The SNRHA will also notify in writing all owners that submitted proposals that were not selected and advise such owners of the name of the selected owner.

In addition, the SNRHA will publish its notice for selection of PBV proposals for two consecutive days in the same newspapers and trade journals the SNRHA used to solicit the proposals. The announcement will include the name of the owner that was selected for the PBV program. The SNRHA will also post the notice of owner selection on its electronic web site.

The SNRHA will make available to any interested party its rating and ranking sheets and documents that identify the SNRHA basis for selecting the proposal. These documents will be available for review by the public and other interested parties for one month after publication of the notice of owner selection. The SNRHA will not make available sensitive owner information that is privileged, such as financial statements and similar information about the owner.

The SNRHA will make these documents available for review at the SNRHA during normal business hours. The cost for reproduction of allowable documents will be \$.25 per page.

16-II.C. HOUSING TYPE [24 CFR 983.52]

SNRHA may attach PBV assistance for units in existing housing or for newly constructed or rehabilitated housing developed under and in accordance with an agreement to enter into a housing assistance payments contract that was executed prior to the start of construction. A housing unit is considered an existing unit for purposes of the PBV program, if, at the time of notice of SNRHA selection, the units substantially comply with HQS. Units for which new



construction or rehabilitation was started in accordance with PBV program requirements do not qualify as existing housing.

The SNRHA must decide what housing type, new construction, rehabilitation, or existing housing, will be used to develop project-based housing. The SNRHA choice of housing type must be reflected in its solicitation for proposals.

16-II.D. PROHIBITION OF ASSISTANCE FOR CERTAIN UNITS

Ineligible Housing Types [24 CFR 983.53]

SNRHA may not attach or pay PBV assistance to shared housing units; units on the grounds of a penal reformatory, medical, mental, or similar public or private institution; nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and care, or intermediate care (except that assistance may be provided in assisted living facilities); units that are owned or controlled by an educational institution or its affiliate and are designated for occupancy by students; manufactured homes; and transitional housing. In addition, the SNRHA may not attach or pay PBV assistance for a unit occupied by an owner and the SNRHA may not select or enter into an agreement to enter into a HAP contract or HAP contract for a unit occupied by a family ineligible for participation in the PBV program.

High-rise Elevator Projects for Families with Children [24 CFR 983.53(b)]

SNRHA may use high-rise elevator buildings for families with children if it makes a determination that there is no practical alternative. The SNRHA may make this initial determination for its project-based voucher program, in whole or in part, and need not review each project on a case-by-case basis.

SNRHA Policy

SNRHA will not use high-rise elevator projects for families with children.

Subsidized Housing [24 CFR 983.54]

SNRHA may not attach or pay PBV assistance to units in any of the following types of subsidized housing:

- A public housing unit;
- A unit subsidized with any other form of Section 8 assistance;
- A unit subsidized with any governmental rent subsidy;
- A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing;
- A unit subsidized with Section 236 rental assistance payments (except that a SNRHA may attach assistance to a unit subsidized with Section 236 interest reduction payments);
- A Section 202 project for non-elderly with disabilities;
- Section 811 project-based supportive housing for persons with disabilities;
- Section 202 supportive housing for the elderly;
- A Section 101 rent supplement project;



- A unit subsidized with any form of tenant-based rental assistance;
- A unit with any other duplicative federal, state, or local housing subsidy, as determined by HUD or the SNRHA in accordance with HUD requirements.

16-II.E. SUBSIDY LAYERING REQUIREMENTS [24 CFR 983.55]

SNRHA may provide PBV assistance only in accordance with HUD subsidy layering regulations [24 CFR 4.13] and other requirements.

subsidy layering review is intended to prevent excessive public assistance by combining (layering) housing assistance payment subsidy under the PBV program with other governmental housing assistance from federal, state, or local agencies, including assistance such as tax concessions or tax credits.

A subsidy layering review is not required prior to execution of a HAP contract for an existing housing project if a subsidy layering review was previously conducted by a State or local agency.

SNRHA must submit the necessary documentation to HUD for a subsidy layering review. The SNRHA may not enter into an agreement to enter into a HAP contract or a HAP contract until HUD (or an independent entity approved by HUD) has conducted any required subsidy layering review and determined that the PBV assistance is in accordance with HUD subsidy layering requirements.

HAP contract must contain the owner's certification that the project has not received and will not receive (before or during the term of the HAP contract) any public assistance for acquisition, development, or operation of the housing other than assistance disclosed in the subsidy layering review in accordance with HUD requirements.

16-II.F. CAP ON NUMBER OF PBV UNITS IN EACH PROJECT

25 Percent per Project Cap [24 CFR 983.56(a); FR NOTICE 1/18/17, and NOTICE 2017-21

In general, the SNRHA may not select a proposal to provide PBV assistance for units in a project or enter into an agreement to enter into a HAP or a HAP contract to provide PBV assistance for units in a project, if the total number of dwelling units in the project that will receive PBV assistance during the term of the PBV HAP contract is more than 25 percent of the number of dwelling units (assisted or unassisted) in the project.

Exceptions to 25 Percent per Project Cap [24 CFR 983.56(b)]

As of April 18, 2017, units are not counted against the 25 percent per project cap if the units are *excepted units* in a multifamily building because they are specifically made available for elderly or disabled families or families receiving supportive services (also known as *qualifying families*).

SNRHA must include in the SNRHA'S administrative plan the type of services offered to families for a project to qualify for the exception and the extent to which such services will be provided. It is not necessary that the services be provided at or by the project, if they are approved services. To qualify, a family must have at least one member receiving at least one qualifying supportive service. A SNRHA may not require participation in medical or disability-related services other than drug and alcohol treatment in the case of current abusers as a condition of living in an excepted unit, although such services may be offered.



If a family at the time of initial tenancy is receiving, and while the resident of an excepted unit has received, FSS supportive services or any other supportive services as defined in the

SNRHA'S administrative plan, and successfully completes the FSS contract of participation or the supportive services requirement, the unit continues to count as an excepted unit for as long as the family resides in the unit.

SNRHA must monitor the excepted family's continued receipt of supportive services and take appropriate action regarding those families that fail without good cause to complete their supportive services requirement. The SNRHA administrative plan must state the form and frequency of such monitoring.

SNRHA Policy

SNRHA will provide PBV assistance for excepted units.

Supportive Services being provided may include services such as employment and training, counseling, case management, financial, and social services, or other services as deemed appropriate for the population served, provided by SNRHA or other public or private agencies. At least one member of each family must participate in at least one session of a provided service.

Promoting Partially-Assisted Projects [24 CFR 983.56(c)]

SNRHA may establish local requirements designed to promote PBV assistance in partially assisted buildings. A *partially assisted project* is a building in which there are fewer units covered by a HAP contract than residential units [24 CFR 983.3].

SNRHA may establish a per-building cap on the number of units that will receive PBV assistance or other project-based assistance in a multifamily building containing excepted units or in a single-family project. SNRHA may also determine not to provide PBV assistance for excepted units, or the SNRHA may establish a per-project cap of less than 25 percent.

SNRHA Policy:

SNRHA will provide assistance for excepted units. Beyond that, the SNRHA will not impose any further cap on the number of PBV units assisted per project.

Supportive Services being provided may include services such as employment and training, counseling, case management, financial, and social services, or other services as deemed appropriate for the population served, provided by SNRHA or other public or private agencies. At least one member of each family must participate in at least one session of a provided service.

16-II.G. SITE SELECTION STANDARDS

Compliance with PBV Goals, Civil Rights Requirements, and HQS Site Standards [24 CFR 983.57(b)]

SNRHA may not select a proposal for existing, newly constructed, or rehabilitated PBV housing on a site or enter into an agreement to enter into a HAP contract or HAP contract for units on the site, unless the SNRHA has determined that PBV assistance for housing at the selected site is consistent with the goal of deconcentrating poverty and expanding housing and economic opportunities. The standard for deconcentrating poverty and expanding housing and economic



opportunities must be consistent with the SNRHA Plan under 24 CFR 903 and the SNRHA administrative plan.

In addition, prior to selecting a proposal, the SNRHA must determine that the site is suitable from the standpoint of facilitating and furthering full compliance with the applicable Civil Rights Laws, regulations, and Executive Orders, and that the site meets the HQS site and neighborhood standards at 24 CFR 982.401(l).

SNRHA Policy

It is SNRHA goal to select sites for PBV housing that provide for deconcentrating poverty and expanding housing and economic opportunities. In complying with this goal the SNRHA will limit approval of sites for PBV housing in census tracts that have poverty concentrations of 20 percent or less.

However, SNRHA will grant exceptions to the 20 percent standard where the SNRHA determines that the PBV assistance will complement other local redevelopment activities designed to deconcentrate poverty and expand housing and economic opportunities in census tracts with poverty concentrations greater than 20 percent, such as sites in:

- A census tract in which the proposed PBV development will be located in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community;

- A census tract where the concentration of assisted units will be or has decreased as a result of public housing demolition and HOPE VI redevelopment;

- A census tract in which the proposed PBV development will be located is undergoing significant revitalization as a result of state, local, or federal dollars invested in the area;

- A census tract where new market rate units are being developed where such market rate units will positively impact the poverty rate in the area;

- A census tract where there has been an overall decline in the poverty rate within the past five years; or

- A census tract where there are meaningful opportunities for educational and economic advancement.

Under no circumstances will the SNRHA approve PBV assistance in a census tract with a concentration factor greater than 75 percent of the community-wide poverty rate or forty percent, whichever is lower.

Note: Covered Projects under the RAD program do not count against the maximum amount of assistance a PHA may utilize for the PBV program, which is 20 percent of the amount of budget authority allocated to a PHA under the Housing Choice Voucher program.

Existing and Rehabilitated Housing Site and Neighborhood Standards [24 CFR 983.57(d)]

SNRHA may not enter into an agreement to enter into a HAP contract nor enter into a HAP contract for existing or rehabilitated housing until it has determined that the site complies with the HUD required site and neighborhood standards. The site must:



- Be adequate in size, exposure, and contour to accommodate the number and type of units proposed;
- Have adequate utilities and streets available to service the site;
- Promote a greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons;
- Be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services equivalent to those found in neighborhoods consisting largely of unassisted similar units; and
- Be located so that travel time and cost via public transportation or private automobile from the neighborhood to places of employment is not excessive.

New Construction Site and Neighborhood Standards [24 CFR 983.57(e)]

In order to be selected for PBV assistance, a site for newly constructed housing must meet the following HUD required site and neighborhood standards:

- The site must be adequate in size, exposure, and contour to accommodate the number and type of units proposed;
- The site must have adequate utilities and streets available to service the site;
- The site must not be located in an area of minority concentration unless the SNRHA determines that sufficient, comparable opportunities exist for housing for minority families in the income range to be served by the proposed project outside areas of minority concentration or that the project is necessary to meet overriding housing needs that cannot be met in that housing market area;
- The site must not be located in a racially mixed area if the project will cause a significant increase in the proportion of minority to non-minority residents in the area.
- The site must promote a greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons;
- The neighborhood must not be one that is seriously detrimental to family life or in which substandard dwellings or other undesirable conditions predominate;
- The housing must be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services equivalent to those found in neighborhoods consisting largely of unassisted similar units; and
- Except for housing designed for elderly persons, the housing must be located so that travel time and cost via public transportation or private automobile from the neighborhood to places of employment is not excessive.

16-II.H. ENVIRONMENTAL REVIEW [24 CFR 983.58]

SNRHA activities under the PBV program are subject to HUD environmental regulations in 24 CFR parts 50 and 58. The *responsible entity* is responsible for performing the federal environmental review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et



seq.). SNRHA may not enter into an agreement to enter into a HAP contract nor enter into a HAP contract until it has complied with the environmental review requirements.

In the case of existing housing, the responsible entity that is responsible for the environmental review under 24 CFR part 58 must determine whether or not PBV assistance is categorically excluded from review under the National Environmental Policy Act and whether or not the assistance is subject to review under the laws and authorities listed in 24 CFR 58.5.

SNRHA may not enter into an agreement to enter into a HAP contract or a HAP contract with an owner, and SNRHA, the owner, and its contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct real property or commit or expend program or local funds for PBV activities under this part, until the environmental review is completed.

SNRHA must supply all available, relevant information necessary for the responsible entity to perform any required environmental review for any site. The SNRHA must require the owner to carry out mitigating measures required by the responsible entity (or HUD, if applicable) as a result of the environmental review.

PART III: DWELLING UNITS

16-III.A. OVERVIEW

This part identifies the special housing quality standards that apply to the PBV program, housing accessibility for persons with disabilities, and special procedures for conducting housing quality standards inspections.

16-III.B. HOUSING QUALITY STANDARDS [24 CFR 983.101]

The housing quality standards (HQS) for the tenant-based program, including those for special housing types, generally apply to the PBV program. HQS requirements for shared housing, manufactured home space rental, and the homeownership option do not apply because these housing types are not assisted under the PBV program.

The physical condition standards at 24 CFR 5.703 do not apply to the PBV program.

Lead-based Paint [24 CFR 983.101(c)]

The lead-based paint requirements for the tenant-based voucher program do not apply to the PBV program. Instead, The Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, H, and R, apply to the PBV program.

16-III.C. HOUSING ACCESSIBILITY FOR PERSONS WITH DISABILITIES

The housing must comply with program accessibility requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. The SNRHA must ensure that the percentage of accessible dwelling units complies with the requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by HUD's regulations at 24 CFR 8, subpart C.



Housing first occupied after March 13, 1991, must comply with design and construction requirements of the Fair Housing Amendments Act of 1988 and implementing regulations at 24 CFR 100.205, as applicable. (24 CFR 983.102)

16-III.D. INSPECTING UNITS

Pre-selection Inspection [24 CFR 983.103(a)]

SNRHA must examine the proposed site before the proposal selection date. If the units to be assisted already exist, SNRHA must inspect all the units before the proposal selection date, and must determine whether the units substantially comply with HQS. To qualify as existing housing, units must substantially comply with HQS on the proposal selection date. However, SNRHA may not execute the HAP contract until the units fully comply with HQS.

Pre-HAP Contract Inspections [24 CFR 983.103(b)]

The SNRHA must inspect each contract unit before execution of the HAP contract. The SNRHA may not enter into a HAP contract covering a unit until the unit fully complies with HQS.

Turnover Inspections [24 CFR 983.103(c)]

Before providing assistance to a new family in a contract unit, SNRHA must inspect the unit. SNRHA may not provide assistance on behalf of the family until the unit fully complies with HQS.

Project-Based Annual Inspections [24 CFR 983.103(d)]

At least annually during the term of the HAP contract, the SNRHA must inspect a random sample, consisting of at least 20 percent of the contract units in each building to determine if the contract units and the premises are maintained in accordance with HQS. Turnover inspections are not counted toward meeting this annual inspection requirement.

If more than 20 percent of the annual sample of inspected contract units in a building fails the initial inspection, the SNRHA must reinspect 100 percent of the contract units in the building.

Other Inspections [24 CFR 983.103(e)]

SNRHA must inspect contract units whenever needed to determine that the contract units comply with HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The SNRHA must take into account complaints and any other information coming to its attention in scheduling inspections.

SNRHA must conduct follow-up inspections needed to determine if the owner (or, if applicable, the family) has corrected an HQS violation, and must conduct inspections to determine the basis for exercise of contractual and other remedies for owner or family violation of HQS.

In conducting SNRHA supervisory quality control HQS inspections, the SNRHA should include a representative sample of both tenant-based and project-based units.

Inspecting SNRHA-owned Units [24 CFR 983.103(f)]

In the case of SNRHA-owned units, the inspections must be performed by an independent agency designated by SNRHA and approved by HUD. The independent entity must furnish a copy of each inspection report to SNRHA and to the HUD field office where the project is located. The SNRHA must take all necessary actions in response to inspection reports from the



independent agency, including exercise of contractual remedies for violation of the HAP contract by SNRHA-owner.

PART IV: REHABILITATED AND NEWLY CONSTRUCTED UNITS

16-IV.A. OVERVIEW [24 CFR 983.151]

There are specific requirements that apply to PBV assistance for newly constructed or rehabilitated housing that do not apply to PBV assistance in existing housing. This part describes the requirements unique to this type of assistance.

Housing selected for this type of assistance may not at a later date be selected for PBV assistance as existing housing.

16-IV.B. AGREEMENT TO ENTER INTO HAP CONTRACT

In order to offer PBV assistance in rehabilitated or newly constructed units, SNRHA must enter into an agreement to enter into HAP contract (Agreement) with the owner of the property. The Agreement must be in the form required by HUD [24 CFR 983.152(a)].

In the Agreement the owner agrees to develop the PBV contract units to comply with HQS, and SNRHA agrees that upon timely completion of such development in accordance with the terms of the Agreement, the SNRHA will enter into a HAP contract with the owner for the contract units [24 CFR 983.152(b)].

The PHA may not enter into an Agreement if commencement of construction or rehabilitation has commenced after proposal submission [24 CFR 983.152(c)]. Construction begins when excavation or site preparation (including clearing of the land) begins for the housing. Rehabilitation begins with the physical commencement of rehabilitation activity on the housing.

Content of the Agreement [24 CFR 983.152(c)]

At a minimum, the Agreement must describe the following features of the housing to be developed and assisted under the PBV program:

- Site and the location of the contract units;
- Number of contract units by area (size) and number of bedrooms and bathrooms;
- Services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent;
- Utilities available to the contract units, including a specification of utility services to be paid by the owner and utility services to be paid by the tenant;
- An indication of whether or not the design and construction requirements of the Fair Housing Act and section 504 of the Rehabilitation Act of 1973 apply to units under the Agreement. If applicable, any required work item resulting from these requirements must be included in the description of work to be performed under the Agreement;
- Estimated initial rents to owner for the contract units;
- Description of the work to be performed under the Agreement. For rehabilitated units, the description must include the rehabilitation work write up and, where determined necessary



by SNRHA, specifications and plans. For new construction units, the description must include the working drawings and specifications.

- Any additional requirements for quality, architecture, or design over and above HQS.

Execution of the Agreement [24 CFR 983.153]

The Agreement must be executed promptly after SNRHA notice of proposal selection to the selected owner. However, the SNRHA may not enter into the Agreement with the owner until the subsidy layering review is completed. Likewise, the SNRHA may not enter into the Agreement until the environmental review is completed and the SNRHA has received environmental approval. The PHA may not enter into the Agreement if construction or rehabilitation has started after proposal submission.

SNRHA Policy

SNRHA will enter into the Agreement with the owner within 10 business days of receiving both environmental approval and notice that subsidy layering requirements have been met, and before construction or rehabilitation work is started.

16-IV.C. CONDUCT OF DEVELOPMENT WORK

Labor Standards [24 CFR 983.154(b)]

If an Agreement covers the development of nine or more contract units (whether or not completed in stages), the owner and the owner's contractors and subcontractors must pay Davis-Bacon wages to laborers and mechanics employed in the development of housing. The HUD-prescribed form of the Agreement will include the labor standards clauses required by HUD, such as those involving Davis-Bacon wage rates.

The owner, contractors, and subcontractors must also comply with the Contract Work Hours and Safety Standards Act, Department of Labor regulations in 29 CFR part 5, and other applicable federal labor relations laws and regulations. The SNRHA must monitor compliance with labor standards.

Equal Opportunity [24 CFR 983.154(c)]

The owner must comply with Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations at 24 CFR part 135. The owner must also comply with federal equal employment opportunity requirements.

Owner Disclosure [24 CFR 983.154(d) and (e)]

The Agreement and HAP contract must include a certification by the owner that the owner and other project principals are not on the U.S. General Services Administration list of parties excluded from federal procurement and non-procurement programs.

The owner must also disclose any possible conflict of interest that would be a violation of the Agreement, the HAP contract, or HUD regulations.

16-IV.D. COMPLETION OF HOUSING

The Agreement must specify the deadlines for completion of the housing, and the owner must develop and complete the housing in accordance with these deadlines. The Agreement must also specify the deadline for submission by the owner of the required evidence of completion.



Evidence of Completion [24 CFR 983.155(b)]

At a minimum, the owner must submit the following evidence of completion to the SNRHA in the form and manner required by the SNRHA:

- Owner certification that the work has been completed in accordance with HQS and all requirements of the Agreement; and
- Owner certification that the owner has complied with labor standards and equal opportunity requirements in development of the housing.

At SNRHA's discretion, the Agreement may specify additional documentation that must be submitted by the owner as evidence of housing completion.

SNRHA Policy

SNRHA will determine the need for the owner to submit additional documentation as evidence of housing completion on a case-by-case basis depending on the nature of the PBV project. The SNRHA will specify any additional documentation requirements in the Agreement to enter into HAP contract.

SNRHA Acceptance of Completed Units [24 CFR 983.156]

Upon notice from the owner that the housing is completed, the SNRHA must inspect to determine if the housing has been completed in accordance with the Agreement, including compliance with HQS and any additional requirements imposed under the Agreement. The SNRHA must also determine if the owner has submitted all required evidence of completion.

If the work has not been completed in accordance with the Agreement, the SNRHA must not enter into the HAP contract.

If SNRHA determines the work has been completed in accordance with the Agreement and that the owner has submitted all required evidence of completion, the SNRHA must submit the HAP contract for execution by the owner and must then execute the HAP contract.

PART V: HOUSING ASSISTANCE PAYMENTS CONTRACT (HAP)

16-V.A. OVERVIEW

SNRHA must enter into a HAP contract with an owner for units that are receiving PBV assistance. The purpose of the HAP contract is to provide housing assistance payments for eligible families. Housing assistance is paid for contract units leased and occupied by eligible families during the HAP contract term. The HAP contract must be in the form required by HUD [24 CFR 983.202].

16-V.B. HAP CONTRACT REQUIREMENTS

Contract Information [24 CFR 983.203]

The HAP contract must specify the following information:

- The total number of contract units by number of bedrooms;
- The project's name, street address, city or county, state and zip code, block and lot number (if known), and any other information necessary to clearly identify the site and the building;



- The number of contract units in each building, the location of each contract unit, the area of each contract unit, and the number of bedrooms and bathrooms in each contract unit;
- Services, maintenance, and equipment to be supplied by the owner and included in the rent to owner;
- Utilities available to the contract units, including a specification of utility services to be paid by the owner (included in rent) and utility services to be paid by the tenant;
- Features provided to comply with program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8;
- The HAP contract term;
- The number of units in any project that will exceed the 25 percent per project cap, which will be set-aside for occupancy by qualifying families; and
- The initial rent to owner for the first 12 months of the HAP contract term.

Execution of the HAP Contract [24 CFR 983.204]

SNRHA may not enter into a HAP contract until each contract unit has been inspected and SNRHA has determined that the unit complies with the Housing Quality Standards (HQS). For existing housing, the HAP contract must be executed promptly after SNRHA selects the owner proposal and inspects the housing units. For newly constructed or rehabilitated housing the HAP contract must be executed after SNRHA has inspected the completed units and has determined that the units have been completed in accordance with the agreement to enter into HAP, and the owner furnishes all required evidence of completion.

SNRHA Policy

For existing housing, the HAP contract will be executed within 10 business days of SNRHA determining that all units pass HQS.

For rehabilitated or newly constructed housing, the HAP contract will be executed within 10 business days of SNRHA determining that the units have been completed in accordance with the agreement to enter into HAP, all units meet HQS, and the owner has submitted all required evidence of completion.

Term of HAP Contract [24 CFR 983.205, FR NOTICE 1/18/17, and PIH NOTICE 2017-21]

SNRHA may enter into a HAP contract with an owner for an initial term of no less than one year and no more than twenty years for HAP contracts entered into on or after June 30, 2008.

SNRHA Policy

The term of all PBV HAP contracts will be negotiated with the owner on a case-by-case basis.

Within one year before expiration of the HAP contract, SNRHA may extend the term of the contract for an additional term of up to twenty years if SNRHA determines an extension is appropriate to continue providing affordable housing for low-income families. The maximum term for all extensions is twenty years and is subject to the same limitations that an extension is appropriate to continue providing affordable housing for low-income families. All extensions



must be on the form and subject to the conditions prescribed by HUD at the time of the extension.

SNRHA Policy

When determining whether or not to extend an expiring PBV contract, SNRHA will consider several factors including, but not limited to:

The cost of extending the contract and the amount of available budget authority;

The condition of the contract units;

The owner's record of compliance with obligations under the HAP contract and lease(s);

Whether the location of the units continues to support the goals of deconcentrating poverty and expanding housing opportunities; and

Whether the funding could be used more appropriately for tenant-based assistance.

Termination by SNRHA [24 CFR 983.205(c)]

The HAP contract must provide that the term of SNRHA's contractual commitment is subject to the availability of sufficient appropriated funding as determined by HUD or by SNRHA in accordance with HUD instructions. For these purposes, sufficient funding means the availability of appropriations, and of funding under the ACC from such appropriations, to make full payment of housing assistance payments payable to the owner for any contract year in accordance with the terms of the HAP contract.

If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, SNRHA may terminate the HAP contract by notice to the owner. The termination must be implemented in accordance with HUD instructions.

Termination by Owner [24 CFR 983.205(d)]

If in accordance with program requirements the amount of rent to an owner for any contract unit is reduced below the amount of the rent to owner at the beginning of the HAP contract term, the owner may terminate the HAP contract by giving notice to SNRHA. In this case, families living in the contract units must be offered tenant-based assistance.

Remedies for HQS Violations [24 CFR 983.207(b)]

SNRHA may not make any HAP payment to the owner for a contract unit during any period in which the unit does not comply with HQS. If SNRHA determines that a contract does not comply with HQS, SNRHA may exercise any of its remedies under the HAP contract, for any or all of the contract units. Available remedies include termination of housing assistance payments, abatement or reduction of housing assistance payments, reduction of contract units, and termination of the HAP contract.

SNRHA Policy

SNRHA will abate and terminate PBV HAP contracts for non-compliance with HQS in accordance with the policies used in the tenant-based voucher program. These policies are contained in Section 8-II.G., Enforcing Owner Compliance.



16-V.C. AMENDMENTS TO THE HAP CONTRACT

Substitution of Contract Units [24 CFR 983.207(b)]

At SNRHA's discretion and subject to all PBV requirements, the HAP contract may be amended to substitute a different unit with the same number of bedrooms in the same project for a previously covered contract unit. Before any such substitution can take place, SNRHA must inspect the proposed unit and determine the reasonable rent for the unit.

Addition of Contract Units [24 CFR 983.207(b)]

At SNRHA's discretion and subject to the restrictions on the number of dwelling units that can receive PBV assistance per project and on the overall size of SNRHA's PBV program, a HAP contract may be amended during the three-year period following the execution date of the

HAP contract to add additional PBV units in the same project. This type of amendment is subject to all PBV program requirements except that a new PBV proposal is not required.

SNRHA Policy

SNRHA will consider adding contract units to the HAP contract when SNRHA determines that additional housing is needed to serve eligible low-income families. Circumstances may include, but are not limited to:

The local housing inventory is reduced due to a disaster (either due to loss of housing units, or an influx of displaced families); and

Voucher holders are having difficulty finding units that meet program requirements.

16-V.D. HAP CONTRACT YEAR, ANNIVERSARY, AND EXPIRATION DATES [24 CFR 983.206(c) and 983.302(e)]

The HAP contract year is the period of 12 calendar months preceding each annual anniversary of the HAP contract during the HAP contract term. The initial contract year is calculated from the first day of the first calendar month of the HAP contract term.

The annual anniversary of the HAP contract is the first day of the first calendar month after the end of the preceding contract year.

There is a single annual anniversary and expiration date for all units under a particular HAP contract, even in cases where contract units are placed under the HAP contract in stages (on different dates) or units are added by amendment. The anniversary and expiration dates for all units coincide with the dates for the contract units that were originally placed under contract.

16-V.E. OWNER RESPONSIBILITIES UNDER THE HAP [24 CFR 983.209]

When the owner executes the HAP contract the owner certifies that at such execution and at all times during the term of the HAP contract:

- All contract units are in good condition and the owner is maintaining the premises and contract units in accordance with HQS;
- The owner is providing all services, maintenance, equipment and utilities as agreed to under the HAP contract and the leases;



- Each contract unit for which the owner is receiving HAP, is leased to an eligible family referred by SNRHA, and the lease is in accordance with the HAP contract and HUD requirements;
- To the best of the owner's knowledge the family resides in the contract unit for which the owner is receiving HAP, and the unit is the family's only residence;
- The owner (including a principal or other interested party) is not the spouse, parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit;
- The amount of the HAP the owner is receiving is correct under the HAP contract;
- The rent for contract units does not exceed rents charged by the owner for comparable unassisted units;
- Except for HAP and tenant rent, the owner has not received and will not receive any other payment or consideration for rental of the contract unit; and
- The family does not own or have any interest in the contract unit.

16-V.F. ADDITIONAL HAP REQUIREMENTS

Housing Quality and Design Requirements [24 CFR 983.101(e) and 983.208(a)]

The owner is required to maintain and operate the contract units and premises in accordance with HQS, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance, equipment, and utilities specified in the HAP contract with SNRHA and in the lease with each assisted family. In addition, maintenance, replacement and redecoration must be in accordance with the standard practice for the building as established by the owner.

SNRHA may elect to establish additional requirements for quality, architecture, or design of PBV housing. Any such additional requirements must be specified in the Agreement to enter into a HAP contract and the HAP contract. These requirements must be in addition to, not in place of, compliance with HQS.

SNRHA Policy

SNRHA will identify the need for any special features on a case-by-case basis depending on the intended occupancy of the PBV project. The SNRHA will specify any special design standards or additional requirements in the invitation for PBV proposals, the agreement to enter into HAP contract, and the HAP contract.

Vacancy Payments [24 CFR 983.352(b)]

At the discretion of the SNRHA, the HAP contract may provide for vacancy payments to the owner for a SNRHA-determined period of vacancy extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month. The amount of the vacancy payment will be determined by the SNRHA and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant's security deposit).



SNRHA Policy

SNRHA will decide on a case-by-case basis if the SNRHA will provide vacancy payments to the owner. The HAP contract with the owner will contain any such agreement, including the amount of the vacancy payment and the period for which the owner will qualify for these payments. Vacancy payments shall only be made when SNRHA has not referred clients to management for a period of 30 calendar days.

PART VI: SELECTION OF PBV PROGRAM PARTICIPANTS

16-VI.A. OVERVIEW

Many of the provisions of the tenant-based voucher regulations [24 CFR 982] also apply to the PBV program. This includes requirements related to determining eligibility and selecting applicants from the waiting list. Even with these similarities, there are requirements that are unique to the PBV program. This part describes the requirements and policies related to eligibility and admission to the PBV program.

16-VI.B. ELIGIBILITY FOR PBV ASSISTANCE [24 CFR 983.251(a) and (b)]

SNRHA may select families for the PBV program from those who are participants in SNRHA's tenant-based voucher program and from those who have applied for admission to the voucher program. For voucher participants, eligibility was determined at original admission to the voucher program and does not need to be redetermined at the commencement of PBV assistance. For all others, eligibility for admission must be determined at the commencement of PBV assistance.

Applicants for PBV assistance must meet the same eligibility requirements as applicants for the tenant-based voucher program. Applicants must qualify as a family as defined by HUD and SNRHA, have income at or below HUD-specified income limits, and qualify on the basis of citizenship or the eligible immigration status of family members [24 CFR 982.201(a) and 24 CFR 983.2(a)]. In addition, an applicant family must provide social security information for family members [24 CFR 5.216 and 5.218] and consent to the SNRHA's collection and use of family information regarding income, expenses, and family composition [24 CFR 5.230]. An applicant family must also meet HUD requirements related to current or past criminal activity.

SNRHA Policy

SNRHA will determine an applicant family's eligibility for the PBV program in accordance with the policies in Chapter 3.

In-Place Families [24 CFR 983.251(b)]

An eligible family residing in a proposed PBV contract unit on the date the proposal is selected by SNRHA is considered an "in-place family." These families are afforded protection from displacement under the PBV rule. If a unit to be placed under contract (either an existing unit or a unit requiring rehabilitation) is occupied by an eligible family on the date the proposal is selected, the in-place family must be placed on the SNRHA's waiting list. Once the family's continued eligibility is determined (SNRHA may deny assistance to an in-place family for the grounds specified in 24 CFR 982.552 and 982.553), the family must be given an absolute



selection preference and SNRHA must refer these families to the project owner for an appropriately sized PBV unit in the project. Admission of eligible in-place families is not subject to income targeting requirements.

This regulatory protection from displacement does not apply to families that are not eligible to participate in the program on the proposal selection date.

16-VLC. ORGANIZATION OF THE WAITING LIST [24 CFR 983.251(c)]

SNRHA may establish a separate waiting list for PBV units or it may use the same waiting list for both tenant-based and PBV assistance. The SNRHA may also merge the PBV waiting list with a waiting list for other assisted housing programs offered by the SNRHA. If the SNRHA chooses to offer a separate waiting list for PBV assistance, the SNRHA must offer to place applicants who are listed on the tenant-based waiting list on the waiting list for PBV assistance.

If SNRHA decides to establish a separate PBV waiting list, the SNRHA may use a single waiting list for the SNRHA's whole PBV program, or it may establish separate waiting lists for PBV units in particular projects or buildings or for sets of such units.

SNRHA Policy

SNRHA will establish and manage separate waiting lists for individual projects or buildings that are receiving PBV assistance. SNRHA currently has waiting lists for the following PBV projects:

Juan Garcia

Coronado

SNRHA will also establish and manage separate waiting lists for the following Rental Assistance Demonstration (RAD) Program conversion to PBV assistance properties:

Biegger Estates (Rental Assistance Demonstration [RAD] Program)

Rose Gardens (Rental Assistance Demonstration [RAD] Program)

Espinoza Terrace (Rental Assistance Demonstration [RAD] Program)

Landsman (Rental Assistance Demonstration [RAD] Program)

Vera Johnson "B" (Rental Assistance Demonstration [RAD] Program)

Lubertha Johnson Estates (Rental Assistance Demons [RAD] Program)

Marion D. Bennett Sr. Plaza (Rental Assistance Demon [RAD] Program)

Archie Grant (Rental Assistance Demonstration [RAD] Program)

Patriot Place (Rental Assistance Demonstration [RAD] Program)

Allegiance (Rental Assistance Demonstration [RAD] Program)



16-VI.D. SELECTION FROM THE WAITING LIST [24 CFR 983.251(c)]

Applicants who will occupy units with PBV assistance must be selected from SNRHA’s waiting list. SNRHA may establish selection criteria or preferences for occupancy of particular PBV units. SNRHA may place families referred by the PBV owner on its PBV waiting list.

Income Targeting [24 CFR 983.251(c)(6)]

At least 75 percent of the families admitted to the SNRHA’s tenant-based and project-based voucher programs during SNRHA fiscal year from the waiting list must be extremely-low income families. The income targeting requirement applies to the total of admissions to both programs.

Units with Accessibility Features [24 CFR 983.251(c)(7)]

When selecting families to occupy PBV units that have special accessibility features for persons with disabilities, the SNRHA must first refer families who require such features to the owner.

Preferences [24 CFR 983.251(d)]

SNRHA may use the same selection preferences that are used for the tenant-based voucher program, establish selection criteria or preferences for the PBV program as a whole, or for occupancy of particular PBV developments or units. SNRHA must provide an absolute selection preference for eligible in-place families as described in Section 17-VI.B. above.

Although SNRHA is prohibited from granting preferences to persons with a specific disability, SNRHA may give preference to disabled families who need services offered at a particular project or site if the preference is limited to families (including individuals):

- With disabilities that significantly interfere with their ability to obtain and maintain themselves in housing;
- Who, without appropriate supportive services, will not be able to obtain or maintain themselves in housing; and
- For whom such services cannot be provided in a non-segregated setting.

In advertising such a project, the owner may advertise the project as offering services for a particular type of disability; however, the project must be open to all otherwise eligible disabled persons who may benefit from services provided in the project. In these projects, disabled residents may not be required to accept the particular services offered as a condition of occupancy.

If SNRHA has projects with more than 25 percent of the units receiving project-based assistance because those projects include “excepted units” (units specifically made available for elderly or disabled families, or families receiving supportive services), SNRHA must give preference to such families when referring families to these units [24 CFR 983.261(b)].

SNRHA Policy

SNRHA will provide a selection preference when required by the regulation (e.g., eligible in-place families, qualifying families for “excepted units,” mobility impaired persons for accessible units). SNRHA will not offer any additional preferences for the PBV program or for particular PBV projects or units.



16-VI.E. OFFER OF PBV ASSISTANCE

Refusal of Offer [24 CFR 983.251(e)(3)]

SNRHA is prohibited from taking any of the following actions against a family who has applied for, received, or refused an offer of PBV assistance:

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

Disapproval by Landlord [24 CFR 983.251(e)(2)]

If a PBV owner rejects a family for admission to the owner's units, such rejection may not affect the family's position on the tenant-based voucher waiting list.

Acceptance of Offer [24 CFR 983.252]

Family Briefing

When a family accepts an offer for PBV assistance, SNRHA must give the family an oral briefing. The briefing must include information on how the program works and the responsibilities of the family and owner. In addition to the oral briefing, SNRHA must provide a briefing packet that explains how the SNRHA determines the total tenant payment for a family, the family obligations under the program, and applicable fair housing information.

Persons with Disabilities

If an applicant family's head or spouse is disabled, SNRHA must assure effective communication, in accordance with 24 CFR 8.6, in conducting the oral briefing and in providing the written information packet. This may include making alternative formats available. In addition, SNRHA must have a mechanism for referring a family that includes a member with mobility impairment to an appropriate accessible PBV unit.

Persons with Limited English Proficiency

SNRHA should take reasonable steps to assure meaningful access by persons with limited English proficiency in accordance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166.

16-VI.F. OWNER SELECTION OF RESIDENTS

The owner is responsible for developing written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant's ability to fulfill their obligations under the lease. An owner must promptly notify in writing any rejected applicant of the grounds for any rejection [24 CFR 983.253(a)](2) and (a)(3).



Leasing [24 CFR 983.253(a)]

During the term of the HAP contract, the owner must lease contract units to eligible families that are selected and referred by the SNRHA from the SNRHA's waiting list. The contract unit leased to the family must be the appropriate size unit for the size of the family, based on the SNRHA's subsidy standards.

Filling Vacancies [24 CFR 983.254(a)]

The owner must promptly notify SNRHA of any vacancy or expected vacancy in a contract unit. After receiving such notice, SNRHA must make every reasonable effort to promptly refer a sufficient number of families for the owner to fill such vacancies. SNRHA and the owner must make reasonable efforts to minimize the likelihood and length of any vacancy.

SNRHA Policy

The owner must notify SNRHA in writing (mail, fax, or e-mail) within 5 business days of learning about any vacancy or expected vacancy.

SNRHA will make every reasonable effort to refer families to the owner within 10 business days of receiving such notice from the owner.

Reduction in HAP Contract Units Due to Vacancies [24 CFR 983.254(b)]

If any contract units have been vacant for 120 or more calendar days since owner notice of the vacancy, the SNRHA may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (according to the bedroom size) that have been vacant for this period.

SNRHA Policy

If any contract units have been vacant for 120 calendar days, the SNRHA will give notice to the owner that the HAP contract will be amended to reduce the number of contract units that have been vacant for this period. The SNRHA will provide the notice to the owner within 10 business days of the 120th day of the vacancy. The amendment to the HAP contract will be effective the first day of the month following the date of the SNRHA's notice.

16-VI.G. TENANT SCREENING [24 CFR 983.255]

SNRHA Responsibility

SNRHA is not responsible or liable to the owner or any other person for the family's behavior or suitability for tenancy. However, the SNRHA may opt to screen applicants for family behavior or suitability for tenancy and may deny applicants based on such screening.

SNRHA Policy

SNRHA will not conduct screening to determine a PBV applicant family's suitability for tenancy. SNRHA shall screen for program eligibility. The management must determine tenancy screening requirements.

SNRHA must provide the owner with an applicant family's current and prior address (as shown in SNRHA records) and the name and address (if known by the SNRHA) of the family's current landlord and any prior landlords.



In addition, SNRHA may offer the owner other information SNRHA may have about a family, including information about the tenancy history of family members or about drug trafficking and criminal activity by family members. SNRHA must provide applicant

families a description of SNRHA policy on providing information to owners, and SNRHA must give the same types of information to all owners.

SNRHA Policy

SNRHA will inform owners of their responsibility to screen prospective residents, and will provide owners with the required known name and address information, at the time of the turnover HQS inspection or before. SNRHA will not provide any additional information to the owner, such as tenancy history, criminal history, etc.

Owner Responsibility

The owner is responsible for screening and selection of the family to occupy the owner's unit. When screening families the owner may consider a family's background with respect to the following factors:

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

PART VII: OCCUPANCY

16-VII.A. OVERVIEW

After an applicant has been selected from the waiting list, determined eligible by SNRHA, referred to an owner and determined suitable by the owner, the family will sign the lease and occupancy of the unit will begin.

16-VII.B. LEASE [24 CFR 983.256

The tenant must have legal capacity to enter a lease under state and local law. *Legal capacity* means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

Form of Lease [24 CFR 983.256(b)]

The tenant and the owner must enter into a written lease agreement that is signed by both parties. If an owner uses a standard lease form for rental units to unassisted residents in the locality or premises, the same lease must be used for assisted residents, except that the lease must include a HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

If the owner does not use a standard lease form for rental to unassisted residents, the owner may use another form of lease, such as a SNRHA model lease. SNRHA may review the owner's lease form to determine if the lease complies with state and local law. If the SNRHA determines that the lease does not comply with state or local law, the SNRHA may decline to approve the tenancy.

SNRHA Policy



SNRHA will not review the owner's lease for compliance with state or local law.

Lease Requirements [24 CFR 983.256(c)]

The lease for a PBV unit must specify all of the following information:

- The names of the owner and the tenant;
- The unit rented (address, apartment number, if any, and any other information needed to identify the leased contract unit);
- The term of the lease (initial term and any provision for renewal);
- The amount of the tenant rent to owner, which is subject to change during the term of the lease in accordance with HUD requirements;
- A specification of the services, maintenance, equipment, and utilities that will be provide by the owner; and
- The amount of any charges for food, furniture, or supportive services.

Tenancy Addendum [24 CFR 983.256(d)]

The tenancy addendum in the lease must state:

- The program tenancy requirements;
- The composition of the household as approved by the SNRHA (the names of family members and any SNRHA-approved live-in aide);
- All provisions in the HUD-required tenancy addendum must be included in the lease. The terms of the tenancy addendum prevail over other provisions of the lease.

Initial Term and Lease Renewal [24 CFR 983.256(f) and 983.257(b)]

The initial lease term must be for at least one year. Upon expiration of the lease, an owner may renew the lease, refuse to renew the lease for "good cause," or refuse to renew the lease without good cause. If the owner refuses to renew the lease without good cause, the SNRHA must provide the family with a tenant-based voucher and remove the unit from the PBV HAP contract.

Changes in the Lease [24 CFR 983.256(e)]

If the tenant and owner agree to any change in the lease, the change must be in writing, and the owner must immediately give the SNRHA a copy of all changes.

The owner must notify the SNRHA in advance of any proposed change in the lease regarding the allocation of tenant and owner responsibilities for utilities. Such changes may only be made if approved by the SNRHA and in accordance with the terms of the lease relating to its amendment. The SNRHA must redetermine reasonable rent, in accordance with program requirements, based on any change in the allocation of the responsibility for utilities between the owner and the tenant. The redetermined reasonable rent will be used in calculation of the rent to owner from the effective date of the change.

Owner Termination of Tenancy [24 CFR 983.257]

With two exceptions, the owner of a PBV unit may terminate tenancy for the same reasons an owner may in the tenant-based voucher program (see Section 12-III.B. and 24 CFR 982.310). In the PBV program, terminating tenancy for "good cause" does not include doing so for a business



or economic reason, or a desire to use the unit for personal or family use or other non-residential purpose.

Non-Compliance with Supportive Services Requirement [24 CFR 983.257(c)]

If a family is living in a project-based unit that is excepted from the 25 percent per project cap on project-basing because of participation in a supportive services program (e.g., Family Self-Sufficiency), and the family fails to complete its supportive services requirement without good cause, such failure is grounds for lease termination by the owner.

Tenant Absence from the Unit [24 CFR 983.256(g) and 982.312(a)]

The owner may specify in the lease a maximum period of tenant absence from the unit that is shorter than the maximum period permitted by SNRHA policy. According to program requirements, the family's assistance must be terminated if they are absent from the unit for more than 180 consecutive calendar days.

Security Deposits [24 CFR 983.258]

The owner may collect a security deposit from the tenant. The SNRHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted residents.

SNRHA Policy

SNRHA will allow the owner to collect a security deposit amount the owner determines is appropriate.

When the tenant moves out of a contract unit, the owner, subject to state and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit, or other amounts owed by the tenant under the lease.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used to reimburse the owner, the owner must promptly refund the full amount of the balance to the tenant.

If the security deposit does not cover the amount owed by the tenant under the lease, the owner may seek to collect the balance from the tenant. The SNRHA has no liability or responsibility for payment of any amount owed by the family to the owner.

16-VII.C. MOVES

Overcrowded, Under-Occupied, and Accessible Units [24 CFR 983.259]

If SNRHA determines that a family is occupying a wrong size unit, based on the SNRHA's subsidy standards, or a unit with accessibility features that the family does not require, and the unit is needed by a family that does require the features, SNRHA must promptly notify the family and the owner of this determination, and the SNRHA must offer the family the opportunity to receive continued housing assistance in another unit.

SNRHA Policy



SNRHA will notify the family and the owner of the family's need to move based on the occupancy of a wrong-size or accessible unit within 10 business days of the SNRHA's determination. The SNRHA will offer the family the following types of continued assistance in the following order, based on the availability of assistance:

PBV assistance in the same building or project;

PBV assistance in another project; and

Tenant-based voucher assistance

If SNRHA offers the family a tenant-based voucher, the SNRHA must terminate the housing assistance payments for a wrong-sized or accessible unit at expiration of the term of the family's voucher (including any extension granted by the SNRHA).

If SNRHA offers the family another form of assistance that is not a tenant-based voucher, and the family does not accept the offer, does not move out of the PBV unit within a reasonable time as determined by the SNRHA, or both, the SNRHA must terminate the housing assistance payments for the unit at the expiration of a reasonable period as determined by the SNRHA.

SNRHA Policy

When SNRHA offers a family another form of assistance that is not a tenant-based voucher, the family will be given 30 days from the date of the offer to accept the offer and move out of the PBV unit. If the family does not move out within this 30-day time frame, the SNRHA will terminate the housing assistance payments at the expiration of this 30-day period.

SNRHA may make exceptions to this 30-day period if needed for reasons beyond the family's control such as death, serious illness, or other medical emergency of a family member.

Family Right to Move [24 CFR 983.260]

The family may terminate the lease at any time after the first year of occupancy. The family must give advance written notice to the owner in accordance with the lease and provide a copy of such notice to the SNRHA. If the family wishes to move with continued tenant-based assistance, the family must provide the manager with a 60 day intent to vacate notice and be in good standing under their current lease (meaning not under an eviction not owing a debt to the PBV development). A copy of the notice shall be forwarded to the SNHRA staff for placement on its tenant based PBV waitlist. The SNHRA will notify families and management when there is no funding available for tenant-based vouchers as well as when funding becomes available again. 60 day Intent to Vacate Notices shall not be accepted during a period of time when there has been written notice provided that there is not tenant-based funding available.

If the family terminates the lease in accordance with these requirements, SNRHA is required to offer the family the opportunity for continued tenant-based assistance, in the form of a voucher or other comparable tenant-based rental assistance. If voucher or other comparable tenant-based assistance is not immediately available upon termination of the family's lease in the PBV unit, SNRHA must give the family priority to receive the next available opportunity for continued tenant-based assistance, when funding is available.

If the family terminates the assisted lease before the end of the first year, the family relinquishes the opportunity for continued tenant-based assistance.



16-VII.D. CHOICE MOBILITY CAP/VOUCHER TURNOVER CAP [24 CFR 983.261]

SNRHA may not pay housing assistance under a PBV HAP contract for more than 25 percent of the number of dwelling units in a project unless the units are [24 CFR 983.56]:

- Specifically made available for elderly or disabled families; or
- Specifically made available for families receiving supportive services as defined by the SNRHA. At least one member must be receiving at least one qualifying supportive service.

If a family at the time of initial tenancy is receiving and while the resident of an excepted unit has received Family Self-Sufficiency (FSS) supportive services or any other service as defined as defined by SNRHA and successfully completes the FSS contract of participation or the supportive services requirement, the unit continues to count as an excepted unit for as long as the family resides in the unit.

A family (or remaining members of a family) residing in an excepted unit that no longer meets the criteria for a “qualifying family” in connection with the 25 percent per project cap exception (e.g., the family does not successfully complete supportive services requirements, or due to a change in family composition the family is no longer elderly or disabled), must vacate the unit within a reasonable period of time established by the SNRHA, and the SNRHA must cease paying housing assistance payments on behalf of the non-qualifying family.

If the family fails to vacate the unit within the established time, the unit must be removed from the HAP contract unless the project is partially assisted, and it is possible for the HAP contract to be amended to substitute a different unit in the building in accordance with program requirements; or the owner terminates the lease and evicts the family. The housing assistance payments for a family residing in an excepted unit that is not in compliance with its family obligations to comply with supportive services requirements must be terminated by the SNRHA.

SNRHA Policy

SNRHA will not provide PBV assistance for excepted units.

PART VIII: DETERMINING RENT TO OWNER

16-VIII.A. OVERVIEW

The amount of the initial rent to an owner of units receiving PBV assistance is established at the beginning of the HAP contract term. Although for rehabilitated or newly constructed housing, the agreement to enter into HAP Contract (Agreement) states the estimated amount of the initial rent to owner, the actual amount of the initial rent to owner is established at the beginning of the HAP contract term.

During the term of the HAP contract, the rent to owner is redetermined at the owner’s request in accordance with program requirements, and at such time that there is a five percent or greater decrease in the published FMR.

16-VIII.B. RENT LIMITS [24 CFR 983.301]

Except for certain tax credit units (discussed below), the rent to owner must not exceed the lowest of the following amounts:



- An amount determined by the SNRHA, not to exceed 110 percent of the applicable fair market rent (or any HUD-approved exception payment standard) for the unit bedroom size minus any utility allowance;
- The reasonable rent; or
- The rent requested by the owner.

Certain Tax Credit Units [24 CFR 983.301(c)]

For certain tax credit units, the rent limits are determined differently than for other PBV units. These different limits apply to contract units that meet all of the following criteria:

- The contract unit receives a low-income housing tax credit under the Internal Revenue Code of 1986;
- The contract unit is not located in a qualified census tract;
- There are comparable tax credit units of the same bedroom size as the contract unit in the same building, and the comparable tax credit units do not have any form of rental assistance other than the tax credit; and
- The tax credit rent exceeds a SNRHA-determined amount (not to exceed 110 percent of the fair market rent or any approved exception payment standard);

For contract units that meet all of these criteria, the rent to owner must not exceed the lowest of:

- 110 percent of the fair market rent or any approved exception payment standard minus the utility allowance for owner paid utilities;
- The reasonable rent; or
- The rent requested by the owner.

Definitions

A qualified census tract is any census tract (or equivalent geographic area defined by the Bureau of the Census) in which at least 50 percent of households have an income of less than 60 percent of Area Median Gross Income (AMGI), or where the poverty rate is at least 25 percent and where the census tract is designated as a qualified census tract by HUD.

Tax credit rent is the rent charged for comparable units of the same bedroom size in the building that also receive the low-income housing tax credit but do not have any additional rental assistance (e.g., tenant-based voucher assistance).

Use of FMRs, Exception Payment Standards, and Utility Allowances [24 CFR 983.301(f)]

When determining the initial rent to owner, SNRHA must use the most recently published FMR in effect and the utility allowance schedule in effect at execution of the HAP contract. When redetermining the rent to owner, SNRHA must use the most recently published FMR and the utility allowance schedule in effect at the time of redetermination. At its discretion, the SNRHA may for initial rent, use the amounts in effect at any time during the 30-day period immediately before the beginning date of the HAP contract, or for redeterminations of rent, the 30-day period immediately before the redetermination date.



Any HUD-approved exception payment standard amount under the tenant-based voucher program also applies to the project-based voucher program. HUD will not approve a different exception payment stand amount for use in the PBV program.

Likewise, SNRHA may not establish or apply different utility allowance amounts for the PBV program. The same utility allowance schedule applies to both the tenant-based and project-based voucher programs.

SNRHA Policy

Upon written request by the owner, the SNRHA will consider using the FMR or utility allowances in effect during the 30-day period before the start date of the HAP, or redetermination of rent. The owner must explain the need to use the previous FMRs or utility allowances and include documentation in support of the request. The SNRHA will review and make a decision based on the circumstances and merit of each request.

In addition to considering a written request from an owner, the SNRHA may decide to use the FMR or utility allowances in effect during the 30-day period before the start date of the HAP, or redetermination of rent, if the SNRHA determines it is necessary due to SNRHA budgetary constraints.

Redetermination of Rent [24 CFR 983.302]

SNRHA must redetermine the rent to owner upon the owner's request or when there is a five percent or greater decrease in the published FMR.

Rent Increase

If an owner wishes to request an increase in the rent to owner from the SNRHA, it must be requested at the annual anniversary of the HAP contract (see Section 17-V.D.). The request must be in writing and in the form and manner required by SNRHA. Rental increases must be submitted 60 calendar days prior to the anniversary date of the HAP contract for the participant.

SNRHA may only make rent increases in accordance with the rent limits described previously. There are no provisions in the PBV program for special adjustments (e.g., adjustments that reflect increases in the actual and necessary expenses of owning and maintaining the units which have resulted from substantial general increases in real property taxes, utility rates, or similar costs).

SNRHA Policy

An owner's request for a rent increase must be submitted to the SNRHA 60 calendar days prior to the anniversary date of the HAP contract, and must include the new rent amount the owner is proposing.

SNRHA may not approve and the owner may not receive any increase of rent to owner until and unless the owner has complied with requirements of the HAP contract, including compliance with HQS. The owner may not receive any retroactive increase of rent for any period of noncompliance.

Rent Decrease

If there is a decrease in the rent to owner, as established in accordance with program requirements such as a change in the FMR or exception payment standard, or reasonable rent



amount, the rent to owner must be decreased regardless of whether the owner requested a rent adjustment.

Notice of Rent Change

The rent to owner is redetermined by written notice by SNRHA to the owner specifying the amount of the redetermined rent. SNRHA notice of rent adjustment constitutes an amendment of the rent to owner specified in the HAP contract. The adjusted amount of rent to owner applies for the period of 12 calendar months from the annual anniversary of the HAP contract.

SNRHA Policy

SNRHA will provide the owner with at least 30 calendar days written notice of any change in the amount of rent to owner.

SNRHA-owned Units [24 CFR 983.301(g)]

For SNRHA-owned PBV units, the initial rent to owner and the annual redetermination of rent at the anniversary of the HAP contract are determined by the independent entity approved by HUD. SNRHA must use the rent to owner established by the independent entity.

16-VIII.C. REASONABLE RENT [24 CFR 983.303]

At the time the initial rent is established and all times during the term of the HAP contract, the rent to owner for a contract unit may not exceed the reasonable rent for the unit as determined by SNRHA, except where the PHA has elected within the HAP contract to not reduce rents below the initial rent under the initial HAP contract.

When Rent Reasonable Determinations are Required

SNRHA must re-determine the reasonable rent for a unit receiving PBV assistance whenever any of the following occur:

- There is a ten percent or greater decrease in the published FMR in effect 60 calendar days before the contract anniversary (for the unit sizes specified in the HAP contract) as compared with the FMR that was in effect one year before the contract anniversary date;
- SNRHA approves a change in the allocation of responsibility for utilities between the owner and the tenant;
- The HAP contract is amended to substitute a different contract unit in the same project; or
- There is any other change that may substantially affect the reasonable rent.

How to Determine Reasonable Rent

The reasonable rent of a unit receiving PBV assistance must be determined by comparison to rent for other comparable unassisted units. When making this determination, SNRHA must consider factors that affect market rent. Such factors include the location, quality, size, type and age of the unit, as well as the amenities, housing services maintenance, and utilities to be provided by the owner.

Comparability Analysis

For each unit, the comparability analysis must use at least three comparable units in the private unassisted market. This may include unassisted units in the premises or project that is receiving



project-based assistance. The analysis must show how the reasonable rent was determined, including major differences between the contract units and comparable unassisted units, and must be retained by SNRHA. The comparability analysis may be performed by SNRHA staff or by another qualified person or entity. Those who conduct these analyses or are involved in determining the housing assistance payment based on the analyses may not have any direct or indirect interest in the property.

SNRHA-owned Units

For SNRHA-owned units, the amount of the reasonable rent must be determined by an independent agency approved by HUD in accordance with PBV program requirements. The independent entity must provide a copy of the determination of reasonable rent for SNRHA-owned units to the SNRHA and to the HUD field office where the project is located.

Owner Certification of Reasonable Rent

By accepting each monthly housing assistance payment, the owner certifies that the rent to owner is not more than rent charged by the owner for other comparable unassisted units in the premises. At any time, SNRHA may require the owner to submit information on rents charged by the owner for other units in the premises or elsewhere.

16-VIII.D. EFFECT OF OTHER SUBSIDY AND RENT CONTROL

In addition to the rent limits discussed in Section 17-VIII.B above, other restrictions may limit the amount of rent to owner in a PBV unit. In addition, certain types of subsidized housing are not even eligible to receive PBV assistance (see Section 17-II.D).

Other Subsidy [24 CFR 983.304]

At its discretion, a SNRHA may reduce the initial rent to owner because of other governmental subsidies, including tax credit or tax exemption, grants, or other subsidized financing.

For units receiving assistance under the HOME program, rents may not exceed rent limits as required by that program.

For units in any of the following types of federally subsidized projects, the rent to owner may not exceed the subsidized rent (basic rent) as determined in accordance with requirements for the applicable federal program:

- An insured or non-insured Section 236 project;
- A formerly insured or non-insured Section 236 project that continues to receive Interest Reduction Payment following a decoupling action;
- A Section 221(d)(3) below market interest rate (BMIR) project;
- A Section 515 project of the Rural Housing Service;
- Any other type of federally subsidized project specified by HUD.

Combining Subsidy



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

Rent Control [24 CFR 983.305]

In addition to the rent limits set by PBV program regulations, the amount of rent to owner may also be subject to rent control or other limits under local, state, or federal law.

PART IX: PAYMENTS TO OWNER

16-IX.A. HOUSING ASSISTANCE PAYMENTS [24 CFR 983.351]

During the term of the HAP contract, SNRHA must make housing assistance payments to the owner in accordance with the terms of the HAP contract. During the term of the HAP contract, payments must be made for each month that a contract unit complies with HQS and is leased to and occupied by an eligible family. The housing assistance payment must be paid to the owner on or about the first day of the month for which payment is due, unless the owner and SNRHA agree on a later date.

Except for discretionary vacancy payments, the SNRHA may not make any housing assistance payment to the owner for any month after the month when the family moves out of the unit (even if household goods or property are left in the unit).

The amount of the housing assistance payment by the SNRHA is the rent to owner minus the tenant rent (total tenant payment minus the utility allowance).

In order to receive housing assistance payments, the owner must comply with all provisions of the HAP contract. Unless the owner complies with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.

16-IX.B. VACANCY PAYMENTS [24 CFR 983.352]

If an assisted family moves out of the unit, the owner may keep the housing assistance payment for the calendar month when the family moves out. However, the owner may not keep the payment if SNRHA determines that the vacancy is the owner's fault.

SNRHA Policy

If SNRHA determines that the owner is responsible for a vacancy and, as a result, is not entitled to keep the housing assistance payment, SNRHA will notify the landlord of the amount of housing assistance payment that the owner must repay. SNRHA will require the owner to repay the amount owed in accordance with the policies in Section 16-IV.B.

At the discretion of SNRHA, the HAP contract may provide for vacancy payments to the owner. SNRHA may only make vacancy payments if:

- The owner gives SNRHA prompt, written notice certifying that the family has vacated the unit and identifies the date when the family moved out (to the best of the owner's knowledge);
- The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;



- The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and
- The owner provides any additional information required and requested by the SNRHA to verify that the owner is entitled to the vacancy payment.

The owner must submit a request for vacancy payments in the form and manner required by SNRHA and must provide any information or substantiation required by SNRHA to determine the amount of any vacancy payment.

SNRHA Policy

If an owner's HAP contract calls for vacancy payments to be made, and the owner wishes to receive vacancy payments, the owner must have properly notified the SNRHA of the vacancy in accordance with the policy in Section 17-VI.F regarding filling vacancies.

In order for a vacancy payment request to be considered, it must be made within 10 business days of the end of the period for which the owner is requesting the vacancy payment. The request must include the required owner certifications and the SNRHA may require the owner to provide documentation to support the request. If the owner does not provide the information requested by the SNRHA within 10 business days of the SNRHA's request, no vacancy payments will be made.

16-IX.C. TENANT RENT TO OWNER [24 CFR 983.353]

The tenant rent is the portion of the rent to owner paid by the family. The amount of tenant rent is determined by SNRHA in accordance with HUD requirements. Any changes in the amount of tenant rent will be effective on the date stated in SNRHA notice to the family and owner.

The family is responsible for paying the tenant rent (total tenant payment minus the utility allowance). The amount of the tenant rent determined by SNRHA is the maximum amount the owner may charge the family for rental of a contract unit. The tenant rent covers all housing services, maintenance, equipment, and utilities to be provided by the owner. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by SNRHA. The owner must immediately return any excess payment to the tenant.

Tenant and SNRHA Responsibilities

The family is not responsible for the portion of rent to owner that is covered by the housing assistance payment and the owner may not terminate the tenancy of an assisted family for DF nonpayment by the SNRHA.

Likewise, SNRHA is responsible only for making the housing assistance payment to the owner in accordance with the HAP contract. SNRHA is not responsible for paying the tenant's portion of rent, or any other claim by the owner, including damage to the unit. SNRHA may not use housing assistance payments or other program funds (including administrative fee reserves) to pay any part of the tenant rent or other claim by the owner.

Utility Reimbursements [24cfr 982.514(B)]

If the amount of the utility allowance exceeds the total tenant payment, SNRHA must pay the amount of such excess to the tenant as a reimbursement for tenant-paid utilities, and the tenant rent to the owner must be zero.



SNRHA may pay the utility reimbursement directly to the family or to the utility supplier on behalf of the family. If the SNRHA chooses to pay the utility supplier directly, the SNRHA must notify the family of the amount paid to the utility supplier.

SNRHA Policy

The SNRHA will make utility reimbursements to the family.

According to HUD's Final Rule dated March 8, 2016, entitled "Streamlining Administrative Regulations for Public Housing/Housing Choice Voucher Final Rule," the PHA may elect to establish policies regarding frequency of utility reimbursement payments (URP) for payments made to the family,

1. The PHA will have the option of making URPs not less than each calendar-year quarter for reimbursements. In the event a family leaves the program in advance of its next quarterly reimbursement, the PHA would be required to reimburse the family for a prorated share of the applicable reimbursement. PHAs exercising this option must have a hardship policy in place for participants.
2. If the PHA elects to pay the utility supplier directly, the PHA must notify the family of the amount paid to the supplier.

At this time, SNRHA will continue issuing monthly checks for utility reimbursement.

16-IX.D. OTHER FEES AND CHARGES [24 CFR 983.354]

Meals and Supportive Services

With the exception of PBV assistance in assisted living developments, the owner may not require the tenant to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy.

In assisted living developments receiving PBV assistance, the owner may charge for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of the reasonable rent. However, non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.

Other Charges by Owner

The owner may not charge extra amounts for items customarily included in rent in the locality or provided at no additional cost to unsubsidized residents in the premises.

RENTAL ASSISTANCE DEMONSTRATION (RAD) PROGRAM:

SNRHA will administer a HUD, RAD (Rental Assistance Demonstration) program at multiple properties as approved by HUD.

At the time of the RAD award the residents are temporarily housed at other public housing and market units.

Residents of record of the designated SNRHA RAD properties at the time of award will have the right of return to the property once construction and rehabilitation are completed. Residents will be offered units in accordance with their family composition at the time of reentry.



Units not occupied by returning residents will be occupied in accordance with the Administrative Plan eligibility, admissions, and selection policies for the Project Based programs in Housing Choice Voucher (Section 8) program.

Existing residents are not subject to re-screening, income eligibility or income targeting provisions in order to return to the designated property.

Existing residents who have been temporarily transferred, whose accounts reflect a security deposit will have the security deposit transferred at RAD closing, except in the case of the deposit being applied for unpaid rent or tenant caused damage. Tenant is responsible for payment of any remaining security deposit due.

Resident monthly rent increases of greater than 10% or \$25 purely as a result of conversion will be phased in over 3 years or extended up to 5 years by the PHA. Increases will automatically be applied on the first day of the month of the effective date of recertification.

Renewal of Lease: Under current regulations at 24 CFR 982.257 (b)(c), upon lease expiration, SNRHA shall renew all leases unless cause exist.

Residents occupying the RAD, Project Based Conversion property may be eligible to receive a Section 8 voucher after 1 year of occupancy if regular tenant based vouchers are available and appropriate 60 day written notice is provided to management. Tenant and tenant's household must be in good standing and meet eligibility requirements for the PHA's, HCV (Section 8) program prior to being issued a voucher.

If the families are currently enrolled in PH Family Self-Sufficiency (FSS) after the RAD conversion, SNRHA shall enroll them in its HCV FSS program. Resident under RAD not enrolled in PH FSS at the time of conversion will not be eligible to participate in the program. Residents shall have the right to establish and operate a resident organization and be eligible for participation funding.

Resident Procedural Rights [PIH-2012-32 (HA), REV-2]:

The following items must be incorporated into both the Section 8 Administrative Plan and the Project Owner's lease, which includes the required tenancy addendum, as appropriate. Evidence of such incorporation may be requested by HUD for purposes of monitoring the program.

Termination Notification:

HUD is incorporating additional termination notification requirements to comply with section 6 of the Act for public housing projects that convert assistance under RAD. In addition to the regulations at 24 CFR 983.257 related to Project Owner termination of tenancy and eviction (which MTW agencies may not alter) the termination procedure for RAD conversions to PBV will require that PHAs provide adequate written notice of termination of the lease which shall not be less than:

- a. A reasonable period of time, but not to exceed 30 days:
 - i. If the health or safety of other tenants, PHA employees, or persons residing in the immediate vicinity of the premises is threatened; or
 - ii. In the event of any drug-related or violent criminal activity or any felony conviction;
- b. 14 days in the case of nonpayment of rent; and



- c. 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.

Grievance Process:

Pursuant to requirements in the RAD Statute, HUD is establishing additional procedural rights to comply with section 6 of the Act. For issues related to tenancy and termination of assistance, PBV program rules require the Project Owner to provide an opportunity for an informal hearing, as outlined in 24 CFR 982.555. RAD will specify alternative requirements for 24 CFR 982.555(b) in part, which outlines when informal hearings are not required, to require that:

- a. In addition to reasons that require an opportunity for an informal hearing given in 24 CFR 982.555 (a)(1)(i)-(vi), an opportunity for an informal hearing must be given to residents for any dispute that a resident may have with respect to a Project Owner action in accordance with the individual's lease or the contract administrator in accordance with RAD PBV requirements that adversely affect the resident's right, obligations, welfare, or status.
 - i. For any hearing required under 24 CFR 982.555(a)(1)(i)-(vi), the contract administrator will perform the hearing, as is the current standard in the program. The hearing officer must be selected in accordance with 24 CFR 982.555(4)(i).
 - ii. For any additional hearings required under RAD, the Project Owner will perform the hearing.
- b. There is no right to an informal hearing for class grievances or to disputes between residents not involving the Project Owner or contract administrator.
- c. The Project Owner gives residents notice of their ability to request an informal hearing as outlined in 24 CFR 982.555(c)(1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR 982.555(a)(1)(i)-(vi).
- d. The Project Owner provides opportunity for an informal hearing before an eviction.

Current PBV program rules require that hearing procedures must be outlined in the PHA's Section 8 Administrative Plan.

Earned Income Disregard (EID) [24 CFR 5.617]:

Residents who are employed and are currently receiving the EID exclusion at the time of conversion will continue to receive the EID exclusion after conversion, in accordance with regulations at 24CFR 960.255. After conversion, no other residents will be eligible to receive the EID. If a tenant receiving the EID exclusion undergoes a break in employment, ceases to use the EID exclusion, or the EID exclusion expires in accordance with 24 CFR 960.255, the tenant will no longer receive the EID exclusion and the owner will no longer be subject to the provisions of 24 CFR 960.255. Further, residents who's EID ceases or expires after conversion shall not be subject to the rent phase-in provision, as described in Section 1.7.B.3; instead, the rent will automatically be adjusted to the appropriate level based upon tenant income at that time.

With HUD's Final Rule dated March 8, 2016, entitled "Streamlining Administrative Regulations for Public Housing/Housing Choice Voucher Final Rule," the requirements changed that families maintain continual employment in order to obtain EID benefits over a straight 24-month period. The Final Rule removes this requirement for continuous employment and benefits now applies for a straight 24 month period, with a clear start and end date, irrespective of whether a family



maintains continual employment during the 24 month period. SNRHA shall not track start and stop time of employments but shall track start date, the 12-month date (on which the amount of the disregard may change from 100 % to not less than 50% of earned income) and the 24-month end date. For families enrolled prior to the effective date of this regulation (March 8, 2016) the previous requirement shall continue.

Low-Income Housing Tax Credits (LIHTCs):

PHA's are encouraged to use LIHTCs and, if eligible, historic preservation tax credits, to support recapitalization. If a RAD conversion project has utilized tax credits as part of its financial plan, there are additional income restrictions that apply to the property. Current residents still have the right to return to the property after conversion; however, if the household income exceeds the tax credit income limits, SNRHA will work with the family to explore potential alternate and desirable permanent relocation possibilities.



THE SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY'S (SNRHA) AFFIRMATIVELY FURTHERING FAIR MARKETING POLICY

It is the responsibility of SNRHA, and its contract management agents, to conduct all marketing activities in an open and clear manner, with all marketing information available in both English and any other language used by at least five (5) percent of the program eligible Limited English Proficiency (LEP) population of the locality which currently is Spanish, containing the Fair Housing logo, and in a manner that reaches those eligible families least likely to apply for housing and/or be aware of our Scattered-site and Housing Choice Voucher (HCV) homeownership options, Family Self-Sufficiency Program, Housing Counseling, Family Unification, and/or other Services.

1. **Marketing and informational materials will:**

- a. Comply with Fair Housing Act requirements on wording, logo, size of type, etc.
- b. Describe the housing units, application process, waiting list, and preference structure accurately and conduct and track outreach for its Family Self-Sufficiency and Housing Counseling Programs
- c. Use clear and easy to understand terms and more than strictly English-language and other-language print media
- d. Contact agencies that serve potentially qualified applicants least likely to apply (e.g. persons with disabilities or members of racial or ethnic minority groups) to ensure that accessible/adaptable units are offered to applicants who need these features and that all minorities are notified
- e. Make clear who is eligible: low income individuals and families, working and non-working people, and people with both physical and mental disabilities; and
- f. Be clear about SNRHA's responsibility to provide reasonable accommodations to people with disabilities
- g. Develop partnerships with non-profit organizations that provide services to those populations that are least likely to apply, including disabled clients for SNRHA programs and services
- h. Advertise through minority printed media and when feasible radio and television stations to promote programs and services
- i. Develop marketing tools such as brochures and posters that shall be distributed throughout our community as various social service offices and non-profit organizations to ensure information is available via multiple marketing outreach methods
- j. Schedule bi-lingual staff to speak at cultural events to promote SNRHA's programs and services
- k. Participate with the County of Clark in the development of its Affirmative Further Fair Housing Plan, which is part of its Consolidated Plan
- l. Ensure all participants and residents are aware of the Scattered-Site and Section 8 Housing Choice Voucher (HCV) homeownership option by ensuring notices in both



English and Spanish are available in all lobbies and adding a brief description for the programs to our initial and annual re-certification process.

2. **In order to identify and then market effectively to those eligible families least likely to apply, SNRHA or its contractor shall, every three years, perform the following actions to document the effectiveness of its marketing and outreach strategy:**
 - a. Prepare a property-by-property demographic breakdown that identifies the number and percentage of residents who are:
 - 1) Elderly families (Head, spouse or sole member age 62 or older)
 - 2) Disabled families (Head, spouse or sole member is a person with disabilities)
 - 3) White/Caucasian families
 - 4) Black/African American families
 - 5) Asian families
 - 6) Hawaiian/Pacific Islander families
 - 7) Native American/Alaska Native families
 - 8) Hispanic/Latino families
 - 9) Non-Hispanic/Non-Latino families
 - b. Prepare a breakdown of each site-based waiting list and any citywide waiting list that breaks down the number and percentage of applicants by the categories listed above
 - c. Using the most recent demographic information for the City, SNRHA shall determine the number and percentage of income eligible families, first all eligible families using the categories above, then subdividing the eligible families by income tier and the categories above as follows:
 - 1) Extremely low-income families (incomes less than 30 percent of area median income, adjusted for family size)
 - 2) Very low-income families (incomes between 31 and 50 percent of area median income adjusted for family size)
 - 3) Lower income families (incomes between 50 and 80 percent of area median income adjusted for family size).
 - d. Compare the data on property demographics and waiting list demographics to the citywide eligible family data to determine whether there are any categories of eligible families who are under-served (i.e., 10 percent or more difference) by age, disability, race, or ethnicity.
 - e. Using data on unit turnover, determine the number, size, type (accessible, adaptable and non-accessible/adaptable), and locations of apartments likely to become vacant in the next 12 months.
 - f. Review the applicable waiting lists against the likely availability projections from step (e) above, and determine whether any waiting lists that are presently closed will be re-opened.



- g. If there are any under-served categories of families including Limited English Proficiency (LEP persons), determine where those families are currently located, and design a marketing campaign to reach those families.
- h. The campaign should, at a minimum:
 - 1) be aimed at families for whom the waiting list is open
 - 2) be presented in the appropriate language
 - 3) use all appropriate media
 - 4) describe the housing opportunities including homeownership of scattered-site units to eligible families available at SNRHA simply but accurately
 - 5) contain both the Fair Housing Logo and Fair Housing language
 - 6) describe how an interested family can get additional information about the Authority's housing opportunities
 - 7) be coordinated with SNRHA's LEP Outreach Plan
 - 8) advertise widely within the community
 - 9) making efforts to ensure the building and communications that facilitate applications and services delivery are accessible to persons with disabilities
 - 10) provide fair housing counseling services or referrals to fair housing agencies
 - 11) inform participants of how to file a fair housing complaint, including the toll free number for housing discrimination
 - 12) recruit FSS coordinators and all other staff community
 - 13) recruit landlords and service providers in areas that expand housing choice to program participants
 - 14) Ensure record keeping includes race, ethnicity, familial status, and disability status of program participants.

These marketing activities shall be conducted at least annually and shall include direct marketing activities to the population who is Limited English Proficient. Advertisements shall be printed in Las Vegas major publications, one Spanish newspaper, and other minority newspapers within Las Vegas. Additionally, we shall distribute information via facsimile or email to over 40 government and non-profit organizations that work directly with low-income families including those who are LEP. Radio and Television appearance(s) shall be scheduled, to the extent possible, to also promote all housing programs including scattered-site homeownership and Housing Choice Voucher (HCV) Homeownership options to eligible participants. SNRHA shall maintain tracking records reflecting our efforts as it relates to affirmatively furthering fair housing opportunities.

Addendum:

SNRHA shall further ensure additional reasonable steps are taken to affirmatively further fair housing in regards to any Family Unification Vouchers awarded from HUD. These reasonable steps shall include:



1. Identifying and ensuring certifications of FUP eligible families and youth that may be placed on SNRHA's waiting list and ensuring that the family or youth maintaining their original position on the waiting list after certification.
2. Appropriately placing all FUP eligible families and youth referred from the PCWA on the HCA waiting list in order of first come; first serve
3. Informing applicants on how to file a fair housing complaint including the provision of the toll-free number for the Housing Discrimination Hotline 1-800-669-9777.



SNRHA Firearms Policy

This Policy is intended by SNRHA to promulgate reasonable rules and regulations which are fair, effective, and consistent with the law as interpreted by the U.S. Supreme Court in Heller and McDonald, the laws and court decisions of the State of Nevada, and any other applicable law.

I. General Policy

A. Definitions:

1. “Authority Property” means all Authority real property, housing units, Authority offices and other buildings, Common Areas, sidewalks, open spaces, easements and other appurtenances to Authority real property.
2. “Authority Representative” means members of the Authority’s Board of Commissioner, Authority officers, Authority management, independent contractors, and/or others working for or on behalf of the Authority (collectively, “Authority Representatives”).
3. “Common Area” means an area of Authority Property that is not under a resident’s exclusive control as provided under the resident’s lease. Some examples of Common Areas include open space, hallways, steps outside of a resident’s unit, sidewalks, grassy areas, playgrounds, laundry rooms, recreation rooms, computer labs, daycare and aftercare centers, schools, easements, and other appurtenances to Authority property, etc.
4. “Firearm” shall include, but not be limited to pistols, revolvers, semi-automatic handgun, other handguns, rifles, shotguns, and any other instrument capable of being held and fired by a single person, that propels a projectile by means of explosive charge of firearm powder or other explosive propellant, mechanical (spring) action, gas or compressed air, capable of killing or injuring another person or an animal.
5. “Occupant” means a person authorized by the Authority to reside in the Resident’s housing unit. Examples include family members and live-in aides.



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6. “Resident” means a lawful public housing resident of the Authority who is the head of household, the spouse, or the co-head of household, on the on the lease. It also includes tenants of other properties that are Rental Assistance Demonstration (RAD) properties or tenants of former public housing developments that have converted to Section 8 assistance.
7. “Sensitive Area” includes an area designated as such by the Authority in which the carrying, possession or use of firearms may be restricted or prohibited, including but not limited to: Authority offices, buildings, open spaces, laundry rooms, kitchens, restrooms, maintenance offices or buildings, parking areas, (except in the course of transporting it to and from a Resident’s unit or other action permitted under this policy and state and local law) community rooms or centers, or property reserved for a school, daycare, playground or other area used by minor children, and other areas under the exclusive control or occupancy of the Authority or its commissioners, directors, officers, and or employees, except as may be permitted for the transportation or possession of firearms by this policy or otherwise allowed under state and local law. Buildings, residences, Common Areas, and other Authority Property designated for elderly and/or disabled also are Sensitive Areas. Sensitive Areas shall be designated by appropriate signage at their common entrance point(s).

B. Right to Possess Firearms:

1. Residents and Other Authority-Authorized Occupants:
Lawful Public housing residents of the Authority (“Residents”) and other Authority-authorized occupants of federally assisted public housing have a right to lawfully possess legal Firearms within their unit for purposes of self-defense and any other purpose permitted by law. Residents may not possess Firearms within their units or elsewhere on Authority Property in a manner inconsistent with the terms of this Policy.
2. Authority Commissioners, Officers and Employees:
Authority Representatives have a right to lawfully possess legal Firearms for purposes of self-defense and any other purpose permitted by law. Authority Representatives may not possess Firearms within Authority offices, buildings, Common Areas, Sensitive Areas, or



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elsewhere on Authority Property in a manner inconsistent with, or prohibited by, applicable federal, state or local laws or inconsistent with the terms of this policy.

3. Excepted Firearms:

No person may lawfully possess in a housing unit or otherwise on Authority Property any fully automatic Firearm, machine Firearm, sawed off shotgun, assault weapon (as defined by specific state or federal statute), large capacity magazines unless allowed under state law, large capacity ammunition feeding devices, grenade launcher, rocket propelled grenade (RPG) launcher, or other firearm or ammunition prohibited by applicable state or federal law.

4. Excepted Person:

All persons prohibited from possession of a Firearm under federal law (18 USC 922), as it may be amended, may not possess a Firearms on Authority Property including but not limited to:

- a. A convicted felon with a history of violence whose civil right to possess a Firearms has not been restored by applicable law;
- b. A person who unlawfully uses, or is addicted to, any controlled substance (as defined in section 102 of the Controlled Substances Act, 21USC 802) or abuses alcohol, in a manner that poses a threat to the person or others;
- c. Aliens who are illegally or unlawfully in the United States or have been admitted to the US under a non-immigrant visa;
- d. A person who is subject to a domestic violence restraining or protective order;
- e. A person having a conviction for domestic assault;
- f. A fugitive from justice;
- g. A person who has been dishonorably discharged from the military;
- h. A person adjudged mentally defective or found of unsound mind in a court of competent jurisdiction; and
- i. A person who has renounced US citizenship.

Likewise, all persons prohibited from possession of a Firearm under state or local laws of the State of Nevada, as may be amended, may not possess a Firearm on Authority Property.



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Additionally, a person who the Authority determines, based upon objective evidence, constitutes a danger to his or herself or others shall not possess a Firearm on Authority Property. The Authority shall maintain and publish a list of said persons, and shall give notice to each person determined ineligible of their inability to possess a firearm on Authority Property.

C. Guests:

Except as otherwise authorized or restricted by federal, state, or local law, guests of a Resident may lawfully possess a Firearms on Authority Property only in the Resident's unit, while transporting Firearm to and from the unit, or otherwise in conformity with this Policy and all applicable federal and state laws.

Except as otherwise authorized or restricted by federal, state, or local law, guests of an Authority Representative may lawfully possess a Firearms on Authority Property only within the guest or Authority Representative's vehicle in an Authority parking lot or otherwise in conformity with this Policy and all applicable federal and state laws.

II. Rules and Regulations

A. Discharge:

No person shall discharge a Firearm on Authority Property except as authorized by federal, state, or local law.

B. Brandishing:

With the exception of inside of a Resident's housing unit, no person shall brandish, take out, or show in a threatening manner a Firearm on Authority Property, except for the purpose of self-defense or other purpose authorized by federal, state, or local law.

C. Common Areas:

Except as otherwise authorized or restricted by federal, state, or local law, no Resident or other person shall possess or carry a Firearm in any Common Area except to transport the Firearm to and from a Resident's unit.



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D. Sensitive Areas:

No person shall possess or carry a Firearm in a Sensitive Area. The Authority shall post signs indicating where Firearms are not permitted. However, the failure of the posting of a sign in an aforementioned sensitive area shall not render this Policy inapplicable as to that sensitive area.

E. Commercial Activity:

No person shall engage in the business of buying and/or selling Firearms or ammunition within any resident's unit or elsewhere on Authority Property.

F. Children and Minors:

All Firearms and ammunition permitted under the terms of this Policy shall be kept in a secure area out of the reach of children and minors. The use of trigger locks, Firearm safes, and other safety precautions that do not render the Firearm inoperable are strongly recommended.

G. Due Care:

Residents and guests shall at all times exercise reasonable care when handling Firearms, ensuring the safety of household members and others. No person shall threaten others, verbally or otherwise, with the use or potential use of a Firearm. Firearms shall not be used or displayed in any manner that threatens others, except in the course of self-defense.

H. Provision of Policy to Residents and Authority Representatives and Incorporation of Policy in PHA Documents:

The Authority shall include and/or incorporate the Policy in all Resident leases, House Rules, and Family Obligations. The Authority shall make a copy of this Policy available to every Resident and Authority Representative.

III. Inspection and Registration Requirements

A. Firearms Licenses or Permits:

All firearm licenses or permits required under federal, state, or local law for the possession of Firearm shall be presented to the Authority for inspection and registration with the Authority and for copying and placement in the Resident or Employee file *before* the Firearm is brought onto Authority Property. Such license or permit shall be provided to the Authority's Executive Director or Designee. Photo copies or facsimile will not be considered acceptable.



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In the case of a guest of a Resident or Authority Representative, or other person under their control, the Resident/Employee is responsible for ensuring that this requirement is met by their guest or other person under their control before the guest's Firearm is brought onto Authority Property. Failure of such person desiring to possess a Firearm on Authority Property to provide a current Firearm license or permit to the Authority, when such a license or permit is required by federal, state, or local law, shall mean that the person shall not be permitted to possess such firearm on Authority Property, unless and until a current Firearm license or permit is presented to the Authority for registration, inspection and copying. When a Firearm license or permit expires, it must be renewed before the Firearm will be permitted on Authority Property, including within a Resident's housing unit.

B. Concealed Carry and Open Carry:

In the event that state or local law permits the open and/or concealed carry of Firearms, Firearms shall not be concealed, openly carried, or otherwise brought into Sensitive Areas, including, but not limited to, Authority buildings and offices. The same registration, inspection and copying requirements set forth in A, above, shall apply to the concealed and/or open carrying of Firearms, should licenses or permits be required therefore under federal, state, or local law.

IV. Enforcement

A. Residents:

Material violations of this Policy, as determined by the Authority, shall be deemed a serious violation of a Resident's lease, enforceable by termination and/or eviction, at the Authority's sole discretion. Residents are responsible for the actions and conduct of their guests and others under their control with regard to such person's possession of firearms.

B. Other Persons:

Any person not a Resident (including but not limited to Resident guests or other under the Resident's control, and Authority Representatives) who violates this Policy shall be subject to the same procedure to bar or "Trespass" non-Residents from the Authority's premises.

C. Trespassing and Barring:

Persons who violate this Policy shall be subject to the Authority's policy to bar or "Trespass" the individual from the Authority's Property. Barred or trespassed



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persons shall not be permitted, at any time or for any purpose, on any Authority Property, wherever located, including within a Resident's housing unit. A barred or trespassed person who comes onto Authority Property is subject to arrest.

D. Reporting to Law Enforcement:

The Authority shall report all violations of federal, state, or local law relating to the use and possession of Firearms to the appropriate law enforcement or other agency.

V. Appeals

A. Residents:

A termination of benefits and/or eviction, or other adverse action undertaken by the Authority based upon a violation of this Policy, including the barring of persons from Authority Property due to violations of this Policy, shall be subject to the grievance procedures set forth in the Authority's current grievance policy. Only Residents/Participants have these grievance rights, not their guests or other under their control.

B. Employees:

A termination of employment, disciplinary action, or other action undertaken by the Authority, including the barring of persons from Authority Property due to violations of this Policy, based upon a violation of this Policy shall be subject to the grievance procedures set forth in the current CBA and/or Employee handbook. Only employees have these grievance rights, not their guests or others under their control.



SNRHA GRIEVANCE POLICY AND PROCEDURE



I. OVERVIEW

When SNRHA makes a decision that has a negative impact on a family, the family is often entitled to dispute the decision. For applicants, the dispute takes the form of an informal review; for participants, or for applicants denied admissions because of citizenship issues, the dispute takes the form of an informal hearing. For public housing and Rental Assistance Demonstration (RAD) residents the dispute can be a multi-step process involving an informal settlement meeting and if needed a formal hearing.

II. SNRHA GRIEVANCE PROCEDURE SUMMARY:

The Southern Nevada Regional Housing Authority (SNRHA) Grievance Policy and Procedure is available to all applicants, participants and residents of the following SNRHA Housing Program:

- Conventional Public Housing Program
- Section 8 Housing Choice Voucher Program
- Rental Assistance Demonstration (RAD) Program
- Project Based Voucher Program

The purpose of the SNRHA Grievance Procedure is to provide applicants, participants and residents an opportunity for a hearing and/or due process review of SNRHA decisions that adversely affect their housing assistance.

III. DEFINITIONS:

For the purpose of the SNRHA Grievance Policy and Procedure, the following definitions shall be applicable:

Adverse Action means a decision made by SNRHA to terminate or deny housing assistance to a family.

Applicant means a family who requests SNRHA housing assistance by submitting an application for housing to the following housing program(s) but is not yet a participant or resident:

- Conventional Public Housing
- Section 8 Housing Choice Voucher Program
- Rental Assistance Demonstration (RAD) Program
- Project Based Voucher Program

Asset Manager means the SNRHA employee who is responsible for the day to day operations of the public housing community that the Grievant resides in.

Business Days means days that SNRHA is open for business. This does not include weekends or holidays.

Calendar Days means consecutive days on the calendar including weekends and holidays.



SNRHA GRIEVANCE POLICY AND PROCEDURE



Conventional Public Housing Program means federally subsidized housing owned and managed by SNRHA.

Decision means a written determination of a Grievance prepared by the SNRHA Hearing Officer.

Denial means a refusal affecting a person's eligibility status.

Dispute means to question the validity or truth of an administrative action taken by SNRHA.

Family means the individual who is listed as the head of household on a SNRHA housing application and/or all persons listed as residents on a Public Housing Lease Agreement, or Section 8 Housing Choice Voucher Program participant.

Formal Hearing means an impartial review of a grievance and all related oral and documentary evidence, conducted by an impartial third party designated by SNRHA.

Grievance means a dispute submitted by a SNRHA applicant, participant or resident about a SNRHA decision that adversely affects the family's housing assistance or eligibility thereof.

Grievant means an applicant, public housing resident, Section 8 Housing Choice Voucher participant or Rental Assistance Demonstration tenant who submits the dispute referenced in the paragraph above.

Hearing means an impartial review of a grievance and all related oral and documentary evidence, conducted by an impartial third party designated by SNRHA.

HUD means the Department of Housing and Urban Development.

Informal Hearing means an informal process conducted by the Hearing Officer or designated person to review oral and documentary evidence pertinent to the facts and issues raised when a Section 8 Housing Choice Voucher participant disputes an adverse action which has been taken or is proposed to be taken by SNRHA.

Informal Review means a review of a grievance and all related oral and documentary evidence, of the decision that gave rise to the grievance, conducted by the SNRHA official, a designee, or Hearing Officer, in consultation with the grievant.

Informal Settlement means a written agreement between a SNRHA Asset Manager and a Public Housing Resident or a Property Manager and a Rental Assistance Demonstration (RAD) tenant that resolves a grievance without a formal hearing.

Involuntarily Displaced means having to move from a residence through no fault of your own.

Live-In Aide means a person who resides with a disabled household member, who's sole purpose is to provide 24 hour/7 day a week care for the disabled household member and who would not otherwise be living in the assisted unit. A Live-In Aide is not considered a member of the resident family even if the person is a relative of the family, and has no right to retain the assistance of the disabled household member.



SNRHA GRIEVANCE POLICY AND PROCEDURE



Participant means a family in the Section 8 Housing Choice Voucher Program that holds a valid voucher issued by SNRHA; or Currently occupies a unit assisted under the Section 8 Program; or Continues to occupy an assisted unit after the SNRHA suspends housing assistance payments due to landlord default, but does not have a transfer voucher; or Vacates an assisted unit before requesting a transfer voucher for reasons beyond their control; or Has made a timely request for a transfer voucher; or Has made a timely request for an informal Hearing.

Preponderance of Evidence means evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole, shows that the fact sought to be proven is more probable than not. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Resident means adult persons listed on a SNRHA public housing lease who live in a SNRHA public housing apartment or scattered site home; or Resides in the unit, and who is the remaining family member of the resident family. **This definition does not include those adults designated as Live-In Aides.**

Section 8 Housing Choice Voucher (HCV) Program means federally assisted housing program administered through the SNRHA and where landlords own the units in the private sector.

SNRHA means the Southern Nevada Regional Housing Authority.

Substandard Housing means a unit that is not livable according to HUD definition.

Tenant means adult persons listed on a lease who live in a SNRHA Rental Assistance Demonstration (RAD) housing unit; or Resides in the unit, and who is the remaining family member of the resident family. **This definition does not include those adults designated as Live-In Aides.**

Unit means a residential space for the private use of a family.

IV. GRIEVANCE PROCEDURES

A. INFORMAL REVIEWS

Informal Reviews are provided for program applicants. The Informal Review is intended to provide a “minimum hearing requirement” and need not be as elaborate as Informal or Formal Hearings. The Informal Review will be conducted by the Hearing Officer or designated person selected by SNRHA, depending on the program.

Decisions Subject to Informal Review

SNRHA must give an applicant the opportunity for an informal review of a decision denying assistance. Denial of assistance may include any of all of the following:

- Denying listing on a SNRHA waiting list
- Withdrawal from a SNRHA waiting list
- Denying a claim for a federal preference



SNRHA GRIEVANCE POLICY AND PROCEDURE



- Denial of assistance based on an unfavorable history that may be the result of domestic violence dating violence, sexual assault or stalking
- Denying or withdrawing a voucher
- Refusing to enter into a HAP contract or approve a lease
- Refusing to process or provide assistance under portability procedures

Informal Reviews are **not** required for the following reasons:

- Discretionary administrative determinations by SNRHA
- General Policy issues or class grievances
- A determination of the family unit size under the SNRHA occupancy or subsidy standards
- A determination not to grant approval of tenancy
- A determination that the unit is not in compliance with HQS or UPCS standards
- A determination that the unit is not in accordance with the HQS due to family size or composition.

1. Notification to the Applicant

SNRHA must give an applicant prompt notice of a decision denying assistance. The notification must be provided to the applicant in writing, detailing the following:

- a. The basis for the determination.
- b. The procedures to request an informal review of the determination. An informal review request form shall be included with the notification.

2. Informal Review Request Procedures

An applicant may request an informal review if they are determined ineligible for the following reasons:

- Undeliverable mail
 - Unsuitability as a tenant
 - Unfavorable criminal history report
 - Unfavorable management report
 - Non-responsive to SNRHA requests, notices or appointments
- a. The applicant must submit a written request for an informal review of the determination within ten (10) calendar days of the date of the notification. The request for the informal review shall be submitted to the department that issued the notice. In the case of waiting list ineligibility, the request would be submitted to:
SNRHA Admissions Department
5390 East Flamingo Road
Las Vegas, Nevada 89122
 - b. Upon receipt of the request, the Department Head or his/her designee shall review the request and the applicant's file to determine if the notification is in accordance with HUD regulations and SNRHA Policy.
 - If the Department Head or his/her designee determines that the notification of ineligibility was in error, the file will be reinstated and no informal review will be required.



SNRHA GRIEVANCE POLICY AND PROCEDURE



- If the Department Head or his/her designee determines that no errors have been made, a hearing packet will be forwarded to the hearing office for processing. The hearing packet must include the following:
 1. The notice of ineligibility
 2. The application for assistance
 3. Any documentary evidence to be presented at the informal review appointment.
 4. A cover sheet with the client name, client number, the program, a description of the determination.

3. The Informal Review Meeting Notification

Upon receipt of the hearing packet, the Hearing Officer shall review the packet and determine whether the determination of ineligibility and the request for an informal review has been made in accordance with SNRHA Policy.

- If the Hearing Officer determines that the determination of ineligibility was not in accordance with HUD regulations or SNRHA Policy, the Department will be notified that an error has been made with instructions to reinstate the applicant's file.
- If the Hearing Officer determines that the request for an informal review has not been made in accordance with SNRHA Policy, the Hearing Officer will send a notice of denial of the informal review request with an explanation of why the request has been denied.
- If the Hearing Officer determines that the notification of ineligibility and the request for an informal review comply with regulations and policies, an appointment for the informal review will be scheduled within ten (10) business days of receipt of the hearing packet.
- A written notice of the appointment will be mailed to the address the client indicated on the informal review request form or the last known address, if no address is provided. The appointment letter must include the following:
 - Client name
 - Client number
 - Appointment date and time
 - Appointment location
 - Grievant Rights and Responsibilities
- A copy of the appointment letter will be forwarded to the referring department.

4. Informal Review Meeting

The Hearing Officer shall conduct the Informal Review meeting. The applicant and/or his/her authorized representative shall be in attendance together with the SNRHA official responsible for making the ineligibility determination at issue or a department designee who has been apprised of the determination and the reasons for the determination. The meeting may be held in person at a location designated by the Hearing Officer or may be held telephonically or via a secure internet platform.



SNRHA GRIEVANCE POLICY AND PROCEDURE



5. Presentation of Evidence

During the Informal Review:

- The SNRHA official responsible for making the ineligibility determination or his/her designee shall be required to provide the regulatory and/or policy basis for the determination at issue together with any related documentary evidence,
- The applicant and/or his/her authorized representative shall be afforded the opportunity to present related documentary and/or oral evidence which discounts, disproves, disputes or otherwise mitigates the basis for the ineligibility determination.

6. The Informal Review Decision Notification

Within ten (10) business days of the date of the Informal Review Meeting, the Hearing Officer or his/her designee shall notify the applicant and/or his/her authorized representative, in writing, of the Informal Review Decision.

7. The Informal Review Decision

The person conducting the review is responsible for making the final decision as to whether assistance should be granted or denied. In rendering a decision, the Hearing Officer will evaluate whether or not the grounds for denial were stated factually in the notice, the validity of the grounds for the denial, the validity of the evidence and whether the facts prove the grounds for the denial. The Informal Review Decision shall be prepared by the Hearing Officer or his/her designee and shall clearly state the following:

- The date of the Informal Review Meeting
- The names of person in attendance
- The decision
- The applicable policy and/or regulatory provisions
- A statement that the Informal Review Decision is final and if the applicant believes that SNRHA practice/decision is discriminatory he/she has the right to submit a complaint to:

The United States Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity

One Sansome St.
San Francisco, CA 94104
(800) 424-8590
(800) 424-8529 (TDD)

If the family fails to appear for their informal review, the denial of admissions will stand and the family will be so notified. Failure to appear for in person Informal Review appointment within fifteen (15) minutes of the scheduled appointment time OR ten (10) minutes for telephonic/internet platform appointment will be considered **failure to appear**.

B. INFORMAL SETTLEMENT MEETING

Residents/Tenants of the Conventional Public Housing or Rental Assistance Demonstration (RAD) Programs who are notified of a decision that adversely affects the



SNRHA GRIEVANCE POLICY AND PROCEDURE



resident's rights, duties, welfare or status as a Resident/Tenant may submit a Grievance in writing to the Manager's office to determine whether the Grievance can be settled informally.

1- Informal Settlement Meeting

After receiving notice of the adverse action from the Management Office, the written grievance request must be personally presented to the management office with jurisdiction for the unit in which the grievant resides within ten (10) calendar days. Upon written receipt from a resident/tenant, the Manager shall schedule a meeting with the grievant to discuss the issues presented by the Notice of Adverse Action. The purpose of the meeting is to determine whether the Grievance can be resolved without a Formal hearing.

The Manager will review the request, schedule and conduct the meeting within ten (10) calendar days.

The grievant will be given written notice of the appointment. The appointment letter must include the following:

- Client name
- Client number
- Appointment date and time
- Appointment location
- Grievant rights and responsibilities

The meeting may be held in person at a location specified in the appointment letter or may be held telephonically or via a secure internet platform.

The Manager and resident/tenant will discuss the grievance informally; an attempt will be made to settle the grievance informally, by discussion, without a hearing.

If the grievant does not request a Grievance within ten (10) calendar days of the Notice of Adverse Action, the disposition of the action shall become final. Failure to request a hearing shall not constitute a waiver by the grievant of his/her right to contest the action in disposing of the grievance in an appropriate judicial proceeding.

The grievant may not skip the Informal Settlement Meeting in order to request a Formal Hearing.

2- Informal Settlement Meeting Summary

The Manager shall prepare a written summary of the meeting discussion setting forth the following:

- The date of the Settlement Meeting
- The nature of the grievance
- The persons in attendance
- The nature of the proposed disposition and the specific reasons therefore
- The Formal Hearing request procedures (including the request form)



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The written summary shall be prepared and provided to the Grievant within five (5) business days of the date of the meeting. A copy of the letter must be mailed to the grievant with proof of mailing via certificate of mail.

If the Grievant is not satisfied with the results of the Informal Settlement of Grievance meeting, the grievant may request a Formal Hearing, in writing, within ten (10) calendar days.

C. FORMAL HEARING

If no informal settlement agreement is reached during the informal settlement meeting, the Grievant has the right to request a Formal Hearing. A Formal Hearing is a formal process conducted by the Hearing Officer to review oral and documentary evidence pertinent to the facts and issues raised when a resident/tenant disputes an adverse action, which has been taken or is proposed to be taken by the SNRHA or the Manager.

1 - Hearing Request

The grievant may request a hearing by submitting a written hearing request to the Manager or SNRHA Central Office at SNRHA Hearing Office 340 N. 11th Street Las Vegas, NV 89101, within ten (10) calendar days of the date of the written Informal Settlement Meeting Summary.

If the grievant does not request a formal hearing within ten (10) calendar days of the Informal Settlement Summary, the disposition of the grievance shall become final. Failure to request a formal hearing shall not constitute a waiver by the grievant of his/her right to contest action in disposing of the grievance in an appropriate judicial proceeding.

The written hearing request must specify:

- The reason for the grievance
- The action or relief sought
- How the adverse action violates the resident/tenant's lease or other rule or regulation, as well as the resident/tenant's rights, duties, welfare or status.

Notwithstanding scheduling conflicts, the formal hearing shall be scheduled and conducted within ten (10) business days of the date the Hearing Officer receives the hearing request.

The grievant shall be given written notice of the appointment. The appointment letter must include the following:

- Client name
- Client number
- Appointment date and time
- Appointment location
- Grievant Rights and Responsibilities

The meeting may be held in person at a location designated by the Hearing Officer or may be held telephonically or via a secure internet platform.



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2 - Hearing Procedure

The Formal Hearing shall be conducted by an impartial, third-party, Hearing Officer, designated by SNRHA. The Formal Hearing shall be governed by the following due process considerations:

- A description of the issues and evidence presented
- Prior to the hearing, the grievant shall be afforded the opportunity to review all related documentary evidence maintained by management and allowed to copy any documents in their file at a cost of \$1.00 per page after the first twenty-five (25) pages. If a third party requests the documents, they must pay \$1.00 per page starting with the first page and have a written release of information signed by the resident/tenant. Requests for copies of documents must be submitted in writing and SNRHA will have four days to process the request. Documents must be picked up within three (3) days of the date they are completed and shall not be given out prior to payment. Payment must be by money order or cashier's check; or if from a legal representative, a check from the company shall be acceptable. Evidence not made available to the Grievant, upon request, may not be used by management at the time of the hearing.
- The grievant shall be afforded the right to be represented by counsel and/or to designate a representative.
- The grievant shall be afforded the right to confront and cross-examine all Management's witnesses on whose testimony or information management will rely and to present testimony and/or documentary evidence to support his/her position.
- ***A prior determination on the same issue involving the same grievant shall be binding on the grievant and management.***
- Failure to appear at the Formal Hearing, without prior notification and approval may result in dismissal of the Grievance. Failure to appear for in person Formal Hearing appointment within fifteen (15) minutes of the scheduled appointment time OR ten (10) minutes for telephonic/internet platform appointment will be considered ***failure to appear.***

3 Formal Hearing Decision

The Formal Hearing decision shall be based **solely** on the evidence and testimony presented during the hearing. No documents may be presented which have not been provided to the other party before the hearing if requested by the other party. "Documents" includes records and regulations.

The Hearing Officer may ask the family for additional information or documentation and/or might adjourn the hearing to reconvene at a later date, before reaching a decision, but must render a decision within ten (10) business days of the initial hearing regardless of the request for additional information.

Within ten (10) business days of the date of the hearing, the Hearing Officer shall prepare a written decision that sets forth the following:



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- ***Hearing Information***
 - The date, time and location of the hearing
 - The names of the parties and their representatives in attendance at the hearing
 - The name of the Hearing Officer
- ***Background***
 - A brief, impartial statement of the reason for the hearing
- ***Summary of the Evidence***
 - The hearing officer will summarize the testimony of each witness and identify any documents that a witness produced in support of his/her testimony and that are admitted into evidence.
- ***Finding of Facts***
 - The hearing officer will include all findings of fact, based on a preponderance of evidence.
- ***Conclusion***
 - The hearing officer will render a conclusion derived from the facts that were found to be true by a preponderance of evidence. This conclusion will result in a determination of whether these facts uphold the Proposed action.
- ***Order***
 - The hearing officers written decision letter will include a statement of whether the proposed action is upheld or overturned. If it is overturned, the hearing officer will instruct management to restore the grievant's program status.

The decision of the Hearing Officer is binding on management unless:

- The grievance does not concern SNRHA/management actions or failure to act, or that it did not concern a decision that adversely affected the Grievant's lease, rights, rules, duties, welfare or status; or
- A determination is made that the Hearing Officer's decision violates the requirements of the Annual contributions Contract between SNRHA and HUD; or
- For matters in which SNRHA is not required to provide an opportunity for a hearing; or
- Decisions that exceed the authority of the hearing officer; or
- Decisions that conflict with or contradict HUD regulations, requirements, or are otherwise contrary to Federal, State, or Local laws, requirements of the annual contribution contract between SNRHA and HUD.

The decision of the Hearing Officer or a member of the Board of Commissioners in favor of SNRHA or which denies the relief requested by the grievant shall not constitute a waiver of, nor affect in any manner, the Grievant's right to institute legal action against SNRHA in a court of



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competent jurisdiction regarding the subject matter of the Grievance.
The Grievant may utilize due process through the Court.

4 – Hearing Decisions Regarding Eviction

A decision of the Hearing Officer in favor of the grievant must specify which provision of the resident's lease, other rule, SNRHA policy, procedure, or regulation has been violated. The remedy granted by the Hearing Officer may not violate:

- Local, State or Federal law;
- Resident's lease;
- SNRHA rules of regulations;
- SNRHA Annual Contribution Contract with the Federal Government; or
- Federal regulations applicable to SNRHA

When the Hearing Officer affirms the SNRHA decision to terminate the Grievant's tenancy, SNRHA/management must follow applicable State law to implement the eviction including, but not limited to:

- Providing all requisite notices
- Abiding by all applicable judicial determinations, including those that overrule the Hearing Officer's Decision.

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 grievant.

D. EXPEDITED GRIEVANCE PROCEDURE

An expedited hearing may be requested and/or conducted to address a Grievance involving:

- Proposed Termination of tenancy due to criminal activity that threatens the health, safety or right to peaceful enjoyment of the housing community; or
- Proposed termination of tenancy due to drug-related criminal activity on or off the housing premises.

The expedited hearing procedure shall be listed on all Notices involving allegations of the foregoing criminal activity. The manager of the development in which the resident resides may elect to expedite a hearing due to the gravity of alleged activity. The manager in doing so, must contact the Hearing Officer within twenty-four (24) hours after service of the notice to request that the procedure be expedited.

- Upon notification by the manager, the Hearing Officer will schedule the Expedited Hearing to take place within three business days.
- The Hearing Officer will create an appointment letter, which the manager will hand deliver to the resident or post on the resident's door. The Hearing Officer will also send a copy by regular mail via the United States Postal Service.
- After completion of the Expedited Hearing, the Hearing Officer will render a decision within three (3) business days.
- A copy of the decision letter will be forwarded to the manager and the original will be mailed to the resident by regular mail via the United States Postal Service.



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- The manager may hand deliver a copy of the letter to the resident in order to expedite the notice to the resident.

E. INFORMAL HEARINGS FOR PARTICIPANTS

SNRHA must offer an Informal Hearing for certain SMNRHA determinations relating to the individual circumstances of a participant family. A participant is defined as a family that has been admitted to the HCV program and is currently assisted in the program. The purpose of the Informal Hearing is to consider whether SNRHA's determination related to the family's circumstances were in accordance with the law, HUD regulations and SNRHA policies.

SNRHA is not permitted to terminate a family's assistance until the time allowed for the family to request an Informal Hearing has elapsed and any requested hearing has been completed. SNRHA will provide a thirty (30) day notice or more prior to termination unless the family has been confirmed as a skip or a deceased person. This shall provide adequate time for the participant to request a hearing and a hearing to be scheduled. Deceased clients with no eligible remaining family member shall have the contract terminated the last day of the month in which the death occurred.

1- Informal Hearing Request

The grievant may request a hearing by submitting a written hearing request to the HCV Department at 380 N. Maryland Pkwy Las Vegas, NV 89101 or SRHA Central Office at SNRHA Hearing Office 340 N. 11th Street Las Vegas, NV 89101, within ten (10) calendar days of the date of notice of adverse action.

If the grievant does not request an informal hearing within ten (10) calendar days of the notice of adverse action, the notice of adverse action shall become final. Failure to request an informal hearing shall not constitute a waiver by the grievant of his/her right to contest action in disposing of the grievance in an appropriate judicial proceeding.

The written hearing request must specify:

- The reason for the grievance
- The action or relief sought
- How the adverse action violates the participant's rights, duties, welfare or status.

Notwithstanding scheduling conflicts, the informal hearing shall be scheduled and conducted within ten (10) business days of the date the Hearing Officer receives the hearing request.

The grievant shall be given written notice of the appointment. The appointment letter must include the following:

- Client name
- Client number
- Appointment date and time



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- Appointment location
- Grievant Rights and Responsibilities

The meeting may be held in person at a location designated by the Hearing Officer or may be held telephonically or via a secure internet platform.

2- Informal Hearing Procedure

The Informal Hearing shall be conducted by an impartial, third-party, Hearing Officer, designated by SNRHA. The Informal Hearing shall be governed by the following due process considerations:

- A description of the issues and evidence presented
- Prior to the hearing, the grievant shall be afforded the opportunity to review all related documentary evidence maintained by management and allowed to copy any documents in their file at a cost of \$1.00 per page after the first twenty-five (25) pages. If a third party requests the documents, they must pay \$1.00 per page starting with the first page and have a written release of information signed by the resident/tenant. Requests for copies of documents must be submitted in writing and SNRHA will have four days to process the request. Documents must be picked up within three (3) days of the date they are completed and shall not be given out prior to payment. Payment must be by money order or cashier's check; or if from a legal representative, a check from the company shall be acceptable. Evidence not made available to the Grievant, upon request, may not be used by management at the time of the hearing.
- The grievant shall be afforded the right to be represented by counsel and/or to designate a representative.
- The grievant shall be afforded the right to confront and cross-examine all SNRHA's witnesses on whose testimony or information SNRHA will rely and to present testimony and/or documentary evidence to support his/her position.
- ***A prior determination on the same issue involving the same grievant shall be binding on the grievant and SNRHA.***
- Failure to appear at the Informal Hearing, without prior notification and approval may result in dismissal of the Grievance. Failure to appear for in person Informal Hearing appointment within fifteen (15) minutes of the scheduled appointment time OR ten (10) minutes for telephonic/internet platform appointment will be considered ***failure to appear.***

3- Informal Hearing Decision

The Informal Hearing decision shall be based **solely** on the evidence and testimony presented during the hearing. No documents may be presented which have not been provided to the other party before the hearing if requested by the other party.

The Hearing Officer may ask the family for additional information or documentation



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and/or might adjourn the hearing to reconvene at a later date, before reaching a decision, but must render a decision within ten (10) business days of the initial hearing regardless of the request for additional information.

Within ten (10) business days of the date of the hearing, the Hearing Officer shall prepare a written decision that sets forth the following:

- ***Hearing Information***
 - The date, time and location of the hearing
 - The names of the parties and their representatives in attendance at the hearing
 - The name of the Hearing Officer
- ***Background***
 - A brief, impartial statement of the reason for the hearing
- ***Summary of the Evidence***
 - The hearing officer will summarize the testimony of each witness and identify any documents that a witness produced in support of his/her testimony and that are admitted into evidence.
- ***Finding of Facts***
 - The hearing officer will include all findings of fact, based on a preponderance of evidence.
- ***Conclusion***
 - The hearing officer will render a conclusion derived from the facts that were found to be true by a preponderance of evidence. This conclusion will result in a determination of whether these facts uphold the Proposed action.
- ***Order***
 - The hearing officers written decision letter will include a statement of whether the proposed action is upheld or overturned. If it is overturned, the hearing officer will instruct management to restore the grievant's program status.

The decision of the Hearing Officer is binding on SNRHA unless:

- The grievance does not concern SNRHA actions or failure to act, or that it did not concern a decision that adversely affected the Grievant's lease, rights, rules, duties, welfare or status; or
- A determination is made that the Hearing Officer's decision violates the requirements of the Annual contributions Contract between SNRHA and HUD; or
- For matters in which SNRHA is not required to provide an opportunity for a hearing; or



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- Decisions that exceed the authority of the hearing officer; or
- Decisions that conflict with or contradict HUD regulations, requirements, or are otherwise contrary to Federal, State, or Local laws, requirements of the annual contribution contract between SNRHA and HUD.

The decision of the Hearing Officer or a member of the Board of Commissioners in favor of SNRHA or which denies the relief requested by the grievant shall not constitute a waiver of, nor affect in any manner, the Grievant's right to institute legal action against SNRHA in a court of competent jurisdiction regarding the subject matter of the Grievance.

The Grievant may utilize due process through the Court.

F. HEARING AND APPEAL PROVISIONS FOR NON-CITIZENS

Denial or termination of assistance based on immigration status is subject to special hearing and notice rules. Applicants who are denied assistance due to immigration status are entitled to an Informal Hearing, **not** an Informal Review.

Assistance to a family may not be delayed, denied or terminated on the basis of immigration status at any time prior to a decision under the United States Citizenship and Immigration Services (USCIS) appeal process. Assistance to a family may not be terminated or denied while the SNRHA hearing is pending, but assistance to an applicant may be delayed pending completion of the informal hearing.

A decision against a family member, issued in accordance with the USCIS appeal process or the SNRHA informal hearing process, does not preclude the family from exercising the right, that may be otherwise available, to seek redress directly through judicial procedures.

The notice of denial or termination of assistance for noncitizens must advise the family:

- That assistance will be denied or terminated, and provide a brief explanation of the reasons for the proposed denial or termination.
- The family may be eligible for proration of assistance.
- In the case of an HCV participant, the criteria and procedures for obtaining relief under the provisions for preservation of families [24 CFR 5.514 and 5.518]
- That the family has the right to request an appeal to the USCIS of the results of the secondary verification of immigration status and to submit additional documentation or explanation in support of the appeal.
- That the family has a right to request an Informal Hearing with SNRHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal.
- For applicants, assistance may not be delayed until the conclusion of the USCIS appeal process, but assistance may be delayed during the period of the Informal Hearing process.

1- USCIS Appeal Process [24 CFR 5.514(e)]

When SNRHA receives notification that the USCIS secondary verification failed to confirm



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eligible immigration status, SNRHA must notify the family of the results of the USCIS verification within ten (10) calendar days.

The family will have thirty (30) calendar days from the date of the notification to request an appeal of the USCIS results.

The request for appeal must be made by the family in writing directly to the USCIS.

The family must provide SNRHA with a copy of the written request for appeal and the proof of mailing.

2- Informal Hearing Procedures for Applicants [24 CFR 5.514(f)]

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, the family may request SNRHA provide a hearing.

The request for a hearing must be made either within thirty (30) calendar days of the date of the SNRHA notice of denial, or within thirty (30) calendar days of the USCIS appeal decision.

3- Informal Hearing Officer

SNRHA must provide an informal hearing before an impartial individual, other than the person who made or approved the decision under review, and other than a person who is a subordinate of the person who made or approved the decision. SNRHA has a designated Hearing Officer who will conduct such hearings.

4- Evidence

The family must be provided the opportunity to examine and copy at the family's expense, and at a reasonable time in advance of the hearing, any documents in the possession of SNRHA pertaining to the family's eligibility status, or in the possession of the USCIS (as permitted by USCIS requirements), including any records and regulations that may be relevant to the hearing.

- The family shall be afforded the opportunity to review all related documentary evidence maintained by management and allowed to copy any documents in their file at a cost of \$1.00 per page after the first twenty-five (25) pages. If a third party requests the documents, they must pay \$1.00 per page starting with the first page and have a written release of information signed by the resident/tenant. Requests for copies of documents must be submitted in writing and SNRHA will have four days to process the request. Documents must be picked up within three (3) days of the date they are completed and shall not be given out prior to payment. Payment must be by money order or cashier's check; or if from a legal representative, a check from the company shall be acceptable.

The family must be provided the opportunity to present evidence and arguments in support of eligible status. Evidence may be considered without regard to admissibility under the rules of



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evidence applicable to judicial proceedings.

The family must also be provided the opportunity to refute evidence relied upon by SNRHA, and to confront and cross-examine all witnesses on whose testimony or information SNRHA relies.

5- Representation and Interpreter Services

Family is entitled to be represented by an attorney or other designee, at the family's expense, and to have such person make statements on the family's behalf.

The family is entitled to request an interpreter. Upon request, SNRHA will provide competent interpretation services, free of charge.

6- Recording of the Hearing

The family is entitled to have the hearing recorded by audiotape at their expense.

- HUD's Final Rules dated March 8, 2-16, entitled "Streamlining Administrative Regulations for Public Housing/Housing Choice Voucher Final Rule", states the hearing officer must maintain a log of all hearings. HUD shall provide the details of that log at a future date and SNRHA shall ensure compliance. HUD has also clarified that any party may obtain a copy of the hearing transcript *at their own expense*. Therefore, SNRHA shall ensure all hearings are recorded.

7- Hearing Decisions

SNRHA must provide the family with a written final decision, based solely on the facts presented at the hearing, within ten (10) business days of the date of the informal hearing. The decision must state the basis for the decision.

The Hearing Officer's decision will be binding on SNRHA unless SNRHA's Board of Commissioners determines that:

- The grievance does not concern PHA actions or failure to act in accordance with or involving the grievant's rights, duties, welfare or status; or
- The decision of the Hearing Officer is contrary to applicable Federal, State, Local laws, HUD regulations or requirements of the Annual Contribution contract between HUD and SNRHA.

A decision by the hearing officer or a member of the Board of Commissioners in favor of SNRHA or which denies the relief requested by the Grievant in whole or in part will not constitute a waiver of, nor affect in any manner, any rights the grievant may have to a judicial review in any judicial proceeding, which may thereafter be brought in this matter,

Per HUD's Final Rule, hearings may not be postponed more than five (5) business days and all parties must be advised.



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8- Informal Hearing Procedures for Residents [24 CFR 5.514(f)]

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, the family may request SNRHA provide a hearing. The request must be made wither within thirty (30) calendar days of the notice of termination, or within thirty (30) calendar days of the USCIS appeal decision.

For the Informal Hearing procedures that apply to resident families whose assistance is being terminated based on immigration status, see Sections E3 through E8 above.

9- Retention of Documents [24 CFR 5.514(h)]

SNRHA must retain the for a minimum of five (5) years the following documents that may have been submitted to SNRHA by the family, or provided to SNRHA as part of the USCIS appeal or the SNRHA Informal Hearing process:

- The application of assistance
- The form completed by the family for income reexamination
- Photocopies of any original documents including original USCIS documents
- The signed verification consent form
- The USCIS verification results
- The request for a USCIS appeal
- The final USCIS determination
- The request for an Informal Hearing
- The final Informal Hearing decision



Limited English Proficiency Plan

Executive Order 13166

Most individuals living in the United States read, write, speak and understand English. There are many individuals, however, for whom English is not their primary language. Language for Limited English Proficiency (LEP) persons can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by federally funded programs and activities.

The Southern Nevada Regional Housing Authority (SNHRA) is committed to ensuring the accessibility of its programs and activities to all eligible clients including those LEP persons. This policy is a guide for SNHRA staff to ensure responsible steps are taken to provide meaningful access to its programs and services to all eligible LEP persons.

SNHRA shall determine the need within its jurisdiction by assessing the balances of the four factors listed below:

- (1) The number or proportion of LEP persons eligible to be served or likely to be encountered by the program;
- (2) The frequency with which LEP persons come into contact with the program;
- (3) The nature and importance of the program, activity, or service provided by the program to people's lives; and
- (4) The resources available to the agency and costs.

The analysis shall provide SNHRA with a baseline to determine what reasonable steps shall be taken to ensure meaningful access for LEP persons. Additionally, staff shall ensure that written translations of vital documents for each eligible LEP language group that constitutes 5 percent or 1,000 persons, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. This determination will be maintained for future audits/or reviews and shall be updated at least bi-annually.

A. Vital LEP Documents

SNHRA has established the following documents in its Public Housing Program as vital documents and shall ensure these documents are available in both English and Spanish.

If need is established by documented data that demonstrates an additional 5 percent LEP groups, then this same list of vital documents shall be translated into that language.

SNHRA Vital LEP Documents shall include:

- (a) Pre-Applications (when pre-applications are taken over the phone, bi-lingual staff with designated lines shall be advertised).
- (b) Full Applications
- (c) Personal Declaration Form
- (d) HUD allowable deduction notice
- (e) FSS Contract of Participation
- (f) FSS Outreach Notices
- (g) Helpful Hints Brochure
- (h) Annual Acknowledge Form
- (i) Report Change Notice
- (j) Hearing Request Form
- (k) Fair Housing Notices
- (l) Notice advising clients of free language assistance
- (m) Notice advising clients of reasonable accommodations
- (n) Interim Reporting Form
- (o) Continued Occupancy Form
- (p) Zero Income Packet
- (q) All public notice signs in lobby
- (r) Portability Notice
- (s) Guide to Local Resources
- (t) Zero Income Certification Form
- (u) SNHRA's Authorization for Release of Information
- (v) HUD Form 9886

Additionally, SNHRA shall include a "tag" on most other documents to inform LEP persons that if they cannot read the letter, document, brochure or notice they may contact one of SNHRA's bi-lingual staff for free translation/interpretation services. This tag to English written documents shall be in Spanish or required other languages as needed.

B. Oral Language Services:

Interpretation is the act of listening to something in one language (source language) and orally translating it into another language (target language). SNHRA shall provide bi-lingual staff in all areas that have direct contact with clients. Additionally, these staff shall have specialized knowledge of the area of service or programs that the LEP person is applying for or participating in. Staff shall be trained to ensure they understand and adhere to their role as interpreters without deviating into a role as counselor, legal advisor, or other roles. To avoid undue burdens to LEP client due to delays in service, when interpretation is needed and is reasonable, it shall be provided in a timely manner. Staff shall have a current list of all bi-lingual staff and training on steps to assess additional contractual service providers.

SNHRA shall maintain a contract with a professional interpreting service provider to ensure all clients with LEP needs receive equal access to all programs and services. Staff shall be informed of this service and advised how to request said service and schedule appointments. This service shall be free to our clients. Client's appointment letters shall inform them to contact our agency prior to their appointment if they need an interpreter available to translate during their meeting.

SNHRA shall ensure its main telephone line have information translated in Spanish. This information shall inform clients of the free translation services available.

C. Outreach:

SNHRA shall conduct outreach in a method that is clearly inclusive of LEP persons identified through its annual analysis. Community partnerships have been developed to further assist in the enhancement of this Plan. All notices posted in printed media shall also be posted in our City's Spanish Newspapers and other minority publications. This plan will be coordinated with SNHRA's Affirmative Marketing Plan and shall include direct marketing strategies to promote homeownership options directly related to SNHRA's Scattered-Site Homeownership/ Section 8 and all other programs. Such outreach may include, but not be limited to, special briefings for LEP residents and participants to ensure they understand this program option as well as participating in community-wide homeownership events sponsored by agencies with direct contract with disabled and/or LEP persons. SNHRA shall provide telephone menus in the most common languages encountered on its main switchboards. Additionally, SNHRA shall include notices in local newspapers in languages other than English and provide notices in non-English language radio and television stations about the availability of language assistance services. Staff will make presentations through community organizations to target LEP persons.

D. Staff Training:

SNHRA shall ensure all staff receives a copy of its LEP Plan and training. This training shall address:

- (a) The types of services available to assist clients and how to access these services.
- (b) How to respond to LEP callers.
- (c) How to respond to written communications for LEP.
- (d) How to respond to a LEP person who has in-person contact with SNHRA staff.
- (e) How to ensure competency of interpreters and translation services.
- (f) How to remain in the role of an interpreter versus a counselor, adviser, etc.

This training shall be conducted for all new employees as part of their orientation and for all current employees to ensure full compliance.



E. Posting:

Signs in common areas and offices shall inform our public at the initial point of contact that SNHRA provides free translation services. These signs shall be in English and Spanish. Additional languages shall be added when outcomes of analysis demonstrated the need within our community.

Additionally, all other notices shall include a tag written in Spanish to inform clients that if they need a translation, how to reach the correct staff and/or request vital documents in Spanish.

F. Monitoring and Updating the LEP Plan:

SNHRA shall monitor the impact of its LEP Plan by seeking feedback from the community, and assessing potential LEP Plan modifications based on:

- a. Current LEP populations in service area or population encountered or affected;
- b. Frequency of encounters with LEP language group;
- c. Nature and importance of activities to LEP person;
- d. Availability of resources, including technological advances, additional resources, and costs imposed;
- e. Whether existing assistance is meeting the needs of LEP persons;
- f. Whether staff knows and understands the LEP plan and how to implement it;
- g. Whether identified sources for assistance are still available and viable.

The plan shall be updated as required to comply with Executive Order 13166.



PROGRAM INTEGRITY ADDENDUM

INTRODUCTION

The US Department of HUD conservatively estimates that 200 million dollars is paid annually to program participants who falsify or omit material facts in order to gain more rental subsidy than they are entitled to under the law. HUD further estimates that 12% of all HUD-assisted families are either totally ineligible, or are receiving benefits that exceed their legal entitlement. The SNRHA is committed to assure that the proper level of benefits is paid to all tenants, and that housing resources reach only income-eligible families so that program integrity can be maintained.

The SNRHA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This chapter outlines the SNRHA policies for the prevention, detection and investigation of program abuse and tenant fraud.

A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

Under no circumstances will we undertake an inquiry or an audit of a tenant family arbitrarily. The SNRHA's expectation is that tenant families will comply with HUD requirements, provisions of the lease, and other program rules. The SNRHA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, the SNRHA has a responsibility to HUD, to the community, and to eligible families in need of housing assistance, to monitor tenants' lease obligations for compliance and, when indicators of possible abuse come to the SNRHA's attention, to investigate such claims.

The SNRHA will initiate an investigation of a tenant family only in the event of one or more of the following circumstances:

Referrals, Complaints, or Tips. The SNRHA will follow up on referrals from other agencies, companies or persons which are received by mail, by telephone or in person, which allege that a tenant family is in non-compliance with, or otherwise violating the lease or the program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the tenant file.

Internal File Review. A follow-up will be made if SNRHA staff discovers (as a function of a [re]certification, an interim redetermination, or a quality control review), information or facts which conflict with previous file data, the SNRHA knowledge of the family, or is discrepant with statements made by the family.

Verification or Documentation. A follow-up will be made if the SNRHA receives independent verification or documentation which conflicts with representations in the tenant file (such as public record information or credit bureau reports, reports from other agencies).



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

The management and occupancy staff will utilize various methods and practices (listed below) to prevent program abuse, non-compliance, and willful violations of program rules by applicants and tenant families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by tenant families.

Things You Should Know. This program integrity bulletin (created by HUD's Inspector General) will be furnished and explained to all applicants to promote understanding of program rules, and to clarify the SNRHA expectations for cooperation and compliance.

Program Orientation Session. Mandatory orientation sessions will be conducted by the Site Manager for all prospective tenants either prior to or upon execution of the lease. At the conclusion of all Program Orientation Sessions, the family representative will be required to sign a "Program Briefing Certificate" to confirm that all rules and pertinent regulations were explained to them.

Resident Counseling. The SNRHA will routinely provide tenant counseling as a part of every recertification interview in order to clarify any confusion pertaining to program rules and requirements.

Review and explanation of Forms. Staff will explain all required forms and review the contents of all (re)certification documents prior to signature.

Use of Instructive Signs and Warnings. Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse

Tenant Certification. All family representatives will be required to sign a "Tenant Certification" form, as contained in HUD's Tenant Integrity Program Manual.

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

The SNRHA Staff will maintain a high level of awareness to indicators of possible abuse and fraud by assisted families.

Quality Control File Reviews. Prior to initial certification, and at the completion of all subsequent recertification, each tenant file will be reviewed. Such reviews shall include, but are not limited to:

Changes in reported Social Security Numbers or dates of birth.

Authenticity of file Documents.

Ratio between reported income and expenditures.

Review of signatures for consistency with previously signed file documents.



Observation. The SNRHA Management and Occupancy Staff (to include maintenance personnel) will maintain high awareness of circumstances which may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income.

Public Record Bulletins may be reviewed by Management and Staff.

State Wage Data Record Keepers. Inquiries to State Wage and Employment record keeping agencies as authorized under Public Law 100-628, the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made annually in order to detect unreported wages or unemployment compensation benefits

Credit Bureau Inquiries. Credit Bureau inquiries may be made (with proper authorization by the tenant) in the following circumstances:

At the time of final eligibility determination

When an allegation is received by the SNRHA wherein unreported income sources are disclosed.

When a tenant's expenditures exceed his /her reported income and no plausible explanation is given.

D. THE SNRHA HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD

The SNRHA staff will encourage all tenant families to report suspected abuse to the property manager or Operations Manager. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the tenant file. All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up. The property manager or Operations Manager will not follow up on allegations which are vague or otherwise non-specific. The will only review allegations which contain one or more independently verifiable facts.

File Review. An internal file review will be conducted to determine:

If the subject of the allegation is a tenant of the SNRHA and, if so, to determine whether or not the information reported has been previously disclosed by the family.

It will then be determined if the SNRHA is the most appropriate authority to do a follow- up (more so than police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.

Conclusion of Preliminary Review. If at the conclusion of the preliminary file review there is/are fact(s) contained in the allegation which conflict with file data, and the fact(s) are independently verifiable, the property manager will initiate an investigation to determine if the allegation is true or false.



E. HOW SNRHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD

If the SNRHA determines that an allegation or referral warrants follow-up, either the staff person who is responsible for the file or a person designated by the Executive Director to monitor the program compliance will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include, but are not limited to, the items listed below. In all cases, the SNRHA will secure the written authorization from the program participant for the release of information.

Credit Bureau Inquiries. In cases involving previously unreported income sources, a CBI inquiry may be made to determine if there is financial activity which conflicts with the reported income of the family.

Verification of Credit. In cases where the financial activity conflicts with file data, a Verification of Credit form may be mailed to the creditor in order to determine the unreported income source.

Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages which may have been previously undisclosed or misreported.

Neighbors/Witnesses. Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to the SNRHA review.

Other Agencies. Investigators, case workers or representatives of other benefit agencies may be contacted.

Public Records. If relevant, the SNRHA will review public records kept in any jurisdictional courthouse. Examples of public records which may be checked are: real estate, marriage, and divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records and postal records.

Interviews with Head of Household or Family Members. The SNRHA will discuss the allegation (or details thereof) with the Head of Household or family member by scheduling an appointment at the appropriate SNRHA office. A high standard of courtesy and professionalism will be maintained by the SNRHA Staff Person who conducts such interviews. Under no circumstances will inflammatory language, accusation, or any unprofessional conduct or language be tolerated by the management. If possible, an additional staff person will attend such interviews.

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

Documents and other evidence obtained by the SNRHA during the course of an investigation will be considered "work product" and will either be kept in the tenant file, or in a separate "work file." In either case, the tenant file or work file shall be kept in a locked file cabinet. Such cases under review will not be discussed among SNRHA Staff unless they are involved in the process, or have information which may assist in the investigation.



G. CONCLUSION OF THE SNRHA INVESTIGATIVE REVIEW

At the conclusion of the investigative review, the reviewer will report the findings to the Executive Director or designee. It will then be determined whether a violation has occurred, a violation has not occurred, or if the facts are inconclusive.

H. EVALUATION OF THE FINDINGS

If it is determined that a program violation has occurred, the SNRHA will review the facts to determine:

The type of violation (procedural, non-compliance, fraud) Whether the violation was intentional or unintentional What amount of money (if any) is owed by the tenant?

Is the family eligible for continued occupancy?

I. ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED

Once a program violation has been documented, the SNRHA will propose the most appropriate remedy based upon the type and severity of the violation.

Procedural Non-compliance

This category applies when the tenant "fails to" observe a procedure or requirement of the SNRHA, but does not misrepresent a material fact, and there is no retroactive rent owed by the family. Examples of non-compliance violations are:

Failure to appear at a pre-scheduled appointment.

Failure to return verification in time period specified by the SNRHA.

Warning Notice to the Family. In such cases a notice will be sent to the family which contains the following:

A description of the non-compliance and the procedure, policy or obligation which was violated.

The date by which the violation must be corrected, or the procedure complied with.

The action which will be taken by the SNRHA if the procedure or obligation is not complied with by the date specified by the SNRHA.

The consequences of repeated or similar violations.

Procedural Non-compliance - Retroactive Rent

When the tenant owes money to the SNRHA for failure to report changes in income or assets, SNRHA will issue a Notification of Underpaid Rent. This notice will contain the following:

A description of the violation and the date(s).



Any amounts owed to the SNRHA.

A 3 calendar day response period.

The right to disagree and to request an informal hearing with instructions for the request of such hearing.

Tenant Fails to Comply with SNRHA Notice. If the Tenant fails to comply with the SNRHA notice, and a material provision of the lease has been violated, the SNRHA will initiate termination of tenancy.

Tenant Complies with SNRHA Notice. When a tenant complies with the SNRHA notice, the staff person responsible will meet with him/her to discuss and explain the obligation or lease provision which was violated. The staff person will complete a Tenant Counseling Report, give one copy to the family and retain a copy in the tenant file.

Intentional Misrepresentations

When a tenant falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an underpayment of rent by the tenant, the SNRHA will evaluate whether or not:

the tenant had knowledge that his/her actions were wrong, and

the Tenant willfully violated the lease or the law.

Knowledge that the action or inaction was wrong. This will be evaluated by determining if the tenant was made aware of program requirements and prohibitions. The tenant's signature on various certifications, briefing certificate, Personal Declaration and *Things You Should Know* are adequate to establish knowledge of wrong-doing.

The tenant willfully violated the law. Any of the following circumstances will be considered adequate to demonstrate willful intent:

An admission by the tenant of the misrepresentation.

The act was done repeatedly.

A false name or social security number was used.

There were admissions to others of the illegal action or omission.

The tenant omitted material facts which were known to them (e.g., employment of self or other household member).

The tenant falsified, forged or altered documents.

The tenant uttered and certified to statements at a rent (re)determination which were later independently verified to be false.



The Tenant Conference for Serious Violations and Misrepresentations

When the SNRHA has established that material misrepresentation(s) have occurred, a tenant conference will be scheduled with the family representative and the SNRHA staff person who is most knowledgeable about the circumstances of the case.

This conference will take place prior to any proposed adverse action by the SNRHA. The purpose of such conference is to review the information and evidence obtained by the SNRHA with the tenant, and to provide the tenant an opportunity to explain any document findings which conflict with representations in the tenant file. Any documents or mitigating circumstances presented by the tenant will be taken into consideration by the SNRHA. The tenant will be given 3 calendar days to furnish any mitigating evidence.

A secondary purpose of the tenant conference is to assist the SNRHA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, the SNRHA will consider:

- The duration of the violation and number of false statements.
- The tenant's ability to understand the rules.
- The tenant's willingness to cooperate, and to accept responsibility for his/her actions
- The amount of money involved.
- The tenant's past history
- Whether or not criminal intent has been established.
- The number of false statements.

If the tenant provides evidence that the tenant's original submissions and information were correct, the record will be documented and the investigation will be closed.

Dispositions of Cases Involving Misrepresentations

In all cases of misrepresentations involving efforts to recover monies owed, the SNRHA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

Criminal Prosecution: If the SNRHA has established criminal intent, and the case meets the criteria for prosecution, the SNRHA may:

- Refer the case to the local State or District Attorney, notify HUD's RIGI, and terminate rental assistance.
- Refer the case to HUD's RIGI, and terminate rental assistance.

Administrative Remedies: The SNRHA may:



Terminate tenancy and demand payment of restitution in full.

Terminate tenancy and execute an administrative repayment agreement in accordance with the SNRHA repayment policy.

Terminate tenancy and pursue restitution through civil litigation.

Permit continued occupancy at the correct rent and execute an administrative repayment agreement in accordance with the SNRHA repayment policy.

In cases of tenant error, termination of tenancy will be pursued only if the tenant refuses to make the new monthly rent payments or if the tenant refuses to repay the overpaid subsidy either by paying the entire amount or by entering into a repayment agreement with the SNRHA.

Timing of Action(s) Taken by SNRHA

Before any adverse action is taken, the SNRHA will provide an opportunity for the tenant to review the facts of the case and supporting documentation, and to respond, consistent with the terms of the grievance procedures in this plan. Adverse action is defined as termination of tenancy, notice to vacate, implementation of increased tenant rent, filing of civil action, entering into a repayment agreement with the tenant.

Procedures to terminate tenancy will not begin until all applicable provisions of the grievance procedures (including timeframes) have been exhausted.

The Manager must correct tenant rent payments, execute a repayment agreement with the tenant, and if necessary, file a civil action to establish the agency's right to repayment upon issuance of the Hearing Officer's final decision, or if the tenant has waived his/her right



GLOSSARY

I. TERMS USED IN DETERMINING RENT ANNUAL INCOME (24 CFR 5.609)

Annual income is the anticipated total income from all sources. This includes net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member for the 12-month period following the effective date of initial determination or reexamination of income. It does not include income that is temporary, non-recurring, or sporadic as defined in this section, or income that is specifically excluded by other federal statute. Annual income includes:

The full amount before any payroll deductions, of wages and salaries, overtime pay, commissions fees, tips and bonuses, and other compensation for personal services.

The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business.

Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property.

When the family has net family assets in excess of \$5,000, Annual Income shall include the greater of the actual income derived from all net family assets, or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD.

The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts.

NOTE: *Treatment of lump sum payments for delayed or deferred periodic payment of social security or SSI benefits is dealt with later in this section.*

Payments in lieu of earnings, such as unemployment and disability compensation, workers' compensation, and severance pay.

All welfare assistance payments received by or on behalf of any family member. (24 CFR 913.106(b) (6) contains rules applicable to "as-paid" States).

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

All regular pay, special pay and allowances of a member of the Armed Forces (except special pay to a family member serving the Armed Forces who is exposed to hostile fire).



EXCLUSIONS FROM ANNUAL INCOME (24 CFR 5.609)

Annual income does not include the following:

Income from the employment of children (including foster children) under the age of 18 years;

Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone);

Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health, and accident insurance and workers' compensation) capital gains, and settlement for personal property losses;

Amounts received by the family that are specifically for, or in reimbursement of the cost of medical expenses for any family member.

Income of a live-in aide, provided the person meets the definition of a live-in aide.

The full amount of student financial assistance paid directly to the student or the educational institution.

The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

Amounts received under HUD funded training programs (e.g. Step-up program); excludes stipends, wages, transportation payments and child care vouchers for the duration of the training.

Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self Sufficiency (PASS).

Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out of pocket expenses incurred for items such as special equipment, clothing, transportation and childcare, to allow participation in a specific program.

Amount received as a Resident services stipend. A modest amount (not to exceed \$200 per month) received by a public housing resident for performing a service for the PHA, on a part-time basis that enhances the quality of life in public housing. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time.

Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of family members as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.



Temporary, non-recurring, or sporadic income (including gifts).

Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era. (For all initial determinations and reexaminations of income on or after April 23, 1993.)

Earnings in excess of \$480 for each full-time student 18 years old or older, (excluding the head of household and spouse).

Adoption assistance payments in excess of \$480 per adopted child.

The earnings and benefits to any resident resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988 (42 U.S.C. 1437 et seq.), or any comparable Federal, State or local law during the exclusion period. For purposes of this paragraph the following definitions apply:

Comparable Federal, State or local law means a program providing employment training and supportive services that: (1) is authorized by a Federal, State or local law; (2) is funded by the Federal, State or local government; (3) is operated or administered by a public agency; and (4) has as its objective to assist participants in acquiring job skills.

Exclusion period means the period during which the resident participates in a program as described in this section plus 18 months from the date the resident begins the first job acquired by the resident after completion of such program that is not funded by public housing assistance under the U.S. Housing Act of 1937. If the resident is terminated from employment without good cause, the exclusion period shall end.

Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.

Deferred periodic payments from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.

Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.

Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.

Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion.)

The following benefits are excluded by other Federal Statute as of August 3, 1933:

The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977;



Payments to volunteers under the Domestic Volunteer Service Act of 1973; examples of programs under this Act include but are not limited to:

The Retired Senior Volunteer Program (RSVP)

Foster Grandparent Program (FGP)

Senior Companion Program (SCP)

Older American Committee Service Program

National Volunteer Antipoverty Programs such as:

VISTA

Peace Corps

Service Learning Program

Special Volunteer Programs

Small Business Administration Programs such as:

National Volunteer Program to Assist Small Businesses

Service Corps of Retired Executives

Payments received under the Alaska Native Claims Settlement Act. [43 USC 1626 (a)]

Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes. [25 USC 459e]

Payments or allowances made under the Department of HHS' Low Income Home Energy Assistance Program. [42 USC 8624 (f)]

Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 USC 1552 (b))

Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540).

The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 USC. 1407-08), or from funds held in trust for an Indian Tribe by the Secretary of Interior.

Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs. [20 USC 1087 uu] Examples: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College-Work Study, and Byrd Scholarships.



Payments received under programs funded under Title V of the Older Americans Act of 1965 [42 USC 3056 (f)] Examples include Senior Community Services Employment Program, National Caucus Center on the Black Aged, National Urban League; Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.

Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In-Re Orange Product Liability litigation.

The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs of incurred in such care) under the Child Care and Development Block Grant Act of 1990. (42 USC 9858q)

Earned income tax credit refund payments received on or after January 1, 1991. (26 USC 32)(j).

Living allowances under AmeriCorps Program (Nelson Diaz Memo to George Latimer 11/15/94)

ADJUSTED INCOME

Annual income, less allowable HUD deductions.

Note: PHAs are permitted to adopt other adjustments to earned income for residents of Public Housing, but must absorb any resulting loss in rental income.

All Families are eligible for the following:

Child Care Expenses: A deduction of amounts anticipated to be paid by the family for the care of children less than 13 years of age for the period for which the Annual Income is computed. Child care expenses are only allowable when such care is necessary to enable a family member to be gainfully employed or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (1) The amount of income earned by the family member released to work, or (2) an amount determined to be reasonable by the PHA when the expense is incurred to permit education.

Dependent Deduction. An exemption of \$480 for each member of the family residing in the household (other than the head or spouse, live-in aide, foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, handicapped, or a full-time student.

Disability Expenses. A deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for handicapped family members where such expenses are necessary to permit a family member(s), including the handicapped/disabled member to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.

Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for visually handicapped, and equipment added to cars and vans to permit use by the handicapped or disabled family member.



For non-elderly families and elderly families without medical expense: The amount of the deduction equals the cost of all unreimbursed expenses for handicapped care and equipment less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.

For elderly families with medical expenses: The amount of the deduction equals the cost of all unreimbursed expenses for handicapped care and equipment less three percent of Annual Income, (provided the amount does not exceed earnings) plus medical expenses as defined below.

For Elderly and Disabled Families Only:

Medical Expenses: A deduction of unreimbursed medical expenses, including insurance premiums anticipated for the period for which Annual Income is computed. Medical expenses include, but are not limited to: services of physicians and other health care professionals, services of health care facilities; insurance premiums, including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by the PHA for the purpose of determining a deduction from the income, the expenses claimed must be verifiable.

For elderly families without handicapped expenses: The amount of the deduction shall equal total medical expenses less 3% of annual income.

For elderly families with both handicapped and medical expenses: The amount of handicapped assistance is calculated first, then medical expenses are added.

Elderly/Disabled Household Exemption: An exemption of \$400 per household.

II. GLOSSARY OF HOUSING TERMS

ACCESSIBLE DWELLING UNITS. When used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route, and when designed, constructed, or altered, can be approached, entered, and used by individuals with physical handicaps. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR 8.32 & 40, (the Uniform Federal Accessibility Standards) is "accessible" within the meaning of this paragraph.

ACCESSIBLE FACILITY. All or any portion of a facility other than an individual dwelling unit used by individuals with physical handicaps.

ACCESSIBLE ROUTE. For persons with a mobility impairment, a continuous, unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards (UFAC). For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility.



ADAPTABILITY. Ability to change certain elements in a dwelling unit to accommodate the needs of handicapped and non-handicapped persons; or ability to meet the needs of persons with different types and degrees of disability.

ADMISSION. Admission to the program is the effective date of the lease. The point at which a family becomes a resident.

ALLOCATION PLAN. The plan submitted by the PHA and approved by HUD under which the PHA is permitted to designate a building, or portion of a building, for occupancy by Elderly Families or Disabled Families.

ANNUAL INCOME AFTER ALLOWANCES. The Annual Income (described above) less the HUD-approved allowances.

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

"AS-PAID" STATES. States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

ASSETS. (See Net Family Assets.)

AUXILIARY AIDS. Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs and activities.

CEILING RENT. An amount that reflects the reasonable market value of the housing unit, but not less than the sum of the monthly per-unit operating costs and a deposit to a replacement reserve. The family pays the lower of the ceiling rent or the formula tenant rent.

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

DEPENDENT. A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a full-time student 18 years of age or older.

DESIGNATED FAMILY. The category of family for whom the PHA elects to designate a community (e.g. elderly family in a community designated for elderly families) in accordance with the 1992 housing Act. (24 CFR 945.105)

DISABILITY ASSISTANCE EXPENSE. Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and or auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

DISABLED PERSON. A person who is any of the following:

A person who has a disability as defined in section 223 of the Social Security Act. (42 USC 423).



A person who has a physical, mental, or emotional impairment that:

Is Expected to be of long-continued and indefinite duration;

Substantially impedes his or her ability to live independently; and

Is of such a nature that ability to live independently could be improved by more suitable housing conditions.

A person who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).

DISABLED FAMILY. A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together or one or more persons with disabilities living with one or more live-in aides.

DISPLACED FAMILY. A family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal Disaster relief laws.

DOMICILE. The legal residence of the household head or spouse as determined in accordance with State and local law.

DRUG-RELATED CRIMINAL ACTIVITY. Term means:

Drug-trafficking; or

Illegal use, or possession for personal use of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

DRUG TRAFFICKING. The illegal manufacture, sale, distribution or the possession with intent to manufacture, sell, or distribute a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

ELDERLY FAMILY. A family whose head or spouse or whose sole member is at least 62 years, or two or more persons who are at least 62 years of age or a disabled person. It may include two or more elderly, disabled persons living together or one or more such persons living with another person who is determined to be essential to his/her care and well-being.

ELDERLY PERSON. A person who is at least 62 years old.

ELIGIBLE FAMILY (Family). A family is defined by the PHA in the Admission and Continued Occupancy Plan.

EXCEPTIONAL MEDICAL OR OTHER EXPENSES. Prior to the regulation change in 1982, this meant medical and/or unusual expenses as defined in Part 889 which exceeded 25% of the Annual Income. It is no longer used.

EXCESS MEDICAL EXPENSES. Any medical expenses incurred by elderly families only in excess of 3% of Annual Income which are not reimbursable from any other source.



EXTREMELY LOW-INCOME FAMILY. A family whose income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

FAMILY. The applicant must qualify as a family as defined by the PHA.

FAMILY OF VETERAN OR SERVICEPERSON. A family is a "family of veteran or service person" when:

The veteran or serviceperson (a) is either the head of household or is related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death.

The veteran or serviceperson, unless deceased, is living with the family or is only temporarily absent unless s/he was (a) formerly the head of the household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the family contains one or more persons for whose support s/he is legally responsible and the spouse has not remarried; or (b) not the head of the household but is permanently hospitalized; provided, that s/he was a family member at the time of hospitalization and there remain in the family at least two related persons.

FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM). The program established by a PHA to promote self-sufficiency of assisted families, including the provision of supportive services.

FOSTER CHILD CARE PAYMENT. Payment to eligible households by state, local, or private agencies appointed by the State, to administer payments for the care of foster children.

FULL-TIME STUDENT. A person who is attending school or vocational training on a full-time basis.

HANDICAPPED ASSISTANCE EXPENSES. See Disability assistance expense.

HANDICAPPED PERSON. See Disabled person

HEAD OF HOUSEHOLD. The person who assumes legal and financial responsibility for the household and is listed on the application as head.

HOUSING AGENCY. A state, country, municipality or other governmental entity or public body authorized to administer the program. The term "HA" includes an Indian housing authority (IHA). ("PHA" and "HA" mean the same thing.)

HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. The Act in which the U.S. Housing Act of 1937 was recodified, and which added the Section 8 Programs.

HOUSING ASSISTANCE PLAN.

A Housing Assistance Plan submitted by a local government participating in the Community Development Block Program as part of the block grant application, in accordance with the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.



A Housing Assistance Plan meeting the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.

HOUSING QUALITY STANDARDS (HQS). The HUD minimum quality standards for housing assisted under the Section 8 programs.

HUD. The Department of Housing and Urban Development or its designee.

HUD REQUIREMENTS. HUD requirements for the Section 8 programs. HUD requirements are issued by HUD headquarters as regulations. Federal Register notices or other binding program directives.

HURRA. The Housing and Urban/Rural Recovery Act of 1983 legislation that resulted in most of the 1984 HUD Regulation changes to the definition of income, allowances, and rent calculations.

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

IMPUTED INCOME. HUD passbook rate times the total cash value of assets, when assets exceed \$5,000.

INCOME. Income from all sources of each member of the household as determined in accordance with criteria established by HUD.

INCOME FOR ELIGIBILITY. Annual Income.

INCOME TARGETING. The HUD admissions requirement that HAs not admit less than the number required by law of families whose income does not exceed 30% of the area median income in a fiscal year.

INDIAN. Any person recognized as an Indian or Alaska Native by an Indian Tribe, the federal government, or any State.

INDIAN HOUSING AUTHORITY (IHA). A housing agency established either:

By exercise of the power of self-government of an Indian Tribe, independent of State law, or

By operation of State law providing specifically for housing authorities for Indians.

INTEREST REDUCTION SUBSIDIES. The monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on Section 236 and 221 (d) (3) BMIR communities. Includes monthly interest reduction payments made to mortgagees of Section 236 communities and front-end loan discounts paid on BMIR communities.

INVOLUNTARILY DISPLACED PERSON. Former federal preference. Can be used as a local preference.

LANDLORD. Either the legal owner of the property, or the owner's representative or managing agent as designated by the owner.

LEASE. A written agreement between an owner and an eligible family for the leasing of a housing unit.

LIVE-IN AIDE. A person who resides with an elderly person or disabled person and who:

Is determined to be essential to the care and well-being of the person.



Is not obligated for the support of the person.

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

LOCAL PREFERENCE. A preference used by the PHA to select among applicant families without regard to their date and time of application.

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

MARKET RENT. The rent HUD authorizes the owner of FHA insured/subsidized multi-family housing to collect from families ineligible for assistance. For unsubsidized units in an FHA-insured multi-family community in which a portion of the total units receive community-based rental assistance, under the Rental Supplement or Section 202/Section 8 Programs, the Market Rate Rent is that rent approved by HUD and is the Contract Rent for a Section 8 Certificate holder. For BMIR units, Market Rent varies by whether the community is a rental or cooperative.

MEDICAL EXPENSES. Those total medical expenses anticipated during the period for which Annual Income is computed, and which is not covered by insurance. (Only Elderly Families qualify) The allowances are applied when medical expenses exceed 3% of Annual Income.

MINIMUM RENT. An amount established by the PHA between zero and \$50.00.

MINOR. A member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.

MONTHLY ADJUSTED INCOME. 1/12 of the Annual Income after Allowances.

MONTHLY INCOME. 1/12 of the Annual Income before allowances.

NEAR-ELDERLY FAMILY. A family whose head, spouse, or sole member is at least 50, but less than 62 years of age. The term includes two or more near-elderly persons living together and one or more such persons living with one or more live-in aides.

NET FAMILY ASSETS. The net cash value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.

OCCUPANCY STANDARDS. [Now referred to as Subsidy Standards] Standards established by a PHA to determine the appropriate number of bedrooms for families of different sizes and compositions.

PARTICIPANT. A family that has been admitted to the PHA program, and is currently assisted in the program.

PREMISES. The building or complex in which the dwelling unit is located including common areas and grounds.

PUBLIC ASSISTANCE. Welfare or other payments to families or individuals based on need, which are made under programs, funded, separately or jointly, by Federal, state, or local governments.



PUBLIC HOUSING AGENCY (PHA). A state, county, municipality, or other governmental entity or public body authorized to administer the programs. The term "PHA" includes an Indian housing authority (IHA). ("PHA" and "HA" mean the same thing.)

QUALITY HOUSING AND WORK RESPONSIBILITY ACT OF 1998. The Act which amended the U.S. Housing Act of 1937 and is known as the Public Housing Reform Bill. The Act is directed at revitalizing and improving HUD's Public Housing and Section 8 assistance programs.

RECERTIFICATION. Sometimes called reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if no interim changes are reported by the family.

REMAINING MEMBER OF TENANT FAMILY. Person left in assisted housing after other family members have left and become unassisted.

RESPONSIBLE ENTITY. For the public housing, Section 8 tenant-based assistance, community-based certificate assistance and moderate rehabilitation program, the responsible entity means the PHA administering the program under an ACC with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.

SECRETARY. The Secretary of Housing and Urban Development.

SECURITY DEPOSIT. A dollar amount which can be collected from the family by the owner upon termination of the lease and applied to unpaid rent, damages or other amounts owed to the owner under the lease according to State or local law.

SERVICEPERSON. A person in the active military or naval service (including the active reserve) of the United States.

SINGLE PERSON. A person living alone or intending to live alone who is not disabled, elderly, or displaced or the remaining member of a tenant family.

SPOUSE. The marriage partner of the head of the household.

SUBSIDIZED COMMUNITY. A multi-family housing community (with the exception of a community owned by a cooperative housing mortgage corporation or association) which receives the benefit of subsidy in the form of:

Below-market interest rates pursuant to Section 221(d)(3) and (5) or interest reduction payments pursuant to Section 236 of the National Housing Act; or

Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or

Direct loans pursuant to Section 202 of the Housing Act of 1959; or

Payments under the Section 23 Housing Assistance Payments Program pursuant to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974;



Payments under the Section 8 Housing Assistance Payments Program pursuant to Section 8 of the United States Housing Act after amendment by the Housing and Community Development Act unless the community is owned by a Public Housing Agency;

A Public Housing Community.

SUBSIDY STANDARDS. Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

TENANT. (Synonymous with resident) The person or persons who execute the lease as lessee of the dwelling unit.

TENANT RENT. The amount payable monthly by the family as rent to the PHA.

TOTAL TENANT PAYMENT (TTP). The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

UNIT/HOUSING UNIT. Residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained within the unit and generally ranges from zero bedrooms to six bedrooms.

UTILITIES. Utilities mean water, electricity, gas, other heating, and refrigeration, cooking fuels, trash collection and sewage services. Telephone service is not included as a utility.

UTILITY ALLOWANCE. The PHA's estimate of the average monthly utility bills for an energy-conscious household. If all utilities are included in the rent, there is no utility allowance. The utility allowance will vary by unit size and type of utilities.

UTILITY REIMBURSEMENT PAYMENT. The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

VERY LARGE LOWER-INCOME FAMILY. Prior to the change in the 1982 regulations this was described as a lower-income family which included eight or more minors. This term is no longer used.

VERY LOW INCOME FAMILY. A Low-Income Family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

VETERAN. A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released therefrom under conditions other than dishonorable.

VIOLENT CRIMINAL ACTIVITY. Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

WAITING LIST. A list of families organized according to HUD regulations and PHA policy who are waiting for subsidy to become available.

WELFARE ASSISTANCE. Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, state, or local governments.



III. GLOSSARY OF TERMS USED IN THE NONCITIZENS RULE

CHILD. A member of the family other than the family head or spouse who is under 18 years of age.

CITIZEN. A citizen or national of the United States.

EVIDENCE. Evidence of citizenship or eligible immigration status means the documents which must be submitted to evidence citizenship or eligible immigration status.

HA. A housing authority- either a public housing agency or an Indian housing authority or both.

HEAD OF HOUSEHOLD. The adult member of the family who is the head of the household for purpose of determining income eligibility and rent.

HUD. Department of Housing and Urban Development.

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

MIXED FAMILY. A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

NATIONAL. A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

NONCITIZEN. A person who is neither a citizen nor nation of the United States.

PHA. A housing authority that operates Public Housing.

RESPONSIBLE ENTITY. The person or entity responsible for administering the restrictions on providing assistance to noncitizens with ineligible immigration status (the PHA).

SECTION 214. Section 214 restricts HUD from making financial assistance available for noncitizens unless they meet one of the categories of eligible immigration status specified in Section 214.

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



Policy on Civil Rights and Disability Rights

A. Nondiscrimination: The Fair Housing and Civil Rights Acts require that

1. The Southern Nevada Regional Housing Authority (SNRHA) shall not, on account of race, color, national origin, sex, sexual orientation, marital status, religion, familial status, age, perceived sexual orientation, gender identify or marital status or disability:
 - a. Deny anyone the opportunity to apply for housing (when the waiting list is open), nor deny to any qualified applicant the opportunity to lease housing suitable to its needs
 - b. Provide anyone housing that is different (of lower quality) from that provided others¹
 - c. Subject anyone to segregation or disparate treatment
 - d. Restrict anyone's access to any benefit enjoyed by others in connection with the housing program
 - e. Treat anyone differently in determining eligibility or other requirements for admission
 - f. Deny anyone access to the same level of services² or
 - g. Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.
 - h. SNRHA shall not have any policies or procedures that support unlawful housing discrimination, which "may be established by a practice's discriminatory effect, even if not motivated by discriminatory intent."
 - i. SNRHA shall not have any practice that has a discriminatory effect where it actually or predictably results in a disparate impact on a group of persons or creates increases, reinforces, or perpetuates segregated housing patterns because of race, color, religion, sex, handicap, familial status, or nation origin.
 - j. SNRHA will explicitly prohibit "land use rules", ordinances, policies, or procedures that restrict or deny housing opportunities or otherwise make unavailable or deny dwellings to persons because of race, color, religion, sex, handicap, familial status, or national origin.
 - k. SNRHA shall prohibit the practice of providing to persons in residential real estate-related transactions information that is "inaccurate or different from that provided other, because of race, color, sex, handicap, familial status, or natural origins."

¹ PHA is not only permitted but is required to provide persons with disabilities with housing that is appropriate for their needs. This accessible or adaptable housing, although different from that provided to others, is permitted because it permits persons with disabilities to participate in the public housing program.

² This requirement applies to services provided by PHA and services provided by others with PHA's permission on public housing property. Thus, a health screening program offered by the local health department in a public housing community room would have to be fully accessible to persons with disabilities.



1. In addition, HUD regulations provide for additional protections regarding sexual orientation, gender identity, and marital status.
2. SNRHA's policy on nondiscrimination in Public Housing Occupancy is in the Admissions and Continued Occupancy Policy.
3. SNRHA's policy on nondiscrimination in Section 8 Housing Choice Voucher (HCV) Program Occupancy is in the Section 8 Administrative Plan.
4. SNRHA's policy on nondiscrimination for employees is in the Employee Handbook and Collective Bargaining Agreement.
5. SNRHA shall include a nondiscrimination statement in all job announcements and announcements for contracted work through our procurement departments on behalf of our agency.
6. SNRHA's policy on nondiscrimination for its Affordable Housing Program shall be included in its Affordable Housing Manual.
7. All advertisements shall include a non-discrimination statement.
8. SNRHA's 504 Coordinator is the person charged with ensuring that persons with disabilities are provided with the same level of benefits and services as all other clients.

B. Informing Applicants/Residents and Participants of their Civil and Disability Rights

1. Key policy documents are required to be posted on bulletin boards in application offices, property management offices, and the Section 8 office.
2. Policy documents shall be provided to persons with disabilities in a format that is understandable to them.
3. Every applicant for housing shall be asked whether he/she or any family member needs a reasonable accommodation, which may include methods of communication other than plain language paperwork, or special features in a housing unit because of a disability.
4. SNRHA staff shall make every effort to assist applicants, participants, and residents who request information or assistance with the exercise of their civil and disability rights.
5. Any applicant, participant, or resident who believes that he/she is the victim of discrimination, based upon membership in a protected class, shall have an opportunity to file a complaint with SNRHA. If the complaint is not resolved to the applicant, participant, or resident's satisfaction, SNRHA shall advise the client of their right to complete and submit HUD's Fair Housing Complaint form.
6. Staff is familiar with SNRHA's obligations to modify its physical facilities and they can explain these obligations to applicants.
7. Housing management staff is also familiar with SNRHA's obligations to modify its physical facilities and they can explain these obligations to residents. Unit



modification shall only be approved by SNRHA's 504 Coordinator.

8. Section 8 HCV staff is familiar with SNRHA's obligations to provide reasonable accommodations in program administration and they can explain these obligations to applicants and program participants.

C. Eligibility for Unit Modifications and Reasonable Accommodations (RAs)

1. The Authority's obligation to make unit modifications and reasonable accommodations for individuals with disabilities is predicated on two facts:
 - a. The person on whose behalf the request is made qualifies as an "individual with disabilities" and
 - b. The person's request can be verified to be needed because of the person's disability.
2. If the information is not already verified, the Authority may verify that a person qualifies as an "individual with disability" and that the request for unit modification or RA is needed because of the disability.
3. At no time may the Authority request information about the nature or extent of a person's disability.

D. Modification of Physical Facilities for Persons with Disabilities in the Public Housing Program

1. In making physical modifications to SNRHA property (sites, parking lots, common spaces, routes through buildings, and individual apartments), the following requirements apply, considering reasonable accommodations in procedures or practices:
 - A. SNRHA **must**, upon request by an applicant or resident with a disability:
 - 1) make structural modifications to its housing and non-housing facilities and
 - 2) make reasonable accommodations in its procedures or practices [24 CFR § 8.33](#) **unless** such structural modifications or reasonable accommodations would:
 - a. result in an undue financial ³ and administrative burden on the Authority, or
 - b. result in a fundamental alteration in the nature of the program

If a requested modification or RA can be demonstrated to be an undue financial and administrative burden, SNRHA is obligated to do everything it can do short of that burden to meet the applicant's, participant's, or resident's disability-related need.

ONLY the SNRHA's 504 Coordinator may make a determination that a requested **structural modification** is an undue financial and administrative burden or a fundamental alteration in the nature of the PHA's program.

⁴ Considering all the PHA's sources of revenue, including both operating and capital funds



- B. In making structural modifications to "Existing housing programs" [24 CFR § 8.23](#) or in carrying out "Other Alterations" [24 CFR § 8.23\(b\)](#) for otherwise qualified persons with disabilities, SNRHA **may**, but is not required to:
- 1) Make each of its existing facilities accessible [24 CFR § 8.24 \(b\)](#); or
 - 2) make structural alterations when other methods can be demonstrated to achieve the same effect [24 CFR § 8.24 \(b\)](#) ;
 - 3) Make structural alterations that require removal or altering a load-bearing structural member [24 CFR § 8.24 \(b\)](#);
 - 4) Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level [24 CFR § 8.26](#);
- C. When SNRHA is making "Substantial Alterations" ⁴ to an existing housing facility, SNRHA **may**, but is not required to:
- 1) Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level [24 CFR § 8.26](#);
 - 2) Make structural alterations that require the removal or altering of a load-bearing structural member [24 CFR § 8.32 \(c\)](#); or
 - 3) Make structural alterations to meet minimum accessibility requirements where it is structurally impracticable ⁵ also [24 CFR § 8.32 \(c\)](#) and § 40, **Uniform Federal Accessibility Standards, 3.5 and 4.1.6(3)**
- D. The undue burdens test is not applicable to new housing or housing undergoing substantial alteration.
1. SNRHA shall bear the cost of modifying public housing units for residents with disabilities.
 2. Applicants, participants, or residents with disabilities are not required to accept the Authority's modification of their units nor accept SNRHA's transfer offers.
 3. If the residents do not accept SNRHA's attempts at reasonable accommodation, the residents cannot hold PHA liable for failure to make reasonable accommodations.

E. Reasonable Accommodations in Policies, Procedures, and Practices

1. When requested by an applicant, participant, or resident who is an individual with disabilities, SNRHA is obligated to adjust or modify its policies, procedures, and practices to provide such individual with disabilities an equal and effective opportunity to use and enjoy the full range of the Authority's services and programs.

⁴ defined in [24 CFR § 8.23](#) as Comprehensive Modernization or work in developments with 15+ units, work whose value exceeds 75% of the replacement cost of the facility

⁵ Structural impracticability is defined as: Changes having little likelihood of being accomplished without removing or altering a load-bearing structural member and/or incurring an increased cost of 50% or more of the value of the element of the building or facility involved.



2. SNRHA is not obligated to provide RAs when the requested accommodation is:
 - a. An undue financial and administrative burden or
 - b. A fundamental alteration in the nature of the Authority's program.

Some examples of reasonable accommodations to SNRHA's policies, procedures, or practices include, but are not limited to:

- c. Exempting all assistant animals for individuals with disabilities from the provisions of SNRHA's Pet Policy,
- d. Conducting a meeting, hearing, or other service normally performed at a SNRHA office in the home or other location requested by a person with a disability,
- e. Billing an alternative payee in addition to or instead of a resident with a disability at the resident's request,
- f. Permitting a resident with a disability to have a washing machine and dryer in her unit (even though this is normally not permitted) because the only laundry facilities at the property cannot be made accessible to her disability,
- g. Increasing the utility allowance for a family that includes an individual with a disability when the individual's disability requires the use of equipment that uses utilities (e.g. an in-home dialysis set-up),
- h. Granting a Section 8 Housing Choice Voucher (HCV) family a time extension beyond that normally granted because they need a particular type of unit that is hard to find,
- i. Allowing participants in the Section 8 HCV program to move within their first year, if:
 1. such move has been requested as an RA for a disabled family **and**
 2. verification of the need to move is received from their medical provider **and**
 3. the owner/agent agrees to sign a mutual recession form to release the participant from their current lease.

The above list is in no way inclusive. In addition, see the RA sections of the Admissions and Continued Occupancy Policy and the Section 8 Administrative Plan.

F. Communications with Persons with Disabilities

1. SNRHA and its property managers/staff communicate with all persons with disabilities in a manner that is understandable to them.
 - a. Simply mailing out written material is insufficient
 - b. People who have sensory or cognitive impairments are entitled to the form of communication that they request and that will be intelligible to them
 - c. In some cases this will require different forms of communication (large print, Braille, taped materials, sign language interpretation) and
 - d. In other cases, it will require communicating with someone other than -or- in



- addition to the applicant or resident (a family member, friend, advocate, case worker, etc.)
- e. When SNRHA or a management agent has first contact with all applicants, they ask whether the applicant needs some form of communication other than plain language paperwork.
 - f. Alternative forms of communication might include but are not limited to:
 - 1) sign language interpretation and TDD service
 - 2) having written materials explained orally by staff, either in person or by phone
 - 3) large type materials, information on tape, information in a Braille format
 - 4) having someone (friend, relative, or advocate) accompany the applicant to receive, interpret, and explain housing materials
 - 5) permitting applicants to file applications by mail and
 - 6) using alternative sites for application taking, interviews, meetings, or hearings. [24 CFR § 8.6](#)
 - g. If an applicant requests alternate forms of communication, the applicant's file is noted and all future communications (notices, letters, etc.) are provided in the appropriate format. The note explaining the alternate method of communication must stay on top of the left-side of the folder at all times.
 - h. SNRHA staff presents examples to help persons with cognitive impairments understand eligibility, rent computation, applicant screening, reasonable accommodations, and lease compliance.
 - i. SNRHA staff explains rules and benefits verbally, as often as may be needed, because some disabilities may affect an applicant's ability to read, understand, or remember. [24 CFR § 8.6](#)
 - j. Intake and management staff read and explains anything they would normally hand to an applicant, participant, and residents who cannot read.
 - k. SNRHA provides plain language written material in English and all other languages whose speakers constitute at least five (5) percent of the program eligible population of the locality.
 - l. Applicants, participants, and/or residents who read or understand little English and whose speakers number fewer than five (5) percent of the program eligible population of the locality may furnish an interpreter who can explain what is going on.
2. SNRHA prepares the following information for applicants, participants, and residents in plain-language accessible formats:
- a. Marketing, promotional, and informational materials
 - b. Information about the application process
 - c. General statement about reasonable accommodation (for all applicants)
 - d. The application form and required certifications
 - e. Information about opening, updating, or closing the waiting list
 - f. All form letters and notices to applicants and residents (tags in Spanish shall be on these)
 - g. Information about hearings for rejected applicants (tags on withdrawal, terminations, and eviction notices in Spanish)



- h. Orientation materials for new residents
 - 1) The lease and house rules, if any
 - 2) Guidance or instructions about care of the housing unit
 - 3) All information related to applicant's rights (to informal hearings, Grievance Procedure etc.)
- i. Some applicants and residents with disabilities will be unable, because of their disabilities, to come to SNRHA facilities for meetings, interviews, etc. In this case, the Authority's staff shall go to the location where they are to conduct meetings, interviews, or conduct them by mail.
- j. SNRHA shall bear the cost for providing alternate methods of communication, plain language paperwork, and going to the homes or other locations for residents with disabilities.

G. Updating Resident Information on Needs of Persons with Disabilities

- 1. Each year, staff shall advise each participant/resident of SNRHA's Reasonable Accommodation (RA) Policy in writing as part of the annual re-examination. Property managers ask every resident whether they need any special features in their units or other PHA-owned facilities. If the head or co-head have had a change in their ability to communicate via written English since their last re-examination, staff shall update the file to ensure all future correspondence is provided in the required format.
- 2. People who formerly had no disability-related needs may become disabled after becoming SNRHA's residents.

H. Cross Reference: Guidebooks on Reasonable Accommodation (RA) for Persons with Disabilities

- 1. SNRHA and its managers have an ongoing responsibility to make modifications to PHA's physical facilities and RAs in procedures and practices to ensure that its programs are fully usable by persons with disabilities.
- 2. If applicants, participants, or residents do not inform staff of their disability needs or if they are unwilling to disclose the fact that they have a disability, SNRHA is not able to make RAs.

C

**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
RESIDENT COUNCIL BOARD MEMBERS**

**AIDA BRENTS RESIDENT COUNCIL
2120 VEGAS DRIVE, LAS VEGAS, NV 89108
PHONE: 702-477-3220
MEETINGS: 1ST WEDNESDAY @ 2:00 PM
INTEREST LETTERS TO GO OUT BY MID MAY**

**ARTHUR SARTINI RESIDENT COUNCIL
900 S. BRUSH, LAS VEGAS, NV 89107
PHONE: 922-6410 FAX: 922-6413
MEETING 2ND MONDAY @ 4:00 P.M.**

President	Kathleen Bell	900 S Brush St #134	Phone: 702-409-8455
1 st Vice President	Jackie Chester	5200 Alpine PL #26	Phone: 702-612-7370
2 nd Vice President	Darryl Hawkins	900 S. Brush St. #318	Phone: 702-576-8001
Secretary	Elizabeth Ideker	900 S. Brush St. # 239	Phone: 702-870-2763
Treasurer	Norman Freedman	900 S. Brush St. # 443	Phone: 702-325-2110

**HARRY LEVY GARDENS RESIDENT COUNCIL
2525 WASHINGTON, APT 126 LAS VEGAS, NV 89106
PHONE: 922-6166 FAX 922-6109
MEETING: 2ND WEDNESDAY @ 1:00 P.M.
EMAIL: HLGRCB@yahoo.com**

President	Jeanette Jones Francois	2525 Washington, Apt 219	Phone: 702-272-6415
1 st Vice	Marilyn Carthen	2525 Washington Apt 231	Phone: 702-902-7116
Treasurer	Theresa O'dell	2525 Washington, Apt 242	Phone: 702-496-5560
Secretary	Edith Keathing	2525 Washington, Apt 224	Phone: 312-498-8567
Sgt. @ Arms	Donald Steik	2525 Washington, Apt 309	Phone: 702-287-2337

**Hullum Homes/Jones Gardens
1750 Marion Drive
Las Vegas, NV 89115
702-477-3255
Meetings: 1st Thursday @ 12 Noon
NOMINATIONS AND ELECTIONS TO BE HELD SPRING/SUMMER 2021**

President	Vacant	1750 Marion Dr. #26C	Phone: 702-624-7273
Vice-Pres	Tammie Daniels	4980 E. Owens Ave. #1D	Phone: 702-769-9669
Secretary	June Jackson	1750 Marion Dr. #268	Phone: 702-531-2988
Treasurer	Genette Jones	1750 Marion Dr #26D	Phone: 702-810-1319

**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
RESIDENT COUNCIL BOARD MEMBERS**

**James Down Towers
5000 – Alta Drive
Las Vegas, NV 89107
702-477-3245
ELECTIONS SCHEDULED FOR JUNE 2, 2021**

**Marble Manor Resident Council
916 McWilliams
Las Vegas, NV 89106
Phone: 477-3275
Meeting: 2nd Thursday
912 Gerson (Marble Community Center)**

President	Madelyn Rhodes	914 Mc Williams	Phone: 702 472-1941
1 st Vice President	Daniel Lynch	1231 Down Way	Phone: 847 775-9517
2 nd Vice President	Vacant		Phone:
Secretary	Ellen Jackson	911 Gerson Ave	Phone: 323-424-5576
Treasurer	Bobbie Adams	810 Levy St.	Phone: 702-338-2682

**SCHAFFER HEIGHTS RESIDENT COUNCIL
2901 SCHAFFER CIRCLE LAS VEGAS, NV 89121
PHONE: 702.258.1012 FAX: N/A
MEETING: 2ND THURSDAY @ 2:00 P.M.
Email: schafferresidentcouncil@yahoo.com
INTEREST MEETING TO BE SCHEDULED SPRING 2021**

**SHERMAN GARDENS RESIDENT COUNCIL
1708 CURRAN WAY LAS VEGAS, NV 89106
PHONE: 631-9155 FAX: 631-9347
MEETING: 3RD THURSDAY @ 1:30 P.M.
Email: shermangardens1708@gmail.com
INTEREST LETTERS TO BE SENT SPRING 2021**

**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
RESIDENT COUNCIL BOARD MEMBERS**

Resident Advisory Board

Chairperson:

Vice-Chair Fred Bousley 945 Allure Drive, LV, NV 89128 702-372-2923

Secretary

Treasurer Christina Johnson 2289 Sierra Sunrise LV, NV 89156 702-845-4890

Member Jeanette J. Francois 2525 W. Washington #219, LV, NV 89106 702-272-6415

Member Kathleen Bell 900 S. Brush #134, LV, NV 89107 702-409-8455

Member Madelyn Rhodes 914 McWilliams LV, NV 89106 702-472-1941

Member Natassia Bousley 1750 Marion Dr #26C LV, NV 89115 702-624-7273

Member Tammie Daniels 4980 E. Owens Ave #1D, LVNV 89115 702-769-9669

Member Vasiliki Daniels 2151 Citrus Hills Ave #1143, LV, NV 89106 404-937-7152

RAB members e-mail addresses:

Christina Johnson - chrysteena702@gmail.com

Fred Bousley - Federick65Bousley65@gmail.com

Madelyn Rhodes – madelync.rhodes@gmail.com

Natassia Bousley – Natassia.bousley@gmail.com

Vasiliki Daniels – jesusandvasiliki2017@gmail.com

D



Chapter 18

FAMILY SELF-SUFFICIENCY STATEMENT OF POLICIES

PURPOSE:

The purpose of the U.S. Department of Housing and Urban Development's (HUD) Family Self Sufficiency Program (FSS) is to promote the development of local strategies to coordinate the use of housing assistance with public and private resources to enable eligible families to achieve economic independence and self-sufficiency. The Southern Nevada Regional Housing Authority's (SNRHA) FSS Program is designed to promote employment opportunities and increase asset building among families living in assisted housing. The three main features of the FSS Program are: (1) case management; (2) delivery of services; (3) the creation of an escrow account.

SNRHA runs a combined Public Housing (PH), HCV and Project based Rental Assistance Demonstration (RAD) vouchers, FSS program and there is one Action Plan governing all.

BENEFITS OF OPERATING A VOLUNTARY FSS PROGRAM:

An aggressive and innovative FSS program will yield numerous, positive benefits such as: increases in:

- the number of working families receiving housing assistance
- earned income which directly results in a reduction of rental subsidy
- resident self-sufficiency through knowledge of community resources
- families' earning capacity which will strengthen the community

PROGRAM COORDINATING COMMITTEE (PCC):

The purpose of the SNRHA PCC is to obtain and provide resources to address the challenges of the families enrolled in SNRHA FSS and Resident Opportunity and Self-Sufficiency (ROSS) programs. SNRHA will have letters of agreement or will enter into Memorandums of Understanding (MOU) with community partners to provide services/resources to our participants.

PCC membership is composed of a cross section of service providers, sponsors of skills-based training, community partners, employers, FSS program participants and SNRHA staff. In alliance with HUD's requirement, SNRHA's PCC membership shall include the following:

- A (PH) resident and a (HCV) participant who has currently or previously received public assistance and has successfully completed or is currently enrolled in a self-sufficiency or welfare-to-work related program and is in compliance with these program obligations
- SNRHA FSS and ROSS Coordinators

SNRHA's PCC may also include representatives from:

- Local agencies which administer employment and training programs
- area employers
- private employment agencies
- financial institutions
- local post-secondary educational institutions
- local welfare agency
- Child care providers
- the non-profit sector



- Onsite Service Providers

CERTIFICATION OF COORDINATION:

The development and retention of viable, extensive partnerships with the public and private sector are paramount to the success of the FSS Program. SNRHA will coordinate and partner with entities such as the Department of Welfare and Supportive Services (DWSS), Workforce Innovation and Opportunity Act (WIOA) funded partners, and various educational and training institutions.

GOALS AND OBJECTIVES:

SNRHA's FSS program goals are to work with local partners to develop a comprehensive program to reduce barriers that prevent self-sufficiency and empower participants to obtain employment that pays a living wage and be free from TANF (excluding child only) assistance.

Participating families receive individualized case management which includes:

- One-on-one counseling with SNRHA FSS Coordinators to emphasize the importance of education and training to increase earning potential
- Mandatory financial literacy education
- Career and personal case management
- Strategies that encourage employment, entrepreneurship, and homeownership
- Referrals to community support services
- Incentives and recognition for achievements
- Participants are encouraged to attend a number of self-help workshops and seminars

PROGRAM MEASUREMENTS:

The FSS Program will measure the successes of families who participate in the program by tracking:

- Suitable employment defined as work reasonably related to an individual's skills, qualifications and training which provides a living wage.
- Increases in earned income
- Increases in education level
- Decrease in government assistance

PROGRAM SIZE:

SNRHA will operate a minimum program size of voluntary slots.

ESTIMATE OF POTENTIAL PARTICIPATING FAMILIES:

SNRHA owns 2,129 Public Housing units, has Rental Assistance Demonstration (RAD) units and administers 11,983 Housing Choice Vouchers which together provide housing assistance to over 35,500 residents. Of these numbers, the estimate of eligible FSS families who can reasonably be expected to receive supportive services under the FSS program, based on available and anticipated Federal, tribal, State, local, and private resource are approximately 450 .

The FSS Program is open to adults, ages 18 and over, without regards to race, color, religion, sexual orientation, age, disability, familial status or national origin. SNRHA does not wish to operate a joint FSS program with other PHAs.



SUPPORTIVE SERVICES NEEDS:

The following represents some of the most needed supportive services for program participants:

- Education
 - High School Equivalency Test (HiSET) preparation
 - Postsecondary education preparation
 - English as a second language (ESL)
 - Computer skills training
- Life Skills
 - Domestic Violence awareness and prevention
 - Home management
 - Self-enrichment
 - Child care
 - Parenting and child development
 - Transportation
 - Work – Life balance
 - Time management
- Financial Literacy
 - Credit counseling
 - Budgeting
 - Asset building
 - Debt management
 - Homebuyer education
 - Banking
- Employment
 - Skills assessment
 - Vocational training
 - Resume building
 - Effective job search
 - Interview skills and techniques
 - Job placement and retention
- Health
 - Affordable health care
 - Social services
 - Addiction prevention
 - Mental health
 - Vision and dental
 - Wellness

INCENTIVES TO ENCOURAGE PARTICIPATION:

SNRHA offers many incentives encouraging FSS Program participation, including the following:

- Individual case management
- Links to community resources
- Escrow account credits
- Homeownership opportunities



ASSURANCE OF NON-INTERFERENCE:

The decision, by family, to participate or not in the FSS Program, will not affect their right to admission in the Public Housing or Housing Choice Voucher programs, or their right to occupancy in accordance with their lease.

FAMILY SELECTION PROCEDURES:

In accordance with applicable federal regulations, families are selected without regard to race, color, religion, sex, handicap, familial status, or national origin. SNRHA observes all federal regulations related to FSS participation for all applicants.

The Head of Household (HOH) must sign the FSS Contract of Participation (COP) before other family members can participate.

The program participant must be a current SNRHA resident/participant, 18 years or older.

SNRHA FSS Coordinators will use multiple methods to inform and recruit eligible program participants. Promotional materials are distributed to existing residents and to applicants who are near completion in the lease-up process. These materials include flyers, posters, brochures, and interest forms. These materials highlight program information and benefits.

Several other outreach methods will be used to encourage FSS Program participation:

- The FSS informational brochures and interest forms will be available in SNRHA lobbies, administrative offices, management offices and/or distributed upon request
- The FSS department may mail brochures to all eligible households
- FSS presentations may be conducted during any resident informational sessions
- FSS Orientation sessions will be held as needed based on program enrollment and staffing levels

The FSS application process is as follows:

- The HOH must submit an interest form
- FSS Coordinators will verify the eligibility status of the resident
- Eligible HOH will be invited to an orientation session,
- During the orientation session, detailed program information will be shared to assist the HOH in making the decision to participate
- If the HOH decides to participate, a Pre-Assessment Form must be completed
- If the HOH decides not to participate, the family will be removed from the Interest List

The Pre-Assessment Form is a tool that will be used to establish a base level of need. It will be used for case management purposes only, to determine the participant's level of education, job skills, prior work experience, career interests and program readiness. It will not be used to screen-out any participant.

Families who have successfully participated in SNRHA's Resident Opportunities and Self-Sufficiency (ROSS) Program will be given preference and receive streamlined enrollment for FSS.

METHOD FOR IDENTIFICATION OF SUPPORTIVE SERVICE NEEDS:

The FSS Coordinator will provide ongoing coordination and encouragement to the FSS family. A critical factor in the provision of case management services is regular communication between the Coordinators and their assigned families. All newly enrolled participants are strongly encouraged to



meet with their Coordinator monthly, for the first three (3) months and quarterly thereafter. Assessment of the participant's needs and their ongoing progress continues throughout the length of the FSS (COP). Employment and career development plans are made based on the assessment.

CONTRACT OF PARTICIPATION:

The COP will be discussed in detail with eligible family members, prior to being signed by the HOH. Other household members, 18 or older, may enroll in the FSS Program at any time. These household members will be required to work one-on-one with the FSS Coordinator to develop and sign their own Individual Training and Service Plan (ITSP).

The enrollment process is complete once the HOH and the FSS Coordinator sign the COP.

The COP must include:

- a. Baseline information – annual income, earned income and Total Tenant Payment (TTP) for PH residents and 30% of monthly adjusted income for HCV participants
- b. ITSP which includes
 - a. Final goals one of which must be to maintain employment” for a minimum of 90 consecutive days immediately preceding completion of the program
 - b. Interim goals, one of which must be that all family members are TANF (excluding child only) free, for at least 12 consecutive months before the contract expires

During the term of the COP, changes may be made to the final goals within the first four years of the original contract date, unless there is an approved reasonable accommodation.

- Changes to ITSP - The FSS Coordinator will assist the client with changes.
- Changes to designated HOH SNRHA Management staff will make the determination to accept or reject the proposed HOH change.

The FSS participant has a right to grieve any negative decision(s) and may appeal within ten (10) calendar days. The participant shall have the opportunity to present written or oral objections to the Supportive Services Manager (SSM).

Case Files

The FSS Coordinator will maintain a case file for each FSS family. The file will contain the following documents:

- Contract of Participation
- ITSP(s)
- Interest form, FSS pre-assessment & assessment forms
- Escrow calculations and tracking forms
- Documentation of program participation
- Case notes detailing each contact with the participating family
- Extension and other related forms and letters
- Referral letters and other relevant correspondence
- Termination forms
- Other required forms, notices and correspondence.

Escrow Account Management

Escrow accounts are to be maintained for each family who has earned escrow credits. The escrow calculation allocates monthly savings amounts for each family, based on increases in their rent due to increases in their earned income.



The annual or interim recertification exam determines when and how much change there will be to the participant's portion of the rent, which may result in changes to the escrow accruals.

FSS escrow funds are combined and placed in HUD-approved investment instruments. The interest paid on the actual investment will be credited to the individual FSS escrow accounts annually. The participant will receive an escrow statement annually. This statement will include the current monthly escrow credit along with the total escrow from beginning to ending balance and total interest accrual.

Interim Escrow Withdrawals

A HOH may be permitted to withdraw escrow funds for professional testing, professional license, homeownership, deposit to move from public housing to the private sector, and transportation (only to maintain employment) purposes only¹ however, the participant must:

- Have exhausted all other resources
- Not owe a debt to SNRHA (unless the participant is current with a repayment agreement)
- Be in program compliance with both FSS and SNRHA
- Submit a written request and documentation of the need to the FSS Coordinator
- Have attended one FSS Support Group workshop within the last 6 months
- Be actively pursuing FSS goals
- Use the escrow funds for purposes of meeting ITSP goals only; otherwise the participant will be terminated from the FSS program
- Provide receipt(s) verifying expenditure(s)

All written requests for interim disbursements will be submitted to the Director of Supportive Services, after the FSS Coordinator and the Resident Program Coordinator (RPC) have reviewed the request, to determine the adequacy of documentation and the level of need. The Supportive Services Manager SMM has final approval.

The FSS Coordinator will inform the participant of the request results.

- If the request is approved, the interim escrow distribution check will be prepared within 10 business days.
- Within 10 business days after the escrow funds are received, the participant must provide documentation/receipt(s).
- Failure to provide documentation/receipts, participant will be terminated from the FSS program.
- If the request is denied, the FSS Coordinator will mail, to the participant, a written notification stating the reason(s) for denial.
- There is no appeal process for interim disbursement requests.

Program Extensions

¹ The escrow withdrawal cannot exceed 20% of total escrow amount, except for homeownership expense, which cannot exceed 90% of total escrow balance. In addition, for a disbursement for transportation the participant must contribute at least 15% of the total cost

Contract extensions may be approved, up to two years, for active FSS participants under the following conditions:

- The participant demonstrates active participation and progress in the FSS program;
- FSS Contract goals have not all been met, but can realistically be reached within the extension period;



- Goals which have not been met due to circumstance beyond the control of the participant
- More time is needed for the participant to be free from welfare cash assistance for 12 continuous months.

To request a program extension, the FSS participant must submit a written request to the FSS Coordinator. The written request must include the reason(s) for requesting the extension. To determine if an extension is warranted, the FSS Coordinator will review the request, program compliance and progress with the participant.

The FSS Coordinator will submit to the RPC, a written recommendation for review. The RPC will submit same to the SSM for final approval.

There is no grievance process available when an extension is denied.

Successful Completion of the Program

Successful completion of the FSS Program occurs at any time during the COP, if the following conditions are met, and the participant:

- Has a HS diploma or equivalent unless an exception is approved by the SSM and RPC.
- Has obtained suitable employment and achieved his/her personal goals stated on the FSS ITSP and
- SNRHA has certified that family members have not received welfare cash assistance during the previous twelve consecutive months;

- or -

- 30% of a Housing Choice Voucher family's monthly adjusted income equals or is greater than the Fair Market Rent amount for the unit size for which the family qualifies.

FSS participants may successfully complete the program in less than the five-year COP term, if they have met all other requirements. Successful program graduates are not required to leave subsidized housing.

The full balance of escrow, less any outstanding debt to SNRHA, will be given to the HOH within 30 days after the effective date of program completion.

There are no restrictions on the use of the escrow funds, and the U.S. Internal Revenue Service has ruled that these funds are not subject to federal income tax.

Participants who have successfully completed the FSS program are not eligible for re-enrollment.

PROGRAM TERMINATION:

Voluntary

Participation in the FSS Program is voluntary. Participants may withdraw from the program at any time. This request will be honored without penalty regarding the family's housing status. Should the HOH withdraw, the FSS escrow account will be forfeited. The family may re-apply to the FSS Program after a minimum twelve months unless otherwise approved by the SSM

Involuntary

Reasons for involuntary termination from the FSS program include:

- ❖ Adverse loss of housing assistance
- ❖ Failure to fulfill responsibilities under the COP
- ❖ An act occurs that is inconsistent with the purpose of the FSS program including but not limited to: committing fraud; failure to report changes in household composition and/or



income with the timeframes set forth in the Administrative Plan and ACOP, and other reoccurring acts/behaviors as determined by the RPC and SMM

The FSS escrow account will be forfeited. The family may re-apply to the FSS Program after a minimum of twelve months unless otherwise approved by the SSM.

Mutual Consent

The HOH and the FSS Coordinator may mutually agree to terminate participation in the FSS Program. The FSS escrow account will be forfeited.

Grievance Procedure

In the event that the FSS Coordinator terminates a participant from the program, a termination letter will be mailed to the participant clearly stating the reason(s) for the decision. The participant will have ten (10) business days, from the date of the letter, to contact the Resident Program Coordinator (RPC) or designee.

Written decision notification from the RPC or designee shall be issued to the participant within ten (10) business days. If the participant does not agree with the decision of the RPC, they may request a review of the decision with the Supportive Services Manager (SSM).

If the participant does not agree with the decision of the SSM, they may request a hearing with the SNRHA Hearing Officer, according to guidelines established in the Admissions and Occupancy Policy (ACOP) for Public Housing residents or Administrative Plan for Housing Choice Voucher participants.

Portability

Port-ins from other FSS Programs will be welcomed into the SNRHA Family Self-Sufficiency Program, under the following conditions:

- Open slots are available If slots are not available, the family will be placed on the Interest Form List according to the date and time that the request was received.
- The participant is in compliance with the previous housing authority's FSS program
- Final goals can be attained by the time remaining on the COP
- SNRHA receives a valid signed COP and ITSP from the previous housing authority
- The participant signs a FSS COP with SNRHA within 120 days of lease up within SNRHA jurisdiction

A new COP will be executed for the remaining time of the initial Contract using the beginning income and family rent figures on the COP from the previous housing authority.

CHANGES TO THE ACOP & ADMINISTRATIVE PLAN

SNRHA recognizes that the implementation of this FSS Action Plan is a dynamic process, which may need to incorporate changes/revisions to current policies and procedures to be an effective working tool for staff.

SNRHA will review HUD FSS regulations and PIH notices as needed, to ensure that the FSS Action Plan is consistent. Any necessary changes will be made to SNRHA policy as appropriate.

E

Safety and Crime Prevention

SNRHA is committed to promoting a safe environment for its residents and the community. Cameras have been installed at AMP 407, specifically Villa Capri. The effort to install cameras will continue into the next five years.

During Covid-19, many sites maintained 24-hour security. The Agency continues to support local law enforcement through safety and crime.

The Bolden Area Command, which encompasses our westside properties, is spear heading a Chronic Violence Reduction Initiative.

Moving forward, this initiative will be a citywide strategy. Upon its implementation, all SNRHA properties, with the exception of Hampton Court located in Henderson, NV, will benefit from eradicating deeply entrenched crime place networks to produce crime reductions to support community growth and safety.

F

Asset Management Plan

AMP 402 consists of 459 units. Specifically, 200 units in James Down Towers, 220 units at Sartini Plaza and 39 units at Sartini Annex. James Down and Sartini are designated as elderly properties. In the past there has been one manager for the entire AMP. Due to the age of the property and the resident needs beginning in June 2021 there will be a manager full time at James Down Towers and Sartini Plaza.

New Activities

Conversion of Public housing to PBV/RAD

The agency is researching various strategies available to public housing authorities to reposition one elderly designated public housing development. The goal is to better maintain units while creating opportunities to leverage public and private resources. This change can help preserve affordable housing units, address rehabilitation and physical needs. The agency is considering a blend of RAD/Section 18 to transform this development.

The RAD/Section 18 allows the agency to reposition 25% of the units in a project through Section 18 provided the other 75% is repositioning through RAD, and the project involves new construction or substantial rehabilitation. Removal of units through the Section 18 does not require the usual Section 18 obsolescence test.

The agency is also considering repositioning all or a portion of its 386 scattered site homes inventory. The agency will determine if substantial physical issues of the buildings can or cannot be corrected in a cost effective manner. Units/homes not categorized as obsolescent may undergo rehabilitation. These homes may be repositioned, sold independently and/or become a homeownership opportunity for an FSS participant.

G



Rent Reasonableness

Initially, and annually thereafter SNRHA must determine that the rent for the manufactured home space is reasonable based on rents for comparable manufactured home spaces. SNRHA must consider the location and size of the space, and any services and maintenance to be provided by the owner. By accepting the monthly HAP check, the owner certifies that the rent does not exceed rents charged by the owner for comparable unassisted spaces in the manufactured home park or elsewhere.

15-VI.D. HOUSING QUALITY STANDARDS

Under either type of occupancy described in 15-VI.A above, the manufactured home must meet all HQS performance requirements and acceptability criteria discussed in Chapter 8 of this plan. In addition, the following requirement applies:

Manufactured Home Tie-Down

A manufactured home must be placed on the site in a stable manner, and must be free from hazards such as sliding or wind damage. The home must be securely anchored by a tie-down device that distributes and transfers the loads imposed by the unit to appropriate ground anchors to resist overturning and sliding.

PART VII. HOMEOWNERSHIP

[24 CFR 982.625 through 982.643]

15-VII.A. OVERVIEW [24 CFR 982.625]

The homeownership option is used to assist a family residing in a home purchased and owned by one or more members of the family. A family assisted under this option will be an existing participant in the HCV tenant-based program, and must be in good standing. SNRHA has demonstrated the capacity to operate a successful HCV homeownership program as defined by the regulations and will use financial instruments that are recognized and accepted by governmental agencies or the secondary market of Fannie Mae, Freddie Mac or FHA.

Except in the case of reasonable accommodation, there is only one form of homeownership assistance currently available that SNRHA may offer under this option and that is monthly homeownership assistance payments.

SNRHA may offer homeownership assistance if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities or elderly. It is the sole responsibility of SNRHA to determine whether it is reasonable to implement a homeownership program as a reasonable accommodation. SNRHA must determine what is reasonable based on the specific circumstances and individual needs of the person with a disability.

SNRHA will review request for reasonable accommodations and may 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.



Criteria to be used to demonstrate SNRHA capacity:

- SNRHA requires the financing for purchase of a home under its Housing Choice Voucher homeownership program complies with secondary mortgage market requirements; or complies with generally accepted private sector underwriting standards.
- SNRHA reserves the right to impose additional criteria on the financial instruments, depending on family circumstances or changes in the homeownership market. SNRHA will offer only the monthly homeownership assistance payments at this time

15-VII.B. FAMILY ELIGIBILITY [24 CFR 982.627]

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

- The family must have been admitted to the Housing Choice Voucher program for at least one year.
- The family must qualify as a first-time homeowner, or may be a cooperative member.
- The non-disabled/elderly family must meet the Federal minimum income requirement. The family must have a gross annual income equal to the Federal minimum wage multiplied by 2000, based on the income of adult family members who will own the home. SNRHA may establish a higher income standard for families. However, a family that meets the federal minimum income requirement (but not SNRHA's requirement) will be considered to meet the minimum income requirement if it can demonstrate that it has been pre-qualified or pre-approved for financing that is sufficient to purchase an eligible unit. Welfare assistance can not be used to determine minimum income requirements.
- For disabled families, the minimum income requirement is equal to the current SSI monthly payment for an individual living alone, multiplied by 12.
- For elderly or disabled families, welfare assistance payments for adult family members who will own the home will be included in determining whether the family meets the minimum income requirement. It will not be included for other families.
- The family must satisfy the employment requirements by demonstrating that one or more adult members of the family who will own the home at commencement of homeownership assistance is currently employed on a full-time basis (the term 'full-time employment' means not less than an average of 30 hours per week); and has been continuously so employed during the year before commencement of homeownership assistance for the family. Continuously employed shall be defined as a break for no more than two months during a consecutive 12 month period.
- The employment requirement does not apply to elderly and disabled families. In addition, if a family, other than an elderly or disabled family includes a person with disabilities, SNRHA must grant an exemption from the employment requirement if SNRHA determines that it is needed as a reasonable accommodation.
- The family does not owe money to SNRHA or any other PHA.



- The family has not committed any serious or repeated violations of a SNRHA-assisted lease within the past year.
- The family is in good standing with all terms of the family obligations and has been so for at least one year.
- The family has not defaulted on a mortgage securing debt to purchase a home under the homeownership option.
- Except for cooperative members who have acquired cooperative membership shares prior to commencement of homeownership assistance, no family member has a present ownership interest in a residence at the commencement of homeownership assistance for the purchase of any home.
- The family must attend all scheduled training and referral service meetings.
- The family must report all changes in income and family composition with 10 calendar days of said change, in writing.
- The family must choose lenders where underwriting criteria comply with basic mortgage lending. No predatory lending practices will be approved in this program.
- The family must select an existing home within Clark County, the City of Las Vegas or North Las Vegas or under construction at the time the participant enters into a Contract of Sell.
- Except for cooperative members who have acquired cooperative membership shares prior to the commencement of homeownership assistance, the family has entered a contract of sale in accordance with 24 CFR 982.631(c).
- The family must provide SNRHA with a copy of the contract of sale; proof of hazard insurance; insurance credit underwriting requirements for FHA – insured single family mortgage loans. (HUD Handbook 4155.1)
- The home must pass an initial SNRHA HQS inspection. The family must also have an independent professional home inspection to inspect the home to identify physical defects and the condition of major building systems and components. A copy of the independent inspection report must be given to SNRHA. The family must pay for the independent inspection. Any failed items in an Independent inspection may be grounds to deny the contract of homeownership from being signed.
- The seller is responsible for completing necessary pre-purchase repairs.
- The selected home must be a one unit property or single dwelling unit in a cooperative or condominium.
- The family must agree to complete a pre-homeownership counseling program and post training, as required.
- The family must provide evidence of payment of taxes and homeowner’s insurance annually.
- The family must sign a contract of Homeownership Obligations



- The family must notify SNRHA of any foreclosure notices or late notices received from their lenders within 10 calendar days of receiving said notice. If client receives more than three (3) late notices that were more than 30 calendar days delinquent within a calendar year, the participant must attend post homeownership counseling or shall be terminated from the HCV Homeownership program.
- The family does not owe SNRHA or any other PHA a bad debt.
- The family must participate and graduate from FSS, except for the elderly and disabled.

15-VII.C. SELECTION OF FAMILIES [24 CFR 982.626]

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

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

SNRHA has designated one hundred fifty (150) vouchers to be used in the homeownership program. SNRHA reserves the right to adjust the number of vouchers available depending on the capacity of SNRHA and changes in the market. SNRHA may exceed the number of units planned if it is necessary as a reasonable accommodation for a person with a disability. If this occurs, SNRHA reserves the right to reduce the number of homeownership units offered in subsequent years.

Within preference and non-preference categories, families will be selected according to the date and time of their application for participating in the homeownership option approved by SNRHA.

All families must meet eligibility requirements as defined in Section 15-VII.B of this plan.

15-VII.D. ELIGIBLE UNITS [24 CFR 982.628]

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

- The unit must meet HUD's "eligible housing" requirements. The unit may not be any of the following:
 - A public housing or Indian housing unit (except as approved by HUD)
 - A unit receiving Section 8 project-based assistance;
 - A nursing home, board and care home, or facility providing continual psychiatric, medical or nursing services;
 - A college or other school dormitory;
 - On the grounds of penal, reformatory, medical, mental, or similar public or private institutions.
 - Rent to own units.



- The unit must be under construction (footer poured and in place) or already exist at the time the family enters into the contract of sale.
- The unit must be a one-unit property or a single dwelling unit in a cooperative or condominium.
- The unit must have been inspected by SNRHA and by an independent inspector designated by the family.
- The unit must meet Housing Quality Standards (see Chapter 8).
- For a unit where the family will not own fee title to the real property (such as a manufactured home), the home must have a permanent foundation and the family must have the right to occupy the site for at least 40 years.

For SNRHA-owned units all of the following conditions must be satisfied:

- SNRHA informs the family, both orally and in writing, that the family has the right to purchase any eligible unit and a SNRHA-owned unit is freely selected by the family without SNRHA pressure or steering;
- The unit is not ineligible housing;
- SNRHA obtains the services of an independent agency to inspect the unit for compliance with HQS, review the independent inspection report, review the contract of sale, determine the reasonableness of the sales price and any SNRHA provided financing. All of these actions must be completed in accordance with program requirements.

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

15-VILE. ADDITIONAL SNRHA REQUIREMENTS FOR SEARCH AND PURCHASE [24 CFR 982.629]

It is the family's responsibility to find a home that meets the criteria for voucher homeownership assistance. SNRHA may establish the maximum time that will be allowed for a family to locate and purchase a home, and may require the family to report on their progress in finding and purchasing a home.

If the family is unable to purchase a home within the maximum time established by SNRHA, SNRHA may provide additional time for the family to search. Documentation requesting the additional time will be provided by the family.

SNRHA Policy

The family will be allowed 120 calendar days to identify a unit and submit a sales contract to SNRHA for review. The family will be allowed an additional 120 calendar days to close on the home. SNRHA may grant extensions to either of these periods as a reasonable accommodation. The length of the extension(s) will be determined on a case-by-case, but in no case will an extension exceed a total of 120 calendar days. The maximum amount of time a family will given to locate and complete the purchase of a home under the homeownership option is 240 calendar days, unless a reasonable accommodation is requested and approved.



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

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

The family will be required to report their progress on locating and purchasing a home to SNRHA every 30 calendar days until the home is purchased.

If the participant family cannot complete the purchase of a unit within the maximum required time frame, and is not receiving rental assistance under a HAP contract at the time the search and purchase time period expires, the family will be allowed to lease a unit and remain in the rental program, so long as they are still in good standing with the program.

15-VII.F. HOMEOWNERSHIP COUNSELING [24 CFR 982.630]

Before commencement of homeownership assistance for a family, the family must attend and satisfactorily complete the pre-assistance homeownership and housing counseling program required by SNRHA and be a graduate of the Family Self-Sufficiency Program, except elderly or disabled. HUD suggests the following topics for SNRHA-required pre-assistance counseling:

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

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

SNRHA may also offer additional counseling after commencement of homeownership assistance (ongoing counseling). If SNRHA offers a program of ongoing counseling for participants in the



homeownership option, SNRHA shall have discretion to determine whether the family is required to participate in the ongoing counseling.

If SNRHA does not use a HUD-approved housing counseling agency to provide the counseling, SNRHA will ensure that its counseling program is consistent with the counseling provided under HUD's Housing Counseling program.

SNRHA Policy

SNRHA shall require all participants to attend a HUD-Certified Counseling Program.

SNRHA may require all families to attend and complete post-purchase ongoing homeownership counseling, if there are payment concerns.

All families wishing to participate in the Homeownership Program must complete a minimum of the regular eight hours of pre-purchase homeownership counseling and any individually required HUD approved counseling sessions.

DOWN PAYMENT REQUIREMENTS

- A minimum down payment as required by the lender of three (3) percent from the participant, of which one (1) percent must be from the participant's personal resources.

FINANCIAL REQUIREMENTS

- The family must secure its own financing for the home purchase with an approval lender. The participant must submit a mortgage approval letter.
- SNRHA will not directly or indirectly make choices of lenders although we may provide participants with a list of multiple approved lenders as a tool.
- SNRHA must review and approve the lender contract, prior to signing participants Housing Choice Voucher Homeownership contract to ensure it does not have any predatory lending and the family can afford the proposed financing.
- No balloon payment or variable interest rate mortgages will be approved.
- Neither SNRHA nor HUD will guarantee any mortgage financed under this program.
- Contract of sale must contain a seller certification that the seller is not debarred, suspended, or subject to a limited denial of participation under 24 CFR; Part 24.

PAYMENT GENERAL

- Once SNRHA executes a Contract of Homeownership Obligations with the participant, which will occur after all documents, inspections and contracts have been received and approved, Housing Assistance Payments (HAP) will be made to the participant payable to the participant on the first (1st) of each month.
- Housing Choice Voucher Program payment will equal the lower of (1) the payment standard minus the total tenant payment; or the family's monthly homeownership expenses minus the total tenant payment. In determining the amount of the homeownership assistance payment, SNRHA will use the same payment standard, utility allowance, payment standard and subsidy assistance as used in the Housing Choice Voucher Program.



- The family is responsible for the monthly homeownership expenses not reimbursed by the HAP. Repeated late payments to the lender shall result in the participant's termination. Repeated is defined as "two late payments within 6 months consecutive period. The family will be referred to post-counseling if late payments are verified. If the family refuses to attend, the family shall be terminated. (See Chapter 12)
- SNRHA must use the UA schedule and payment standard applicable to the Housing Choice Voucher Rental Program. Occupancy standards shall not change after commencement of the contract.
- A family that defaults on their mortgage must reapply for the Housing Choice Voucher tenant-based program to receive Housing Choice Voucher rental assistance. They will not be considered under continuous occupancy.

FAMILY OBLIGATIONS

- Homeownership assistance will be paid only while the family is residing in the home.
- The family must comply with the following family obligations:
 - ***Ongoing counseling*** – referred as required to ensure no foreclosures.
 - ***Compliance with mortgage*** – Must comply with the terms of the mortgage securing debt incurred to purchase the home and any refinancing of such debt.
 - ***Prohibition against conveyance or transfer of home*** – (i) So long as the family is receiving homeownership assistance, use and occupancy of the home is subject to §982.551(h) and (I). The family may not sell, convey or transfer any interest in the home to any entity or person other than a member of the assisted family residing in the home.
 - (ii) In the case of assistance for a homeowner, the family may grant a mortgage on the home for debt incurred to finance purchase of the home or any refinancing of such debt.
 - (iii) Upon death of a family member who holds, in whole or in part, title to the home or ownership of cooperative membership shares for the home, home ownership assistance may continue pending settlement of the descendant's estate, notwithstanding transfer of title by operation of law to the descendant's executor or legal representative, so long as the home is solely occupied by remaining family members in accordance with §982.55(h).
 - ***Supplying required information*** – (i) The family must supply required information to SNRHA in accordance with 982.551(b).
 - (ii) In addition to other required information, the family must supply any information, as required by SNRHA or HUD concerning:
 - A. Any mortgage or other debt incurred to purchase the home, and any refinancing of such debt (including information needed to determine whether the family has defaulted on the debt, and the nature of any such default), and information on any satisfaction or payment of the mortgage debt;
 - B. Any sale or other transfer of any interest in the home; or



C. The family's home ownership expenses.

- **Notice of move out** – The family must notify SNRHA before the family moves out of the home or put the home up for sell. SNRHA prohibits moves within the first five years under the program.
- **Notice of Mortgage Default** – The family must notify SNRHA if the family defaults on a mortgage securing any debt incurred to purchase the home.
- **Must provide annually statement of mortgage payment to verify payments are made on time each month.** This will be submitted at annual recertification.
- All other Housing Voucher Program family HUD required family obligations.

Denial/Termination of Assistance

- SNRHA may deny permission to move or continue with HAP payments, in accordance with Section 24 CFR 982.552, including termination of assistance for violation of any family obligations described in Section 24 CFR 982.632 and/or in SNRHA's Housing Choice Voucher Administrative Plan, Chapter 15 "Denial/Termination of Assistance".
- Homeownership Participants who opt out of this program or who are terminated must reapply for Housing Choice Voucher Tenant-Based Assistance if they choose, only when the wait list is opened.
- SNRHA will further terminate assistance for any member of the family that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage securing debt incurred to purchase the home, or any refinancing of such debt.

ADDITIONAL REQUIREMENTS

- Annual re-exams will be conducted and appropriate adjustments made.
- Two late mortgage payments within six- (6) month period may result in required post counseling for which the client must attend or be terminated from the HCV Homeownership program.

OTHER ITEMS

- SNRHA will earn the same administrative fees as in the tenant-based rental program for each month that home ownership assistance is paid.
- The family must provide SNRHA with a copy of the contract of sale.
- Head of household and any spouse of the head of household that has previously defaulted on a mortgage obtained through the home ownership option are barred from receiving future Housing Choice Voucher homeownership assistance.
- Prohibition on ownership interest on second residence: During the time the family receives homeownership assistance, no family member may have any ownership interest in any other residential property [24CFR 982.633 (7).]



Homeownership Expenses

SNRHA has established the following allowances to be used in determining expenses for all homeownership families. Current participants shall have previously approved allowances decreased at their second annual recertification date after this policy change (2015) (real estate Taxes, Home Insurance, Allowances for major repairs, and Maintenance allowance. Deductions are:

- Principle and Interest on initial mortgage
- Utility Allowance
- Current participants with current HOA allowances as of July 2012 shall be grandfathered to allow the allowance to remain for condos only. All future participants shall not receive HOA allowances. SNRHA shall not pay increased subsidy towards mortgage loans as a result of equity loan after the initial contract or any other increases in mortgage debt amounts.
- SNRHA shall decrease subsidy assistance when refinancing of the mortgage results in lowered payments.

15-VILG. HOME INSPECTIONS, CONTRACT OF SALE, AND SNRHA DISAPPROVAL OF SELLER [24 CFR 982.631]

Home Inspections

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

HQS Inspections may be completed after closing but prior to contract effective date of the HAP contract. However, we will require a passed HQS Inspection.

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

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

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

SNRHA shall not conduct annual HQS inspections on homeownership units after the first initial Inspection.

Contract of Sale

Before commencement of monthly homeownership assistance payments, a member or members of the family (one must be head of household) must enter into a contract of sale with the seller of the unit to be acquired by the family. The family must give SNRHA a copy of the contract of sale. The contract of sale must:



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

Disapproval of a Seller

In its administrative discretion, SNRHA may deny approval of a seller for the same reasons a SNRHA may disapprove an owner under the regular HCV program [see 24 CFR 982.306(c)].

15-VII.H. FINANCING [24 CFR 982.632]

SNRHA may establish requirements for financing purchase of a home under the homeownership option. This may include requirements concerning qualification of lenders, terms of financing, restrictions concerning debt secured by the home, lender qualifications, loan terms, and affordability of the debt. SNRHA must establish policies describing these requirements in the administrative plan.

SNRHA Policy

As a check against predatory lending, SNRHA will review the financing and refinancing of each purchase transaction, including estimated closing cost. SNRHA will not approve loans for features, such as balloon payments, adjustable rate mortgages, and unusually high interest rates. SNRHA will not approve any loans that contain predatory practices. SNRHA also will not approve “seller financing” or “owner held” mortgages. Beyond these basic criteria, SNRHA will rely on the lenders or the secondary market to determine the loan that will be affordable to program participants.

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

15-VII.I. CONTINUED ASSISTANCE REQUIREMENTS; FAMILY OBLIGATIONS [24 CFR 982.633]

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

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

The family must comply with the following obligations:

- The family must comply with the terms of the mortgage securing debt incurred to purchase the home, or any refinancing of such debt.



- The family may not convey or transfer ownership of the home, except for purposes of financing, refinancing, or pending settlement of the estate of a deceased family member. Use and occupancy of the home are subject to 24 CFR 982.551 (h) and (i).
- The family must supply information to SNRHA or HUD as specified in 24 CFR 982.551(b). The family must further supply any information required by SNRHA or HUD concerning mortgage financing or refinancing, sale or transfer of any interest in the home, or homeownership expenses.
- The family must notify SNRHA within 30 calendar days, when they have refinanced their mortgage or taken out an equity loan and provide the new documents.
- The family must notify SNRHA before moving out of the home.
- The family must notify SNRHA if the family defaults on the mortgage used to purchase the home.
- No family member may have any ownership interest in any other residential property.
- The family may comply with all post assistance counseling requirements.
- The family must comply with the obligations of a participant family described in 24 CFR 982.551, except for the following provisions which do not apply to assistance under the homeownership option: 24 CFR 982.551(c), (d), (e), (f), (g) and (j).
- The family must, at annual reexamination, document that the family is current on mortgage, insurance, taxes and utility payments.
- For non-elderly/non-disabled families; the family shall maintain at least one adult in the household that maintains full time employment, which is considered at least 30 hours per week.

15-VII.J. MAXIMUM TERM OF HOMEOWNER ASSISTANCE [24 CFR 982.634]

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

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

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

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

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



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

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

15-VII.K. HOMEOWNERSHIP ASSISTANCE PAYMENTS AND HOMEOWNERSHIP EXPENSES [24 CFR 982.635]

The monthly homeownership assistance payment is the lower of: the voucher payment standard minus the total tenant payment, or the monthly homeownership expenses minus the total tenant payment. This amount shall not increase as a result of the family taking out equity loans or other loan mortifications resulting in increased mortgage payments.

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

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

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

SNRHA Policy

SNRHA will allow the following homeownership expenses:

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

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

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

- SNRHA utility allowance for the home;

- Principal and interest on mortgage debt;

- If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the PHA determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person;



Land lease payments where a family does not own fee title to the real property on which the home is located; [see 24 CFR 982.628(b)].

For a condominium unit, condominium operating charges, or maintenance fees assessed by the condominium homeowner association; HOA for condos currently under the HCV Program shall remain and considered grandfathered in to receive this deduction. All others will be removed at the next annual.

Monthly principal and interest on debt for handicap accessible improvements.

Land lease payments where a family does not own fee title to the real property on which the home is located; [see 24 CFR 982.628(b)].

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

The cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home;

Principal and interest on initial debt incurred to finance purchase of cooperative membership shares and any refinancing of such debt;

Home insurance;

\$50.00 annually

SNRHA utility allowance for the home; and

Major repairs and replacement limited to \$100.00 annually

Maintenance Allowance of \$50.00 annually

SNRHA will not deduct additional expenses for homes such as extra home life coverage, etc take out against a mortgage nor will it pay additional subsidy for equity loans against the original mortgage or other refinancing that result in increase payments. Refinancing that result in decreased mortgage obligations shall result in decreased subsidy payments effective the month after the change. All changes must be reported in writing within 30 calendar days of the effective date.

15-VIII. PORTABILITY [24 CFR 982.636, 982.637, 982.353(b) and (c), 982.552, 982.553]

Subject to the restrictions on portability included in HUD regulations and SNRHA policies, a family may exercise portability if the receiving PHA is administering a voucher homeownership program and accepting new homeownership families. SNRHA may absorb the family into its voucher program, or bill the initial PHA.

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

15-VII.M. MOVING WITH CONTINUED ASSISTANCE [24 CFR 982.637]

A family receiving homeownership assistance may move with continued tenant-based assistance. The family may move with voucher rental assistance or with voucher homeownership assistance.



Continued tenant-based assistance for a new unit cannot begin so long as any family member holds title to the prior home.

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

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

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

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

SNRHA Policy

For families participating in the homeownership option, requests to move will be approved and/or denied in accordance with SNRHA policies stated in Chapter 10.

SNRHA will not require additional counseling of any families who move with continued assistance.

15-VII.N. DENIAL OR TERMINATION OF ASSISTANCE [24 CFR 982.638]

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

SNRHA may also deny or terminate assistance for violation of participant obligations described in 24 CFR Parts 982.551 or 982.633 and in accordance with its own policy, with the exception of failure to meet obligations under the Family Self-Sufficiency program as prohibited under the alternative requirements set forth in FR Notice 12-29-2014.

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

SNRHA Policy

SNRHA will terminate a family's homeownership assistance if the family violates any of the homeowner obligations, as well as for any of the reasons listed in the Statement of Homeownership Obligation Housing Choice Voucher Homeownership Program. In making its decision to terminate homeownership assistance, SNRHA will consider alternatives as described in Section 12-IIC and other factors described in Section 12-II D. Upon consideration of such alternatives and factors, SNRHA may, on a case-by-case basis, choose not to terminate assistance.



Termination notices will be sent in accordance with the requirements and policies set forth in Section 12-III.E.

15-VII.O. DEFAULT

SNRHA Policy

If the family defaults on the home mortgage loan, the participant will not be able to use the homeownership voucher for rental housing but may reapply for the Section 8 -HCV waiting list, if the waiting list is open.

15-VII.P. RECAPTURE

SNRHA Policy

By regulation, SNRHA cannot recapture any of the HCV Homeownership assistance, unless there is an act of fraud.

H

Occupancy by Police Officers – No change

Non Smoking Policies- - Change was made to include vaping. Vaping/electronic cigarettes are prohibited for use in units, common areas and within 25 feet of the exterior. E- Cigarettes produce a number of dangerous chemicals for the user and in the second hand smoke which is released into the air.

Occupancy by Over Income Families – According to Federal Regulation, if a household's income has exceeded 120% of the area median income (AMI) for two consecutive years, SNRHA must terminate the families within tenancy six (6) of the second income determination or charge the family a monthly rent equal to the greater of (1) the applicable Fair Market Rent (2) the amount of monthly subsidy for the unit including amounts from the operating and capital funds, as determined by regulation.

At the time of the interim or annual if the family is reported to be at or 120 % AMI, the household will be notified of the two year period in writing.

TAB 9

Mixed Finance Modernization or Development

Please refer to the following Demolition and/or Disposition Section for proposed SNRHA's Mixed Finance or Development Plans.

The Wardelle Street Townhouses Project is under new construction of (57) family units, and a Clubhouse/Management Office/Maintenance Building located on a portion of the site of the former Ernie Cragin Terrace (NV210/AMP305 portion of) public housing development located at the corner of Wardelle and Bonanza APN Nos 139-25-410-039 / 139-25-410-040 / 139-25-410-041 totaling 7.77 acres. The parcels were subdivided from three to two parcels by the City of Las Vegas and assigned a new address of 700 Wardelle Street consisting of parcels APN 139-25-405-011 (6.47 acres) and 139-25-405-012 (1.3 acres). The additional 1.3 acres fronting Bonanza Road Street will be available for the future construction of the Strong Start Academy at Wardelle Street which is an Early Childhood Education Center that will be developed by the City of Las Vegas to provide services to the families at the Wardelle Street Townhouses and local community.

The unit mix will be 24 1-bedroom units, 23 2-bedroom units and 10 3-bedroom units which includes 20 public housing at <30% AMI, and 37 project-based vouchers (9 at <30% & 28 at <50% AMI). These townhomes will help meet the need for affordable housing in the City of Las Vegas and will complement the City's proposed early childhood educational facility and the County's new East Las Vegas Branch public library, both on adjacent parcels. They will also serve as a stimulus for other developments in the vicinity and promote a more vibrant neighborhood environment. SNRHA will self-develop this project.

The project was awarded \$1 mil in HOME Funds from Clark County and \$1.5 mil in Home Funds from the City of Las Vegas. Construction was completed February 2021.

Archie Grant Park is undergoing a Comprehensive Rehabilitation of the 66 units on the northern parcel of the development. The units will be completely stripped replacing all electrical and plumbing infrastructure, roofing, hvac, windows, all appliances and fixtures and interior & exterior painting. New underground water and sewer, landscaping, fencing and the majority of the sidewalks will also be replaced. The 59 units on the southern parcel were upgraded in 2007 but will receive new roofing, hvac units, exterior painting and interior repairs as needed. Construction was completed March 2021.

The site is located in a governmentally determined Opportunity Zone, a new investment program to spur economic development in economically-distressed communities under the Tax Cuts and Jobs Act of 2017.

An agreement was signed with Brinshore Development to develop the 35 acres of the Marble Manor project under a mixed-finance, mixed-used development. The SNRHA will also submit a 2021 HUD CNI application for this project as well.

Ernie Cragin Terrace 28th & Sunrise. Project is currently on hold pending planned widening of the I-515 by the Nevada Department of Transportation. Status of project will not be known until January 2023.

TAB 10

Demolition and/or Disposition

As a result of the Authority’s extensive redevelopment activities, several of the Authority’s family developments were included as considerations for demolition and/or disposition. Landsman Gardens – NV018013003 and Biegger Estates – NV018013406 have been disposed as part of the Rental Assistance Demonstration (RAD) Program process. Vera Johnson B – NV018002411 originally disposed as part of the Mixed Finance has converted under RAD Program process. Rose Gardens – NV018007403 has been disposed of as part of the RAD Program Conversion and the Old Rose Gardens building was demolished. Espinoza Terrace NV018007404 has been disposed as part of the RAD Program Conversion. Vera Johnson Manor “A” - NV018002412 was disposed as part of the Mixed Finance process. Archie Grant Park NV018007401 has been disposed as part of the RAD Program Conversion.

The SNRHA is considering several Public Housing Properties for Demolition or Disposition through Mixed Finance sources. A Request For Qualifications was issued March 2019 to solicit a Master Developer for the Mixed Income Redevelopment of Marble Manor. The selected developer will be responsible for providing a vision of a mixed financed, mixed-income development of the Marble Manor site creating a diverse community incorporated into the surrounding neighborhood. The vision should include strengthening the economic vitality of the area, supporting the functions of daily life including education, recreation, retail and community facilities as well as compliment the goals of the City of Las Vegas Hundred Plan and Vision 2045 Plan for the Historic Westside. The developer will select a consultants, contractor and professional design team as well as identify various sources of public/private financing for the redevelopment. Upon Board Approval in February 2020, the SNRHA entered into a Memorandum of Understanding for planning and redevelopment activities prior to entering into a Master Developer Agreement in October 2020.

The SNRHA, in March 2019, returned the Chaps for Arthur Sartini Plaza & Annex NV018002402, Ernie Cragin Annex NV018002406, Hullum Homes NV018002407 and Jones Gardens NV018002407.

SNRHA has submitted or will be submitting Demolition/Disposition application for the following public housing properties:

Demolition/Disposition Activity Description
1a. Development name: Sherman Annex /Marble Annex/Sherman Gardens/ Villa Capri
1b. Development (project) number: AMP 408 (NV39P002006a/203b/214/215)
2. Activity type: Demolition and/or Disposition through the Rental Assistance Demonstration (RAD) Program or Mixed Finance process
3. Application status: Planned application
4. Date application planned for submission: TBD
5. Number of units affected: 314 (154+20+82+60)
6. Coverage of action: Partial or Total AMP
7. Timeline for activity: Projected start date: TBD- Projected end date: TBD

Demolition/Disposition Activity Description
1a. Development name: Archie Grant
1b. Development (project) number: AMP 401 (NV39P002005)
2. Activity type: Demolition and/or Disposition through the Rental Assistance Demonstration (RAD) Program or Mixed Finance process
3. Application status: Part of 1st Group Portfolio RAD Application submitted 2015
4. Date application planned for submission: 2015

Demolition and/or Disposition

5. Number of units affected: 125 [RAD Application affects 59 units]
6. Coverage of action: Partial or Total AMP
7. Timeline for activity: Projected start date October 2020 Projected end date: March 2021

Demolition/Disposition Activity Description
1a. Development name: Marion Bennett Plaza
1b. Development (project) number: AMP 413 (NV39P018316)
2. Activity type: Demolition and/or Disposition through the Rental Assistance Demonstration (RAD) Program or Mixed Finance process
3. Application status: Part of 1st Group Portfolio RAD Application submitted 2015
4. Date application planned for submission: 2015
5. Number of units affected: 65
6. Coverage of action: Partial or Total AMP
7. Timeline for activity: Projected start date: Rad Conversion Commitment Received March 2019 Projected end date: November 2019

Demolition/Disposition Activity Description
1a. Development name: Lubertha Johnson
1b. Development (project) number: AMP 401 (NV39P0181321)
2. Activity type: Demolition and/or Disposition through the Rental Assistance Demonstration (RAD) Program or Mixed Finance process
3. Application status: Part of 1st Group Portfolio RAD Application submitted 2015
4. Date application planned for submission: 2015
5. Number of units affected: 112
6. Coverage of action: Partial or Total AMP
7. Timeline for activity: Projected start date: Rad Conversion Commitment Received April 2019 Projected end date: November 2019

Demolition/Disposition Activity Description
1a. Development name: James Down Towers
1b. Development (project) number: AMP 402 (NV39P002012)
2. Activity type: Demolition and/or Disposition through the Rental Assistance Demonstration (RAD) Program or Mixed Finance process
3. Application status: Part of 2nd Group Portfolio RAD Application submitted 2015 RFP solicited for General Contractor
4. Date application planned for submission: 2015
5. Number of units affected: 200
6. Coverage of action: Partial or Total AMP
7. Received Board of Commissioners Approval to prepare a RAD Application for RAD/Section Blend for construction services for comprehensive rehabilitation.
8. Timeline for activity: Projected start date: April 2022 Projected end date: May 2023

Demolition and/or Disposition

Demolition/Disposition Activity Description
1a. Development name: Otto Merida Desert Villas
1b. Development (project) number: AMP 405 (NV39P002048)
2. Activity type: Demolition and/or Disposition through the Rental Assistance Demonstration (RAD) Program or Mixed Finance process
3. Application status: Part of 1st Group Portfolio RAD Application submitted 2015
4. Date application planned for submission: 2015
5. Number of units affected: 60
6. Coverage of action: Partial or Total AMP
7. Timeline for activity: Projected start date: TBA Projected end date: TBA

Demolition/Disposition Activity Description
1a. Development name: Marble Manor
1b. Development (project) number: AMP 407 (NV39P002001/02/03a/04a)
2. Activity type: Demolition and/or Disposition or Mixed Finance/Mixed Income development process. HUD Choice Neighborhood Initiative.
3. Application status: TBA
4. Date application planned for submission: TBA
5. Number of units affected: 235
6. Coverage of action: Partial or Total AMP
7. Timeline for activity: Projected start date: TBA Projected end date: TBA

Demolition/Disposition Activity Description
1a. Development name: Former Ernie Cragin Terrace
1b. Development (project) number: Former AMP 305 (NV39P002009/010/013)
2. Activity type: Demolition and/or Disposition through a Mixed Finance process
3. Application status: #DDA0003322 Approved 05/18/2009. Demolition completed 2010. Disposition of vacant land: TBD
4. Date application planned for submission: 08/2008; Amended 03/2016
5. Number of units affected: 251
6. Coverage of action: Demolition: Total AMP - demolition completed 2010 Disposition Vacant Land: Partial or Total
<ul style="list-style-type: none"> • NV39P002009 [Vacant Land: APN139-36-3002-005. Acreage 6.05] • NV39P002010 [Vacant Land: APN 139-36-210-004. Acreage 9.01]
7. NV39P002013 [Vacant Land: APN 139-25-410-039/040/041. Acreage 7.73] – disposition application submitted March 2019 to develop Wardelle Street Townhouses LLC completed February 2021
8. Timeline for activity: Disposition of Vacant Land through Mixed Finance process Projected start date: Est TBD Projected end date: Est. TBD

TAB 11



U.S. Department of Housing and Urban Development
San Francisco Regional Office - Region IX
One Sansome Street, Suite 1200
San Francisco, California 94104-4430
www.hud.gov
espanol.hud.gov

June 23, 2020

Chad Williams
Executive Director
Southern Nevada Regional Housing Authority
340 N 11th Street
Las Vegas, NV 89101

Dear Mr. Williams:

This letter is in response to the Southern Nevada Regional Housing Authority's (SNRHA) request to renew its Designated Housing Plan (Plan) approved on May 17, 2011, with a subsequent 2-year extension beginning on May 19, 2018. The San Francisco Field Office received a request to further extend the Plan on February 11, 2020.

Elderly Population Designation

Development Name	Development Number	Bedroom Type Proposed for Designation			Total Units Proposed for Designation	Total Public Housing Units
		0 - BR	1 - BR	2 - BR		
Levy Gardens	NV018002404	46	102	2	150	150
James Down Towers	NV018002403	0	198	2	200	200
Sartini Plaza	NV018002402	0	218	2	220	220
Total		46	518	6	570	570

The renewal Plan has been technically approved on April 10, 2020. HUD has 60 days from the submission of the request for the extension of the designated housing plan to provide their assessment. The Plan was still reviewed in accordance with the requirements of Section 7 of the United States Housing Act, as amended, and Notice PIH 2007-01 (HA).

The Plan will be in effect for 2 years from the day following the expiration of the current Plan, April 10, 2022. Prior to the expiration of the 2-year period, the SNRHA may submit written requests for an additional 2-year extension. If you have any questions, please feel free to contact Rebecca Rudzianis, Portfolio Management Specialist, at (415) 489-6636.

The Department wishes the SNRHA continued success in implementing its Designated Housing Plan.

Sincerely,

A handwritten signature in black ink, consisting of a large, stylized loop followed by a horizontal line extending to the right.

Gerard Windt
Director
Office of Public Housing

TAB 12

Conversion of Public Housing (RAD)

ATTACHMENT

FY2022 ANNUAL PLAN

RENTAL ASSISTANCE DEMONSTRATION (RAD) PROGRAM

Under an innovative new program called Rental Assistance Demonstration (RAD), the U.S. Department of Housing and Urban Development (HUD) is allowing housing authorities to rehabilitate and preserve their aging public housing developments using a variety of public and private affordable housing resources including tax-exempt bonds supported by project-based rental assistance, Federal Low-Income Housing Tax Credits and Public Housing Capital Funds (CFP) including Replacement Housing Factor Funds (RHF).

The SNRHA is amending its Annual 2018 PHA Plan because it was a successful applicant in the Rental Assistance Demonstration (RAD) Portfolio Application for Group I. As a result, the SNRHA will be converting to Project Based Vouchers under the guidelines of PIH Notice 2012-32, REV-1 and any successor Notices.

Upon conversion to Project Based Vouchers the Authority will adopt the resident rights, participation, waiting list and grievance procedures listed in Section 1.6 of PIH Notice 2012-32, REV-2; and Joint Housing PIH Notice H-2014-09/PIH-2014-17 and any successor Notices. These resident rights, participation, waiting list and grievance procedures are listed in the beginning of this document. Additionally, the SNRHA certifies that it is currently compliant with all fair housing and civil rights requirements.

Please be aware that upon conversion, the Authority’s Capital Fund Budget will be reduced by the pro rata share of Public Housing Developments converted as part of the Demonstration, and that SNRHA may also borrow funds to address their capital needs. The SNRHA will also be contributing Operating Reserves in the estimated amount of \$1MIL and/or Capital Funds in the estimated amount of \$6MIL towards these new conversions. The SNRHA currently has **no** debt under the Capital Fund Financing Program or under an Energy Performance Contract.

The SNRHA continues with its efforts to convert more public housing assistance under the RAD Program. The SNRHA currently is **not** under a voluntary compliance agreement, consent order or consent decree, ~~or~~ final judicial ruling or administrative ruling or decision therefore; there is no negative impact by the conversion activities. Additionally, SNRHA certifies that all RAD conversion comply and will continue to comply with all applicable site selection and neighborhood review standards and all appropriate procedures have been and will continue to be followed.

Below please find a table listing each of the provisions affecting residents’ rights, participation, waiting list and grievance procedures. The table lists the provisions applicable to the type of conversion (PBV or PBRA) that the PHA is proposing. This list is not a substitute for providing a copy of the relevant tenant protections listed below.

Project Based Voucher (PBV) Requirements (Section 1.6 of PIH Notice 2012-32, REV-3 and Notice H 2016-17; PIH2016-17	Project Based Rental Assistance (PBRA) Requirements (Section 1.7 of PIH Notice 2012-32, REV-3 and Notice H 2016-17; PIH2016-17
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Conversion of Public Housing (RAD)

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Tenant Protections Under Notice H 2016-17; PIH 2016-17	
1. Right to Return and Relocation Assistance	1. Right to Return and Relocation Assistance
Tenant Protections Under Section 1.6.C (PBV) or Section 1.7.B (PBRA)	
1. No re-screening of tenants upon conversion	1. No re-screening of tenants upon conversion;
2. Under-Occupied Unit	2. Under-Occupied Unit (See Section 1.7)
3. Renewal of Lease	3. N/A
4. Phase-in of tenant rent increase:	4. Phase-in of tenant rent increase:
5. FSS and ROSS-SC programs;	5. FSS and ROSS-SC programs;
6. Resident Participation and Funding.	6. Resident Participation and Funding.
7. Termination notification	7. Termination notification
8. Grievance process	8. Grievance process
9. Earned Income Disregard.	9. Earned Income Disregard.
10. Jobs Plus	10. Jobs Plus
11. When Total Tenant Payment Exceeds Gross Rent	11. When Total Tenant Payment Exceeds Gross Rent
Tenant Protections Under Section 1.6.D (PBV) or Section 1.7.C (PBRA)	
1. Establishment of Waiting List	1. Establishment of Waiting List
2. Choice Mobility	2. Choice Mobility

SNRHA RAD Conversion Status is as follows:

Project Description

Vera Johnson Manor “B” (former AMP 410)
503 North Lamb Blvd., Las Vegas, NV 89110
APN#: 140-31-501-017 (9.46 acres)

RAD Conversion Update: In 2016 the SNRHA converted Vera Johnson Manor B, a 112-unit family public housing development located in the City of Las Vegas, Nevada, to Project Based Section 8 under the Rental Assistance Demonstration Program. Vera Johnson Manor B initially closed in 2015 as a Mixed Finance Transaction. Construction was completed in May 2016 and the property reached 100% lease-up in June 2016. After construction was completed 104 public housing units were converted to RAD in November 2016. The SNRHA partnered with Nevada HAND for this project.

Financing for Vera Johnson Manor B includes equity from the sale of 9% Low Income Housing Tax Credits issued through the Nevada Housing Division, SNRHA public housing capital funds and HOME funds from the City of Las Vegas.

The property renovations included comprehensive modernization of all 112 family units [104 Public

Conversion of Public Housing (RAD)

ATTACHMENT

Housing Units plus 8 HOME Units] and complete site upgrades. The comprehensive modernization work included high energy-efficiency standards, high efficiency heating and cooling equipment, EnergyStar appliances, low-E argon thermal pane windows, high R- value wall and attic insulation, ceiling fans, and automatic timer thermostat controls. The development also promotes water conservation with extensive xeriscaping landscape. The work also included the construction of a new single story community/administrative building containing a large multipurpose room, warming kitchen, classrooms, a computer lab, a library/reading room, leasing office, and space for supportive service providers where the SNRHA and local service organizations will provide a variety of programs to residents such as after-school activities for youth, financial literacy, and resource referrals to nutrition and wellness programs.

Project Description

Landsman Gardens (former AMP 317)
750 Major Street, Henderson, NV 89015
APN#: 179-17-503-001 and 003 (11.11 acres)

RAD Conversion Update: In 2014 the SNRHA converted Landsman Gardens, a 100-unit family public housing development located in the Valley View neighborhood of Henderson, Nevada, to Project Based Section 8 under the Rental Assistance Demonstration Program. Landsman Gardens is the first FHA-financed project in the nation to close under the Rental Assistance Demonstration (RAD) program. Construction was completed December 2014 and reached 100% lease-up March 2015.

Financing for Landsman Gardens included tax-exempt bonds issued by the Nevada Housing Division and insured under the FHA 221(d)(4) mortgage guarantee program, equity from the sale of 4% Low Income Housing Tax Credits to PNC Real Estate, short-term tax-exempt bonds for construction from Citi Community Capital, public housing capital funds and operating reserves from the SNRHA, HUD HOME funds from the City of Henderson, Affordable Housing Program (AHP) funds from the Federal Home Loan Bank of San Francisco, sponsored by City National Bank and grant funds from Wells Fargo Housing Foundation.

The property renovations included a comprehensive modernization of all of the units, The comprehensive modernization work included high energy-efficiency standards, high efficiency heating and cooling equipment, EnergyStar appliances, low-E argon thermal pane windows, high R- value wall and attic insulation, ceiling fans, and automatic timer thermostat controls. The development also promotes water conservation with extensive xeriscaping landscape. The work also included the upgrades of the community/administrative building containing a large multipurpose room, warming kitchen, classrooms, a computer lab, a library/reading room, leasing office, and space for supportive service providers and Learning Center where the SNRHA and local service organizations will provide a variety of programs to residents such as after-school activities for youth, financial literacy, and resource referrals to nutrition and wellness programs.

Landsman Gardens is an important housing asset for the Las Vegas Valley as it includes a complement of scarce two-, three-, four-, and five-bedroom units, serving large families. Through the RAD program the development will be preserved in the long term for a new generation of families in need of decent, safe and affordable housing.

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Project Description

Biegger Estates (former AMP 406)
5701 Missouri St. #35, Las Vegas, NV 89122
APN#: 161-28-603-001 (11 acres)

RAD Conversion Update: In 2017 the SNRHA converted Biegger Estates, a 119-unit family public housing development located in Clark County, Nevada, to Project Based Section 8 under the Rental Assistance Demonstration Program. Financing for Biegger Estates included equity from the sale of 9% Low Income Housing Tax Credits issued through the Nevada Housing Division and SNRHA public housing capital funds. Construction was completed in phases with the final phase completed in June 2017 and reached 100% lease-up June 2017. The SNRHA self-develop this project.

Biegger Estates was constructed in 1985 and opened in 1986 as the 8th family housing development of the former Clark County Housing Authority. The property consists of 33 single-story wood frame residential buildings with stucco exteriors on an 11-acre site. The roofs are gable style with asphalt shingles. The unit mix in the 33 residential buildings is as follows:

No. of PH Units	Bdrm Distribution	SF
87	2 Bedroom/1 Bathroom	782 SF
22	3 Bedroom/1 Bathroom	1,009 SF
10	4 Bedroom/2 Bathroom	1,116 SF
119		101,428 SF

No changes to the number of units or the bedroom distribution of the units occurred as part of the conversion.

The property renovations included comprehensive modernization of all 119 family units and complete site upgrades. The comprehensive modernization work included high energy-efficiency standards, high efficiency heating and cooling equipment, EnergyStar appliances, low-E argon thermal pane windows, high R- value wall and attic insulation, ceiling fans, and automatic timer thermostat controls. The development also promotes water conservation with extensive xeriscaping landscape. The work also included the upgrades to the maintenance shop and the community/administrative building containing a multipurpose room, warming kitchen, a computer lab, a library/reading room, leasing office, and space for supportive service providers where the SNRHA and local service organizations will provide a variety of programs to residents such as after-school activities for youth, financial literacy, and resource referrals to nutrition and wellness programs.

Estimated Project Schedule

RAD Application: March 2015 (actual)
NHD 9% LIHTC Application: May 2015 (actual)
Construction Start: May 2016 (actual)
Construction Completion: July 2017 (actual)
Full Occupancy: July 2017 (actual)

Conversion of Public Housing (RAD)

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Project Description

Rose Gardens (AMP 403)
 1632 Yale Street, North Las Vegas, NV 89030
 APN #: 139-22-810-041 (3.85 acres)

RAD Conversion Update: In March 2015 the SNRHA submitted a RAD application for Rose Gardens (AMP403) receiving a Conditional Housing Assistance Payment (CHAP) agreement in July 2015 for conversion of assistance to Project Based Voucher (PBV) under RAD. The SNRHA submitted in FY 2016 a Bond/4% Tax Credit Application for the re-development of all 120 units (off-site). The SNRHA partnered with NV HAND for this project.

Rose Gardens was constructed in 1972 and acquired and opened in 1975, as the second senior housing development of the former City of North Las Vegas Housing Authority. Currently Rose Gardens has an Elderly Population Designation. The property consists of 2 three-story low rise elevator style structures on a 3.85-acre site. The buildings are slab on grade with a wood siding exterior. The unit mix is as follows:

No. of PH Units	Bdrm Distribution	SF
60	0 Bedroom/1 Bathroom	370 SF
60	1 Bedroom/1 Bathroom	503 SF
120		52,380 SF

The unit numbers will not change however; the bedroom distribution of the units will change as follows: 70%-85%-1Bdrm units [approx. 600 sq. ft.] and 15%-30% 2Bdrm units [approx. 775 sq. ft.] as part of the conversion.

<u>Name of Public Housing Project:</u> ROSE GARDENS	<u>PIC Development ID:</u> NV018007001	<u>Conversion type (i.e., PBV or PBRA):</u> PBV	<u>Transfer of Assistance:</u> Yes Proposed Location: 1731 Yale Street. NLV, NV. 89030 APN: 139-22-801-002 <u>No. of Units</u> Transferring: 120
<u>Total Units:</u> 120	<u>Pre- RAD Unit Type (i.e., Family, Senior, etc.):</u> Senior	<u>Post-RAD Unit Type if different (i.e., Family, Senior, etc.):</u> Senior	<u>Capital Fund allocation of Development:</u> \$112,549.27
Bedroom Type	Number of Units Pre-Conversion	Number of Units Post-Conversion:	Change in Number of Units per Bedroom Type and Why?
Studio/Efficiency	60	0	
One Bedroom	60	102	Unit Reconfiguration
Two Bedroom	0	18	Unit Reconfiguration
Three Bedroom	0	0	
Four Bedroom	0	0	
Five Bedroom	0	0	

Conversion of Public Housing (RAD)

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Six Bedroom	0	0	
Total:	120	120	
(If Performing a Transfer of Assistance)	The property proposed for the transfer of assistance is across the street from Rose Gardens [former Casa Rosa Public Housing site which was demolished in July 2010 as approved by HUD and SAC]. This property is also a part of the existing Rose Gardens AMP. The existing units are extremely small 370SF-530SF and very difficult to lease. The proposed units will be more spacious, ranging from 600SF-775SF, with more amenities. Units will be more attractive and more marketable. We propose to relocate the tenants into the new building once the construction is complete at the new location and then demolish the existing Rose Gardens structure; the SNRHA is not anticipating any changes in the policies that govern eligibility, admission, selection and occupancy of units at the project after it has been converted.		

Estimated Project Schedule

RAD Application: March 2015 (actual)
Bond 4% LIHTC Application: July 2016 (actual)
Construction Start: October 2017 (actual)
Construction Completion: November 2018 (actual)
Full Occupancy: January 2019 (actual)

Project Description

Espinoza Terrace (AMP 404)
171 West Van Wagenen Street, Henderson, NV 89015
APN #: 179-18-401-003 (10.68 acres)

RAD Conversion Update: In 2015 the SNRHA submitted Espinoza Terrace (AMP 404) as part of the first group of its RAD portfolio application. The CHAP was received in March 2017. The SNRHA submitted in FY 2017 a 9% Tax Credit Application for the re-development of all 100 senior units. The project has received HOME Funds allocations in the amount of \$1MIL from Clark County and \$750K from the City of Henderson. Financing is anticipated to close in March 2018 with construction completion in April 2019. The SNRHA will self-develop this project.

Espinoza Terrace entails the acquisition/rehabilitation of an existing 100-unit low-income senior development located in Henderson, NV. The property was constructed in 1973 under the Federal Low-Income Public Housing program and is owned and operated by the Southern Nevada Regional Housing Authority (SNRHA).

The goals of the rehabilitation include:

- o To remove hazardous lead- and asbestos-containing materials and bring the units up to modern standards including new plumbing, wiring, cabinets, countertops, sinks, tubs and vanities, painting, flooring and appliances;
- o To increase the living area within the units by small bump-outs to exterior walls and/or re-purposing of storage space;
- o To meet and/or exceed energy conservation requirements as detailed in Section 12 of the

Conversion of Public Housing (RAD)

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2017 Nevada Housing Division Qualified Allocation Plan, and to lower future utility costs for the tenants and the owner; this will include new vinyl dual-pane windows, new exterior doors, additional furring, insulation and duct work, and the addition of gas-fired tankless hot water heaters;

- o To increase site security and “defensible space” through landscaping and improved site lighting; and,
- o To reduce water consumption through the replacement of some lawn areas with low-maintenance rock and desert landscaping and the addition of low-flow faucets and commodes.

Espinoza Terrace was constructed in 1973 and consists of 19 single-story wood frame buildings with stucco exteriors on a 10.68-acre site. The roofs are gable style with asphalt shingles. The unit mix in the 19 residential buildings is as follows:

No. of PH Units	Bdrm Distribution	Existing SF	Proposed SF
60	0 Bedroom/1 Bathroom	388 SF	466 SF
36	1 Bedroom/1 Bathroom	547 SF	600 SF
4	2 Bedroom/1 Bathroom	677 SF	692 SF
100		45,680 SF	52,328 SF

At this time we are not anticipating to change the number of units or the bedroom distribution of the units proposed as part of the conversion.

Estimated Project Schedule

RAD Application: March 2015 (actual) NHD 9% LIHTC Application: May 2017
Construction Start: July 2018 (actual)
Construction Completion: January 2020 (actual)
Full Occupancy: June 2020

Next Group of RAD Applications: Our RAD portfolio application was approved at the 08/21/15 SNRHA Board of Commissioners meeting and was submitted to HUD on 11/05/15. Properties included are as follows

RAD Portfolio First Group: 1) Otto Merida (AMP405), 2) Lubertha Johnson (AMP 401), 3) Bennett Plaza (AMP 401), 4) Espinoza Terrace (AMP 404), 5) Hullum Homes (AMP 407), 6) Jones Gardens (AMP 407), 7) Sartini Plaza (AMP 402) and 8) Sartini Annex (AMP 402), 9) Archie Grant (South Parcel) (AMP 401) and 10) Ernie Cragin Terrace (AMP 406) totaling 844 public housing units.

RAD Portfolio First Group Update: In 2015 the SNRHA submitted the First Group of its RAD portfolio application. The CHAP was received on August 24, 2017 and we received an extension from HUD through August 2018. Below, please find specific information related to the Public Housing Developments selected for RAD Portfolio Group 1.

The SNRHA will initially move forward with the RAD conversion of the properties that do not require any capital improvement due to the age of construction and/or due to recent modernization therefore; relocation will not be required at these properties. The SNRHA returned the CHAPS for the following properties in March 2015: Hullum Homes, Jones Gardens, Sartini Plaza, Sartini Annex, and Ernie Cragin Terrace. Archie Grant Park was revised to include both parcels.

Conversion of Public Housing (RAD)

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The status of the remaining properties are as follows:

DEVELOPMENT # 1 - AMP 405			
<u>Name of Public Housing Project</u>	<u>PIC Dev ID:</u>	<u>Conversion type (PBV or PBRA):</u>	<u>Transfer of Assistance:</u>
OTTO MERIDA DESERT VILLAS	NV018002315	PBV	No
<u>Address</u>	<u>Yr. Built</u>	<u>APN No.</u>	<u>No. of Acres:</u>
3901 East Charleston, Las Vegas, NV 89104	2007	140-31-402-001	8.13
<u>Total Units:</u>	<u>Pre- RAD Unit Type (i.e., Family, Senior, etc.):</u>	<u>Post-RAD Unit Type if different (i.e., Family, Senior, etc.)</u>	<u>2017 Capital Fund allocation of Development:</u>
60	FAMILY	FAMILY	\$54,384.00
<u>Bedroom Type</u>	<u>Number of Units Pre-Conversion</u>	<u>Number of Units Post-Conversion</u>	<u>Change in No. of Units per Bdrm Type and Why?</u>
Studio/Efficiency	0	0	No changes on No. of Units or Bdrm. Type
One Bedroom	0	0	
Two Bedroom	27	27	
Three Bedroom	30	30	
Four Bedroom	3	3	
Total:	60	60	
<u>(If Performing a Transfer of Assistance):</u>		N/A	
<u>RAD Conversion Type:</u>		Acquisition with no Rehabilitation	
<u>Type of Relocation:</u>		No Relocation Required	
<u>Property Information:</u>		The property was constructed in 2007 under the Federal Low-Income Public Housing Mixed Finance Program.	
<u>Anticipated RAD Conversion:</u>		TBA	

DEVELOPMENT # 2 - AMP 401			
<u>Name of Public Housing Project</u>	<u>PIC Dev ID:</u>	<u>Conversion type (PBV or PBRA):</u>	<u>Transfer of Assistance:</u>
LUBERTHA JOHNSON ESTATES	NV018013021	PBV	No
<u>Address</u>	<u>Yr. Built</u>	<u>APN No.</u>	<u>No. of Acres:</u>
3900 E. Perry Street, Las Vegas, NV 89122	2012	161-16-401-006	6.35

Conversion of Public Housing (RAD)

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<u>Total Units:</u>	<u>Pre- RAD Unit Type (i.e., Family, Senior, etc.):</u>	<u>Post-RAD Unit Type if different (i.e., Family, Senior, etc.)</u>	<u>2017 Capital Fund allocation of Development:</u>
112	SENIOR	SENIOR	\$97,862.24
<u>Bedroom Type</u>	<u>Number of Units Pre-Conversion</u>	<u>Number of Units Post-Conversion</u>	<u>Change in No. of Units per Bdrm Type and Why?</u>
Studio/Efficiency	0	0	No changes on No. of Units or Bdrm Type
One Bedroom	89	89	
Two Bedroom	23	23	
Three Bedroom	0	0	
Four Bedroom	0	0	
Total:	112	112	
<u>(If Performing a Transfer of Assistance)</u>		N/A	
<u>RAD Conversion Type:</u>		Acquisition with no Rehabilitation	
<u>Type of Relocation:</u>		No Relocation Required	
<u>Property Information:</u>		The property was constructed in 2012 under the Federal Low-Income Public Housing Program.	
<u>RAD Conversion:</u>		November 2019	

DEVELOPMENT # 3 - AMP 413			
<u>Name of Public Housing Project</u>	<u>PIC Dev ID:</u>	<u>Conversion type (PBV or PBRA):</u>	<u>Transfer of Assistance:</u>
MARION BENNETT PLAZA	NV018002316	PBV	No
<u>Address</u>	<u>Yr. Built</u>	<u>APN No.</u>	<u>No. of Acres:</u>
1818 Balzar Avenue, Las Vegas, NV 89106	2010	139-21-102-008	4.38
<u>Total Units:</u>	<u>Pre- RAD Unit Type (i.e., Family, Senior, etc.):</u>	<u>Post-RAD Unit Type if different (i.e., Family, Senior, etc.)</u>	<u>2017 Capital Fund allocation of Development:</u>
65	SENIOR	SENIOR	\$56,795.05

Conversion of Public Housing (RAD)

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Bedroom Type	Number of Units Pre-Conversion	Number of Units Post-Conversion	Change in No. of Units per Bdrm Type and Why?
Studio/Efficiency	0	0	No changes on No. of Units or Bdrm. Type
One Bedroom	60	60	
Two Bedroom	5	5	
Three Bedroom	0	0	
Four Bedroom	0	0	
Total:	65	65	
(If Performing a Transfer of Assistance)		N/A	
RAD Conversion Type:		Acquisition with no Rehabilitation	
Type of Relocation:		No Relocation Required	
Property Information:		The property was constructed in 2010 under the Federal Low-Income Public Housing Mixed Finance Program.	
RAD Conversion:		November 2019	

SNRHA will also be working on the next group of RAD conversions. Due to the age of construction these groups of properties will require significant rehabilitation. The goal of the rehabilitation includes but is not limited to:

- o To remove hazardous lead-and-asbestos-containing materials and bring the units up to modern standards including new plumbing, wiring, cabinets, countertops, sinks, tubs and vanities, painting, flooring and appliances;
- o To increase the living area within units, as permitted, by small bump-outs to exterior walls and/or re-purposing storage space;
- o To meet and/or exceed energy conservation requirements as detailed in the current Nevada Housing Division Qualified Allocation Plan, and to lower future utility costs for the tenants and the owner; this will include new vinyl dual-pane windows, new exterior doors, additional furring, insulation and duct work, and the addition of gas-fired tankless hot water heaters;
- o To increase site security and “defensible space” through landscaping and improved site lighting; and,
- o To reduce water consumption through the replacement of some lawn areas with low-maintenance rock and desert landscaping and the addition of low-flow faucets and commodes.

SNRHA has been looking at several financing options in order to maximize benefits to the tenants as well as to the SNRHA.

SNRHA will be using public and private affordable housing financing resources to fund the planned upgrades to the properties to continue to improve them without converting to RAD.

Conversion of Public Housing (RAD)

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Funds sources includes but are not limited to:

- Tax-Exempt bonds supported by project-based rental assistance
- Federal Low Income Housing Tax Credit (LIHTC), from State of Nevada
- Public Housing Capital Funds (CFP) including Replacement Housing Factor (RHF) Funds from HUD
- Federal Home Loan Bank of San Francisco (FHLB SF) Affordable Housing Program
- HOME Funds from applicable jurisdictions and Clark County
- SNRHA Operating Reserves and/or Development Funds
- Private Activity Bonds
- Other funding sources in the banking industry

The SNRHA may self-develop or partner with a developer for some or all of these projects.

The construction work will be completed in phases. The first group of residents may be temporarily relocated off-site. The following group of residents will then be relocated to a newly renovated unit that meets the family’s needs.

These properties are as follows:

DEVELOPMENT # 4 - AMP 401			
<u>Name of Public Housing Project</u>	<u>PIC Dev ID:</u>	<u>Conversion type (PBV or PBRA):</u>	<u>Transfer of Assistance:</u>
ARCHIE GRANT PARK	NV018002302	PBV	No
<u>Address</u>	<u>Yr. Built</u>	<u>APN No.</u>	<u>No. of Acres:</u>
1720/1721 Searles Ave. Las Vegas, NV 89101	1963	139-26-102-008 139-26-201-005	13.14
<u>Total Units:</u>	<u>Pre- RAD Unit Type (i.e., Family, Senior, etc.):</u>	<u>Post-RAD Unit Type if different (i.e., Family, Senior, etc.)</u>	<u>2017 Capital Fund allocation of Development:</u>
125	SENIOR	SENIOR	\$109,221.25
<u>Bedroom Type</u>	<u>Number of Units Pre-Conversion</u>	<u>Number of Units Post-Conversion</u>	<u>Change in No. of Units per Bdrm Type and Why?</u>
Studio/Efficiency	40	40	No changes on No. of Units or Bdrm Type
One Bedroom	72	72	
Two Bedroom	13	13	
Three Bedroom	0	0	
Four Bedroom	0	0	

Conversion of Public Housing (RAD)

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Total:	125	125	
(If Performing a Transfer of Assistance)	N/A		
RAD Conversion Type:	Acquisition with Rehabilitation		
Type of Relocation:	Temporary relocation [on-site or off-site] required for first group of construction for the 66 units located at 1720 Searles Ave. [APN 139-26-102-008]		
Property Information:	The property was constructed in 1963 under the Federal Low-Income Public Housing Program. In 2007 comprehensive modernization was completed in the 59 units located at 1721 Searles Ave. [APN 139-26-201-005]		
RAD Conversion:	October 2019		

TAB 13

Units with Approved Vacancies for Modernization

The following information updates the agency plan to provide detailed information regarding units scheduled from comprehensive modernization and/or modernization/ energy upgrades, for the public housing properties previously identified in the Capital Funds Program Grants.

Units scheduled for construction work that will required PIC unit status update to “Undergoing Modernization” are listed in the following tables:

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY UNITS SCHEDULED FOR MODERNIZATION CFP 2018– CFP 2023					
AMP No.	Unit Number	Unit Address	Scope of Work	Estimated Completion	Count
Vera Johnson A: A/E Contract presented at the December 2014 Board Meeting. A/E Design completed in 2015. SNRHA proceeding with a 9% Tax Credit application May 2016 to assist with the financing of the construction and will be disposing the property through a Mixed Finance process. Completed August 2018.					

AMP	Unit	Unit Address	Scope Of work	Estimated Completion	Count
SCATTERED SITE UNITS - A/E & Energy Consultants Contracts will be required. Work to be completed in phases and as permitted by funding.					
409	00200F	200 FULLERTON AVE	Modernization/Energy Upg.	2030	1
409	00212F	212 FULLERTON AVE	Modernization/Energy Upg.	2030	1
409	00220F	220 FULLERTON AVE	Modernization/Energy Upg.	2030	1
409	00234F	234 FULLERTON AVE	Modernization/Energy Upg.	2030	1
409	00235C	235 CONCHO DR	Modernization/Energy Upg.	2030	1
409	00247F	247 FULLERTON AVE	Modernization/Energy Upg.	2030	1
409	00248W	248 WINONA CT	Modernization/Energy Upg.	2030	1
409	00251W	251 WINONA DR	Modernization/Energy Upg.	2030	1
409	00369M	369 MANZANITA STREET	Modernization/Energy Upg.	2030	1
409	00408D	408 DAFFODIL DR	Modernization/Energy Upg.	2030	1
409	00424D	424 DAFFODIL DR	Modernization/Energy Upg.	2030	1
409	00428B	428 BOTTLE BRUSH WAY	Modernization/Energy Upg.	2030	1
409	00447B	447 BELL AVE	Modernization/Energy Upg.	2030	1
409	00450C	450 CRESTWAY RD	Modernization/Energy Upg.	2030	1
409	00452C	452 CRESTWAY RD	Modernization/Energy Upg.	2030	1
409	00467B	467 BELL AVE	Modernization/Energy Upg.	2030	1
409	00508D	508 DUTCHMAN AVE	Modernization/Energy Upg.	2030	1
409	00518H	518 HOLICK AVE	Modernization/Energy Upg.	2030	1
409	00525B	525 BARRET	Modernization/Energy Upg.	2030	1
409	00529Z	529 ZUBER AVE	Modernization/Energy Upg.	2030	1
409	00531H	531 HOLICK AVE	Modernization/Energy Upg.	2030	1
409	00536V	536 VAN DORNUM	Modernization/Energy Upg.	2030	1
409	00548R	548 ROLLY STREET	Modernization/Energy Upg.	2030	1
409	00937M	937 MAJOR	Modernization/Energy Upg.	2030	1

Units with Approved Vacancies for Modernization

409	01003D	1003 DRIFTWOOD CT	Modernization/Energy Upg.	2030	1
409	01006B	1006 BROOKSIDE CT	Modernization/Energy Upg.	2030	1
409	01015T	1015 TIMBERLINE CT	Modernization/Energy Upg.	2030	1
409	01453P	1453 PRICE STREET	Modernization/Energy Upg.	2030	1
409	01601C	1601 CHESTNUT STREET	Modernization/Energy Upg.	2030	1
409	01713C	1713 CHESTNUT STREET	Modernization/Energy Upg.	2030	1
409	01728C	1728 CARITA	Modernization/Energy Upg.	2030	1
					31
316	00501B	501 BASTANCHURY AVE	Modernization/Energy Upg.	2030	1
316	00533H	533 HOLICK AVE	Modernization/Energy Upg.	2030	1
316	00549E	549 ENGEL AVE	Modernization/Energy Upg.	2030	1
316	01003W	1003 WOODSIDE CT	Modernization/Energy Upg.	2030	1
316	01449P	1449 PRICE STREET	Modernization/Energy Upg.	2030	1
316	01833M	1833 MARGARITA	Modernization/Energy Upg.	2030	1
316	01931R	1931 RED SAND CT	Modernization/Energy Upg.	2030	1
316	01940D	1940 DUNNAM STREET	Modernization/Energy Upg.	2030	1
316	01941D	1941 DUNNAM STREET	Modernization/Energy Upg.	2030	1
					9
316	00138P	138 PARRISH	Modernization/Energy Upg.	2030	1
316	00489B	489 BATTLE MOUNTAIN	Modernization/Energy Upg.	2030	1
316	01325N	1325 NAY COURT	Modernization/Energy Upg.	2030	1
316	01388C	1388 CHRISTY LANE	Modernization/Energy Upg.	12/2020	1
316	01868W	1868 WINTERWOOD	Modernization/Energy Upg.	2030	1
316	01881C	1881 CORVETTE	Modernization/Energy Upg.	2030	1
316	01901T	1901 TURTLE ROCK ST	Modernization/Energy Upg.	2030	1
316	01933S	1933 SPINDRIFT CT	Modernization/Energy Upg.	2030	1
316	02262S	2262 SABROSO	Modernization/Energy Upg.	2030	1
316	02860B	2860 BEACONFALLS	Modernization/Energy Upg.	2030	1
316	03620W	3620 WALNUT	Modernization/Energy Upg.	2030	1
316	03624W	3624 WHISPERING NTV	Modernization/Energy Upg.	2030	1
316	03680N	3680 NEW HORIZON	Modernization/Energy Upg.	2030	1
316	03828K	3828 KELLOGG	Modernization/Energy Upg.	2030	1
316	03874J	3874 JONTUE	Modernization/Energy Upg.	2030	1
316	03876K	3876 KELLOGG	Modernization/Energy Upg.	2030	1
316	03908T	3908 TATIANA	Modernization/Energy Upg.	2030	1
316	03909J	3909 JONTUE	Modernization/Energy Upg.	2030	1
316	03950W	3950 WOODSIDE	Modernization/Energy Upg.	2030	1
316	03987G	3987 GULLIVER	Modernization/Energy Upg.	2030	1
316	04041B	4041 BRIGHT STAR	Modernization/Energy Upg.	2030	1
316	04089S	4089 STUDIO	Modernization/Energy Upg.	2030	1
316	04282P	4282 PARAMOUNT	Modernization/Energy Upg.	2030	1
316	04347B	4347 BORATKO	Modernization/Energy Upg.	2030	1

Units with Approved Vacancies for Modernization

316	04372S	4372 SHALIMAR	Modernization/Energy Upg.	2030	1
316	04439M	4439 MICHIGAN	Modernization/Energy Upg.	2030	1
316	04469F	4469 FABERGE	Modernization/Energy Upg.	2030	1
316	04658A	4658 ALEXANDER	Modernization/Energy Upg.	2030	1
316	04673B	4673 BUMBLEBEE CIR	Modernization/Energy Upg.	2030	1
316	05365S	5365 SIGNET COURT	Modernization/Energy Upg.	2030	1
316	05469E	5469 EASTBROOK	Modernization/Energy Upg.	2030	1
316	05606B	5606 BIG SEA	Modernization/Energy Upg.	2030	1
316	05632G	5632 GAZEBO WAY	Modernization/Energy Upg.	2030	1
316	05723F	5723 FORSYTHE DRIVE	Modernization/Energy Upg.	2030	1
316	05750B	5750 BLUE SEA	Modernization/Energy Upg.	2030	1
316	05819E	5819 EMERALD CANYON	Modernization/Energy Upg.	2030	1
316	06380P	6380 PINEHILL	Modernization/Energy Upg.	2030	1
316	06871J	6871 JUDSON AVE.	Modernization/Energy Upg.	2030	1
316	06880A	6880 ARROYO	Modernization/Energy Upg.	2030	1
					39
409	00049P	49 PARRISH	Modernization/Energy Upg.	2030	1
409	00066P	66 PARRISH	Modernization/Energy Upg.	2030	1
409	00436L	436 LINN LANE	Modernization/Energy Upg.	2030	1
409	00732B	732 BETTY LANE	Modernization/Energy Upg.	2030	1
409	01173C	1173 CHRISTY LANE	Modernization/Energy Upg.	2030	1
409	01253E	1253 EBBETTS PASS	Modernization/Energy Upg.	2030	1
409	01288C	1288 CHRISTY LANE	Modernization/Energy Upg.	2030	1
409	01320P	1320 PLEASANT BROOK	Modernization/Energy Upg.	2030	1
409	01373B	1373 BRADHURST	Modernization/Energy Upg.	2030	1
409	01488C	1488 CHRISTY LANE	Modernization/Energy Upg.	2030	1
409	01502M	1502 MAPLE LEAF	Modernization/Energy Upg.	2030	1
409	01527C	1527 CHRISTY LANE	Modernization/Energy Upg.	2030	1
409	01608S	1608 STARRIDGE WAY	Modernization/Energy Upg.	2030	1
409	01678S	1678 STARRIDGE	Modernization/Energy Upg.	2030	1
409	01687C	1687 CHRISTY LANE	Modernization/Energy Upg.	2030	1
409	01688L	1688 LABRADOR DRIVE	Modernization/Energy Upg.	2030	1
409	01831S	1831 SKYWOOD	Modernization/Energy Upg.	2030	1
409	01838V	1838 VENALYNNE	Modernization/Energy Upg.	2030	1
409	01877C	1877 CORVETTE	Modernization/Energy Upg.	2030	1
409	01910C	1910 CITROEN	Modernization/Energy Upg.	2030	1
409	01956P	1956 PASADENA	Modernization/Energy Upg.	2030	1
409	02091B	2091 BOWSTRING DRIVE	Modernization/Energy Upg.	2030	1
409	02253S	2253 SIERRA SUNRISE	Modernization/Energy Upg.	2030	1
409	02289S	2289 SIERRA SUNRISE	Modernization/Energy Upg.	2030	1
409	02296S	2296 SIERRA SUNRISE	Modernization/Energy Upg.	2030	1
409	02334S	2334 SABROSO	Modernization/Energy Upg.	2030	1
409	02339S	2339 SABROSO	Modernization/Energy Upg.	2030	1

Units with Approved Vacancies for Modernization

409	02363S	2363 SABROSO	Modernization/Energy Upg.	2030	1
409	02429P	2429 PINE CREEK	Modernization/Energy Upg.	2030	1
409	02459P	2459 PINE CREEK	Modernization/Energy Upg.	2030	1
409	02551O	2551 OAK GLEN WAY	Modernization/Energy Upg.	2030	1
409	02580O	2580 OAK GLEN WAY	Modernization/Energy Upg.	2030	1
409	02751S	2751 SANDY LANE	Modernization/Energy Upg.	2030	1
409	02823P	2823 PISCES	Modernization/Energy Upg.	2030	1
409	03250R	3250 RIO GRANDE	Modernization/Energy Upg.	2030	1
409	03624S	3624 SAN FRANCISCO	Modernization/Energy Upg.	2030	1
409	03651B	3651 BRIARCLIFF	Modernization/Energy Upg.	2030	1
409	03664L	3664 LONE OAK	Modernization/Energy Upg.	2030	1
409	03744B	3744 BRIARCLIFF	Modernization/Energy Upg.	2030	1
409	03754B	3754 BRIARCLIFF	Modernization/Energy Upg.	2030	1
409	03761G	3761 GEIST	Modernization/Energy Upg.	2030	1
409	03780K	3780 KELLOGG	Modernization/Energy Upg.	2030	1
409	03877K	3877 KELLOGG	Modernization/Energy Upg.	2030	1
409	03884L	3884 LINCOLN	Modernization/Energy Upg.	2030	1
409	03896T	3896 TATIANA	Modernization/Energy Upg.	2030	1
409	03915J	3915 JONTUE	Modernization/Energy Upg.	2030	1
409	03926S	3926 STEINBECK	Modernization/Energy Upg.	2030	1
409	03934J	3934 JONTUE	Modernization/Energy Upg.	2030	1
409	03951L	3951 LINCOLN	Modernization/Energy Upg.	2030	1
409	03964W	3964 WHITEHORSE	Modernization/Energy Upg.	2030	1
409	03974B	3974 BADILLO	Modernization/Energy Upg.	2030	1
409	03992L	3992 LINCOLN	Modernization/Energy Upg.	2030	1
409	04149S	4149 STUDIO	Modernization/Energy Upg.	2030	1
409	04187B	4187 BORATKO	Modernization/Energy Upg.	2030	1
409	04190S	4190 STUDIO	Modernization/Energy Upg.	2030	1
409	04201C	4201 CALIMESA	Modernization/Energy Upg.	2030	1
409	04230S	4230 STUDIO	Modernization/Energy Upg.	2030	1
409	04237B	4237 BORATKO	Modernization/Energy Upg.	2030	1
409	04249W	4249 WENDY LANE	Modernization/Energy Upg.	2030	1
409	04251C	4251 CALIMESA	Modernization/Energy Upg.	2030	1
409	04254T	4254 TOLKIEN	Modernization/Energy Upg.	2030	1
409	04270S	4270 STUDIO	Modernization/Energy Upg.	2030	1
409	04292P	4292 PARAMOUNT	Modernization/Energy Upg.	2030	1
409	04336F	4336 FABERGE	Modernization/Energy Upg.	2030	1
409	04343F	4343 FABERGE	Modernization/Energy Upg.	2030	1
409	04399W	4399 WENDY	Modernization/Energy Upg.	2030	1
409	04409F	4409 FABERGE	Modernization/Energy Upg.	2030	1
409	04427F	4427 FAIRMONT CIRCLE	Modernization/Energy Upg.	2030	1
409	04469M	4469 MICHIGAN	Modernization/Energy Upg.	2030	1

Units with Approved Vacancies for Modernization

409	04496P	4496 PUREZA	Modernization/Energy Upg.	2030	1
409	04747I	4747 IMPERIAL	Modernization/Energy Upg.	07/2018	1
409	05225S	5225 SANDSTONE	Modernization/Energy Upg.	2030	1
409	05241G	5241 GAINSMILL ST	Modernization/Energy Upg.	2030	1
409	05260B	5260 BLOSSOM	Modernization/Energy Upg.	2030	1
409	05307W	5307 WELLESLEY	Modernization/Energy Upg.	2030	1
409	05308P	5308 PLAINVIEW	Modernization/Energy Upg.	2030	1
409	05330P	5330 PLAINFIELD	Modernization/Energy Upg.	2030	1
409	05347S	5347 SIGNET CT	Modernization/Energy Upg.	2030	1
409	05360S	5360 SIGNET CT.	Modernization/Energy Upg.	2030	1
409	05421E	5421 EASTBROOK	Modernization/Energy Upg.	2030	1
409	05423P	5423 POMEROY CIRCLE	Modernization/Energy Upg.	2030	1
409	05459R	5459 REQUA	Modernization/Energy Upg.	2030	1
409	05503W	5503 WHITE CAP	Modernization/Energy Upg.	2030	1
409	05526B	5526 BLUE SEA	Modernization/Energy Upg.	2030	1
409	05545W	5545 WHITE CAP	Modernization/Energy Upg.	2030	1
409	05607B	5607 BIG SEA	Modernization/Energy Upg.	2030	1
409	05611B	5611 BIG SEA	Modernization/Energy Upg.	2030	1
409	05661O	5661 ODESSA	Modernization/Energy Upg.	2030	1
409	05671W	5671 WHITE CAP	Modernization/Energy Upg.	2030	1
409	05714B	5714 BALLINGER	Modernization/Energy Upg.	2030	1
409	05721O	5721 ODESSA	Modernization/Energy Upg.	2030	1
409	05756B	5756 BLUE SEA	Modernization/Energy Upg.	2030	1
409	06360P	6360 PINE HILL ST	Modernization/Energy Upg.	2030	1
409	06368P	6368 PINEHILL	Modernization/Energy Upg.	2030	1
409	06382D	6382 DALLASWOOD LN	Modernization/Energy Upg.	2030	1
409	06752T	6752 TIFFOLLO	Modernization/Energy Upg.	2030	1
409	06777A	6777 ARROYO	Modernization/Energy Upg.	2030	1
409	06781L	6781 LA RONDA	Modernization/Energy Upg.	2030	1
409	07325V	7325 VIREO DR	Modernization/Energy Upg.	2030	1
					99
310	226005	3933 NEW HOPE WAY	Modernization/Energy Upg.	2030	1
310	226006	2933 BRADY AV	Modernization/Energy Upg.	09/2020	1
310	226010	4449 COOL VALLY DR	Modernization/Energy Upg.	2030	1
310	226011	2624 DEMETRIUS AVE	Modernization/Energy Upg.	2030	1
310	226014	17 MINNESOTA STREET	Modernization/Energy Upg.	2030	1
310	226015	1532 ARTHUR AV	Modernization/Energy Upg.	2030	1
310	226017	3624 PARK OLIVER DR	Modernization/Energy Upg.	2030	1
310	226018	4044 LA BREA CT	Modernization/Energy Upg.	2030	1
310	226024	1001 NEWPORT ST	Modernization/Energy Upg.	2030	1

Units with Approved Vacancies for Modernization

310	226025	47 NORTH SANDHILL ROAD	Modernization/Energy Upg.	2030	1
310	226028	59 NORTH SANDHILL ROAD	Modernization/Energy Upg.	2030	1
310	226032	583 REEF DRIVE	Modernization/Energy Upg.	2030	1
310	226033	1128 NASSAU DRIVE	Modernization/Energy Upg.	2030	1
310	226037	701 NORTH 22ND STREET	Modernization/Energy Upg.	2030	1
310	226041	917 NORTH 22ND STREET	Modernization/Energy Upg.	2030	1
310	226042	2000 WENDELL AVE	Modernization/Energy Upg.	2030	1
					16
310	230004	1433 PATRIOT	Modernization/Energy Upg.	2030	1
310	230005	3625 BROOKDALE	Modernization/Energy Upg.	2030	1
310	230007	121 DAISSETTA	Modernization/Energy Upg.	2030	1
310	230009	3629 PARK OLIVER	Modernization/Energy Upg.	2030	1
310	230011	221 BEECHGATE	Modernization/Energy Upg.	2030	1
310	230012	3601 SEQUOIA	Modernization/Energy Upg.	2030	1
310	230013	908 SCARLETT RIDGE	Modernization/Energy Upg.	2030	1
310	230015	221 OAKFORD	Modernization/Energy Upg.	2030	1
310	230017	6724 SHEFFIELD	Modernization/Energy Upg.	2030	1
310	230023	732 LINCOLN	Modernization/Energy Upg.	2030	1
310	230025	4617 CURDSEN	Modernization/Energy Upg.	2030	1
310	230026	6617 GAZELLE	Modernization/Energy Upg.	2030	1
310	230027	1705 AMBOY	Modernization/Energy Upg.	2030	1
					13
310	232001	551 BAY BERRY	Modernization/Energy Upg.	2030	1
310	232002	4109 HARRIS	Modernization/Energy Upg.	2030	1
310	232004	6636 ESCALON	Modernization/Energy Upg.	2030	1
310	232006	4805 LANCEWOOD	Modernization/Energy Upg.	2030	1
310	232007	4737 CONCORD VILLAGE	Modernization/Energy Upg.	2030	1
310	232008	4613 BRISTOL MANOR	Modernization/Energy Upg.	2030	1
310	232009	7005 CORNFLOWER	Modernization/Energy Upg.	2030	1
310	232013	2348 BRISTOL BRUSH	Modernization/Energy Upg.	2030	1
310	232015	736 TAFT	Modernization/Energy Upg.	2030	1
310	232016	6712 WENATCHEE DR	Modernization/Energy Upg.	2030	1
310	232017	7924 FANCIFUL	Modernization/Energy Upg.	2030	1
310	232019	1929 RIDGEFIELD	Modernization/Energy Upg.	2030	1
310	232020	4204 TIMPANI DR	Modernization/Energy Upg.	2030	1
310	232022	1840 RIDGEFIELD	Modernization/Energy Upg.	2030	1
310	232023	507 PRESCOTT	Modernization/Energy Upg.	2030	1
310	232026	1105 PARLIAMENT	Modernization/Energy Upg.	2030	1
310	232028	6541 MIRAGRANDE	Modernization/Energy Upg.	2030	1

Units with Approved Vacancies for Modernization

					17
409	246001	2309 BRISTOL VIEW	Modernization/Energy Upg.	2030	1
409	246002	1020 BIRD SPRINGS	Modernization/Energy Upg.	2030	1
409	246003	7133 LARKVALE	Modernization/Energy Upg.	2030	1
409	246004	3213 TERRA BELLA	Modernization/Energy Upg.	2030	1
409	246005	1232 SILVER PROSPECT	Modernization/Energy Upg.	2030	1
409	246006	505 LIGHT BEAM	Modernization/Energy Upg.	2030	1
409	246007	736 LINCOLN	Modernization/Energy Upg.	2030	1
409	246008	7289 GOLDEN STAR	Modernization/Energy Upg.	2030	1
409	246009	3809 VALLEY FORGE	Modernization/Energy Upg.	2030	1
409	246010	9313 CHILLY POND	Modernization/Energy Upg.	2030	1
409	246011	409 TOBLER	Modernization/Energy Upg.	2030	1
409	246012	4116 HAZELRIDGE	Modernization/Energy Upg.	2030	1
409	246013	4832 MONTEBELLO	Modernization/Energy Upg.	2030	1
409	246014	4128 COMPASS ROSE	Modernization/Energy Upg.	2030	1
409	246015	2328 BRISTOL BRUSH	Modernization/Energy Upg.	2030	1
409	246016	1445 LILAC BREEZE	Modernization/Energy Upg.	2030	1
409	246017	6512 RAIN FOREST	Modernization/Energy Upg.	2030	1
409	246018	9144 GREEN FROST DRIVE	Modernization/Energy Upg.	2030	1
409	246019	5517 TINCUP DRIVE	Modernization/Energy Upg.	2030	1
409	246020	2245 FLORISSANT DRIVE	Modernization/Energy Upg.	2030	1
409	246021	5321 LAMBROOK DRIVE	Modernization/Energy Upg.	2030	1
409	246022	6724 CHEHALIS CIRCLE	Modernization/Energy Upg.	2030	1
409	246023	4216 ESTABAN CT	Modernization/Energy Upg.	2030	1
409	246024	7624 VELVET CANYON	Modernization/Energy Upg.	2030	1
409	246025	1913 HARVEST DRIVE	Modernization/Energy Upg.	2030	1
409	246026	6545 LEMITAR DRIVE	Modernization/Energy Upg.	2030	1
409	246027	3217 POINT LOBOS DRIVE	Modernization/Energy Upg.	2030	1
409	246028	8244 WILLETA AVE	Modernization/Energy Upg.	2030	1
409	246029	9124 BUCKSPRINGS DRIVE	Modernization/Energy Upg.	2030	1
409	246030	501 LIGHT BEAM	Modernization/Energy Upg.	2030	1
409	246031	2304 BRISTOL BRUSH WAY	Modernization/Energy Upg.	2030	1
409	246032	2808 WHISTLING VINE	Modernization/Energy Upg.	2030	1
409	246033	7937 COPPER CANYON ROAD	Modernization/Energy Upg.	2030	1
409	246034	7433 SAYBROOK POINT DRIVE	Modernization/Energy Upg.	2030	1
409	246035	8352 COVE LANDING	Modernization/Energy Upg.	2030	1
409	246036	8100 SICKLE LANE	Modernization/Energy Upg.	2030	1
409	246037	917 ROCKAWAY	Modernization/Energy Upg.	2030	1
409	246038	9149 SPARKLEWOOD COURT	Modernization/Energy Upg.	2030	1
409	246039	1233 SILVER PROSPECT	Modernization/Energy Upg.	2030	1

Units with Approved Vacancies for Modernization

409	246040	529 CROFT WAY	Modernization/Energy Upg.	2030	1
409	246041	4145 COMPASS ROSE WAY	Modernization/Energy Upg.	2030	1
409	246042	732 TAFT COURT	Modernization/Energy Upg.	2030	1
409	246043	3209 TERRA BELLA	Modernization/Energy Upg.	2030	1
409	246044	9178 JEWEL CRYSTAL COURT	Modernization/Energy Upg.	2030	1
409	246045	6320 COPPER FIELD	Modernization/Energy Upg.	2030	1
409	246046	109 LUCY THOMPSON	Modernization/Energy Upg.	2030	1
409	246047	709 MARIE FENLON DRIVE	Modernization/Energy Upg.	2030	1
409	246048	3229 POINT LOBOS DRIVE	Modernization/Energy Upg.	2030	1
409	246049	4241 TIMPANI DRIVE	Modernization/Energy Upg.	2030	1
409	246050	6309 GREYHAWK AVENUE	Modernization/Energy Upg.	2030	1
409	246051	5517 LIVERPOOL	Modernization/Energy Upg.	2030	1
409	246052	7412 LATTIMORE	Modernization/Energy Upg.	2030	1
409	246053	4037 HAZELRIDGE	Modernization/Energy Upg.	2030	1
409	246054	6225 BURNT HILLS DRIVE	Modernization/Energy Upg.	2030	1
409	246055	4116 BROWND EER	Modernization/Energy Upg.	2030	1
409	246056	4120 HAZELRIDGE	Modernization/Energy Upg.	2030	1
409	246057	6517 CAPRICORN	Modernization/Energy Upg.	2030	1
409	246058	2328 REDDON CIRCLE	Modernization/Energy Upg.	2030	1
409	246059	1721 VILLA VISTA WAY	Modernization/Energy Upg.	2030	1
409	246060	9305 Dancing Daffodil	Modernization/Energy Upg.	2030	1
409	246061	4540 ARROWROOT AVE	Modernization/Energy Upg.	2030	1
409	246062	1313 LUCIA DRIVE	Modernization/Energy Upg.	2030	1
409	246063	4009 BROADRIVER	Modernization/Energy Upg.	2030	1
409	246064	6329 CARMEN BLVD	Modernization/Energy Upg.	2030	1
409	246065	2213 WILHELMINA	Modernization/Energy Upg.	2030	1
409	246066	8249 WILLETA AVE	Modernization/Energy Upg.	2030	1
409	246067	8004 MOUNT ROYAL COURT	Modernization/Energy Upg.	2030	1
409	246068	4233 TIMPANI DRIVE	Modernization/Energy Upg.	2030	1
409	246069	1437 BLUSHING BRIDE ST	Modernization/Energy Upg.	2030	1
409	246070	4056 HAZELRIDGE	Modernization/Energy Upg.	2030	1
409	246071	416 SARAJANE LANE	Modernization/Energy Upg.	2030	1
409	246072	628 THRUSH DRIVE	Modernization/Energy Upg.	2030	1
409	246073	9161 SPARKLEWOOD	Modernization/Energy Upg.	2030	1
409	246074	7504 CRYSTAL ISLE WAY	Modernization/Energy Upg.	2030	1
409	246075	7209 LONESOME CIRCLE	Modernization/Energy Upg.	2030	1
409	246076	3512 GOLDEN PEDAL	Modernization/Energy Upg.	2030	1
409	246077	6596 SOCORRO DRIVE	Modernization/Energy Upg.	2030	1
409	246078	1828 NAVAJO LAKE WAY	Modernization/Energy Upg.	2030	1
409	246079	2713 COFFEE POT COURT	Modernization/Energy Upg.	2030	1
409	246080	6708 PAINTED CANYON COURT	Modernization/Energy Upg.	2030	1

Units with Approved Vacancies for Modernization

409	246081	1833 VILLA VISTA WAY	Modernization/Energy Upg.	2030	1
409	246082	5428 KETTERING PLACE	Modernization/Energy Upg.	2030	1
409	246083	2820 WHISTLING VINES	Modernization/Energy Upg.	2030	1
409	246084	6368 CANYON DAWN	Modernization/Energy Upg.	2030	1
409	246085	449 WARMSIDE DRIVE	Modernization/Energy Upg.	2030	1
409	246086	4016 COMPASS ROSE WAY	Modernization/Energy Upg.	2030	1
409	246087	2809 WINDSTORM AVE	Modernization/Energy Upg.	2030	1
409	246088	8332 SAN GRAIL CT	Modernization/Energy Upg.	2030	1
409	246089	7417 SAYBROOK POINT DRIVE	Modernization/Energy Upg.	2030	1
409	246090	6700 SHEFFIELD	Modernization/Energy Upg.	2030	1
409	246091	3901 PROCLAMATION PLACE	Modernization/Energy Upg.	2030	1
409	246092	3328 HYANNIS CIR	Modernization/Energy Upg.	2030	1
409	246093	1305 LITTLE DIPPER ST	Modernization/Energy Upg.	2030	1
409	246094	6336 GREYHAWK AVE	Modernization/Energy Upg.	2030	1
409	246095	6604 LEMITAR	Modernization/Energy Upg.	2030	1
409	246097	1300 SunPoint Drive	Modernization/Energy Upg.	2030	1
409	246098	7748 BROTHERS BAY CT	Modernization/Energy Upg.	2030	1
409	246099	1880 ANN GRETA DR	Modernization/Energy Upg.	2030	1
409	246100	6912 DELOREAN CIRCLE	Modernization/Energy Upg.	2030	1
409	246101	6376 VIOLET BLOSSOM DRIVE	Modernization/Energy Upg.	2030	1
409	246102	4404 NARIT DRIVE	Modernization/Energy Upg.	2030	1
409	246103	6825 SHEFFIELD DR	Modernization/Energy Upg.	2030	1
409	246104	7717 PARAKEET AVE	Modernization/Energy Upg.	2030	1
409	246105	6253 SPANISH MOSS	Modernization/Energy Upg.	2030	1
409	246106	208 COCONUT GROVE	Modernization/Energy Upg.	2030	1
409	246107	8440 STAPLETON AVE	Modernization/Energy Upg.	2030	1
409	246108	7820 TOMICH AVE	Modernization/Energy Upg.	2030	1
409	246109	3429 Trilogy Dr	Modernization/Energy Upg.	2030	1
409	246110	1344 WHEATLAND WY	Modernization/Energy Upg.	2030	1
409	246111	7000 CORNFLOWER DR	Modernization/Energy Upg.	2030	1
409	246112	1125 CORAL ISLE	Modernization/Energy Upg.	2030	1
409	246113	1961 COSTELLO	Modernization/Energy Upg.	2030	1
409	246114	8200 Carmen	Modernization/Energy Upg.	2030	1
409	246115	7708 VELVET CANYON AVE	Modernization/Energy Upg.	2030	1
409	246116	9304 JUMPIN JUNIPER AVE	Modernization/Energy Upg.	2030	1
409	246117	9352 RED ROSE AVE	Modernization/Energy Upg.	2030	1
409	246118	907 VANTAGE POINT ROAD	Modernization/Energy Upg.	2030	1
409	246119	6732 THEUS CIRCLE	Modernization/Energy Upg.	2030	1
409	246120	6936 MANISTEE COURT	Modernization/Energy Upg.	2030	1
409	246121	1708 Golden Sky Drive	Modernization/Energy Upg.	2030	1
409	246122	3405 MISTY EVENING STREET	Modernization/Energy Upg.	2030	1

Units with Approved Vacancies for Modernization

409	246123	6609 OUIDA WAY	Modernization/Energy Upg.	2030	1
409	246124	5505 LIVERPOOL	Modernization/Energy Upg.	2030	1
409	246125	4132 GLENFIELD CIRCLE	Modernization/Energy Upg.	2030	1
409	246126	6532 Wild River	Modernization/Energy Upg.	2030	1
409	246127	6217 Caprino Avenue	Modernization/Energy Upg.	2030	1
409	246128	6644 Messenger	Modernization/Energy Upg.	2030	1
409	246129	7137 Village Shore	Modernization/Energy Upg.	2030	1
409	246130	7124 Desert Clover	Modernization/Energy Upg.	2030	1
409	246131	9513 Sweet Sage Avenue	Modernization/Energy Upg.	2030	1
409	246132	4433 MOSSY ROCK COURT	Modernization/Energy Upg.	2030	1
409	246133	1408 DRESDEN DOLL	Modernization/Energy Upg.	2030	1
409	246134	6741 BREMERTON CR	Modernization/Energy Upg.	2030	1
409	246135	4116 Talavera Court	Modernization/Energy Upg.	2030	1
409	246136	4124 TALAVERA COURT	Modernization/Energy Upg.	2030	1
409	246137	5521 CLEARY COURT	Modernization/Energy Upg.	2030	1
409	246138	2020 JADE HILLS COURT	Modernization/Energy Upg.	2030	1
409	246139	6220 LA MADRE WAY	Modernization/Energy Upg.	2030	1
409	246140	1201 RAINBOW MEADOWS DRIV	Modernization/Energy Upg.	2030	1
409	246141	5320 RANCHER AVENUE	Modernization/Energy Upg.	2030	1
409	246142	9512 Fox Forest Ave	Modernization/Energy Upg.	2030	1
409	246143	532 RIVER BED STREET	Modernization/Energy Upg.	2030	1
409	246144	5101 YELLOW DAWN	Modernization/Energy Upg.	2030	1
409	246145	6568 SWEETZER WAY	Modernization/Energy Upg.	2030	1
409	246146	7005 BALLROOM COURT	Modernization/Energy Upg.	2030	1
409	246147	5708 ROYAL CASTLE LANE	Modernization/Energy Upg.	2030	1
409	246148	7257 CREST PEAK AVENUE	Modernization/Energy Upg.	2030	1
409	246149	5701 GRAND ENTRIES DRIVE	Modernization/Energy Upg.	2030	1
409	246150	8524 LAST POINT AVENUE	Modernization/Energy Upg.	2030	1
409	246151	6600 WOODSWORTH AVENUE	Modernization/Energy Upg.	2030	1
409	246152	8133 HYDRA LANE	Modernization/Energy Upg.	2030	1
409	246153	6653 PROSPECT CLAIM COURT	Modernization/Energy Upg.	2030	1
409	246154	4521 Soda Ash Ave	Modernization/Energy Upg.	2030	1
409	246155	4572 MORNING JEWEL AVENUE	Modernization/Energy Upg.	2030	1
409	246156	1236 LUCKY GOLD COURT	Modernization/Energy Upg.	2030	1
					155
409	247001	2712 RISING LEGEND WAY	Modernization/Energy Upg.	2030	1
409	247002	2349 HEATHER MEADOWS COURT	Modernization/Energy Upg.	2030	1
409	247003	1425 HELEN BELLE DRIVE	Modernization/Energy Upg.	2030	1
409	247004	740 CONCRETE COURT	Modernization/Energy Upg.	2030	1
409	247005	4801 LINKWOOD DRIVE	Modernization/Energy Upg.	2030	1

Units with Approved Vacancies for Modernization

409	247006	4568 ROSS AVE	Modernization/Energy Upg.	2030	1
409	247007	4420 BRISTOL MANOR DR	Modernization/Energy Upg.	2030	1
					7
					386

AMP No.	Unit Number	Unit Address	Scope of Work	Estimated Completion	Count
Espinoza Terrace – Rental Assistance Demonstration (RAD) Program application submitted 2015. Anticipated approval 2016. CHAP Received March 2017. Estimated Construction NTP Date: 2018. Anticipated Completion: 2019					
404	00ET1A	171 VAN WAGENEN #1A	Comprehensive Modernization	04/2019	1
404	00ET1B	171 VAN WAGENEN #1B	Comprehensive Modernization		1
404	00ET1C	171 VAN WAGENEN #1C	Comprehensive Modernization		1
404	00ET1D	171 VAN WAGENEN #1D	Comprehensive Modernization		1
404	00ET2A	171 VAN WAGENEN #2A	Comprehensive Modernization		1
404	00ET2B	171 VAN WAGENEN #2B	Comprehensive Modernization		1
404	00ET2C	171 VAN WAGENEN #2C	Comprehensive Modernization		1
404	00ET2D	171 VAN WAGENEN #2D	Comprehensive Modernization		1
404	00ET2E	171 VAN WAGENEN #2E	Comprehensive Modernization		1
404	00ET2F	171 VAN WAGENEN #2F	Comprehensive Modernization		1
404	00ET3A	171 VAN WAGENEN #3A	Comprehensive Modernization		1
404	00ET3B	171 VAN WAGENEN #3B	Comprehensive Modernization		1
404	00ET3C	171 VAN WAGENEN #3C	Comprehensive Modernization		1
404	00ET3D	171 VAN WAGENEN #3D	Comprehensive Modernization		1
404	00ET3E	171 VAN WAGENEN #3E	Comprehensive Modernization		1
404	00ET3F	171 VAN WAGENEN #3F	Comprehensive Modernization		1
404	00ET4A	171 VAN WAGENEN #4A	Comprehensive Modernization		1
404	00ET4B	171 VAN WAGENEN #4B	Comprehensive Modernization		1
404	00ET4C	171 VAN WAGENEN #4C	Comprehensive Modernization		1
404	00ET4D	171 VAN WAGENEN #4D	Comprehensive Modernization		1
404	00ET4E	171 VAN WAGENEN #4E	Comprehensive Modernization		1
404	00ET4F	171 VAN WAGENEN #4F	Comprehensive Modernization		1
404	00ET5A	171 VAN WAGENEN #5A	Comprehensive Modernization		1
404	00ET5B	171 VAN WAGENEN #5B	Comprehensive Modernization		1
404	00ET5C	171 VAN WAGENEN #5C	Comprehensive Modernization	04/2019	1

Units with Approved Vacancies for Modernization

404	00ET5D	171 VAN WAGENEN #5D	Comprehensive Modernization	04/2019	1
404	00ET5E	171 VAN WAGENEN #5E	Comprehensive Modernization		1
404	00ET5F	171 VAN WAGENEN #5F	Comprehensive Modernization	04/2019	1
404	00ET6A	171 VAN WAGENEN #6A	Comprehensive Modernization	06/2019	1
404	00ET6B	171 VAN WAGENEN #6B	Comprehensive Modernization		1
404	00ET6C	171 VAN WAGENEN #6C	Comprehensive Modernization		1
404	00ET6D	171 VAN WAGENEN #6D	Comprehensive Modernization		1
404	00ET7A	171 VAN WAGENEN #7A	Comprehensive Modernization		1
404	00ET7B	171 VAN WAGENEN #7B	Comprehensive Modernization		1
404	00ET7C	171 VAN WAGENEN #7C	Comprehensive Modernization		1
404	00ET7D	171 VAN WAGENEN #7D	Comprehensive Modernization	06/2019	1
404	00ET9A	171 VAN WAGENEN #9A	Comprehensive Modernization	08/2019	1
404	00ET9B	171 VAN WAGENEN #9B	Comprehensive Modernization		1
404	00ET9C	171 VAN WAGENEN #9C	Comprehensive Modernization		1
404	00ET9D	171 VAN WAGENEN #9D	Comprehensive Modernization		1
404	00ET9E	171 VAN WAGENEN #9E	Comprehensive Modernization		1
404	00ET9F	171 VAN WAGENEN #9F	Comprehensive Modernization		1
404	0ET10A	171 VAN WAGENEN #10A	Comprehensive Modernization		1
404	0ET10B	171 VAN WAGENEN #10B	Comprehensive Modernization		1
404	0ET10C	171 VAN WAGENEN #10C	Comprehensive Modernization		1
404	0ET10D	171 VAN WAGENEN #10D	Comprehensive Modernization		1
404	0ET10E	171 VAN WAGENEN #10E	Comprehensive Modernization		1
404	0ET10F	171 VAN WAGENEN #10F	Comprehensive Modernization		1
404	0ET11A	171 VAN WAGENEN #11A	Comprehensive Modernization		1
404	0ET11B	171 VAN WAGENEN #11B	Comprehensive Modernization		1
404	0ET11C	171 VAN WAGENEN #11C	Comprehensive Modernization		1
404	0ET11D	171 VAN WAGENEN #11D	Comprehensive Modernization		1
404	0ET11E	171 VAN WAGENEN #11E	Comprehensive Modernization		1
404	0ET11F	171 VAN WAGENEN #11F	Comprehensive Modernization		1
404	0ET12A	171 VAN WAGENEN #12A	Comprehensive Modernization		1
404	0ET12B	171 VAN WAGENEN #12B	Comprehensive Modernization		1
404	0ET12C	171 VAN WAGENEN #12C	Comprehensive Modernization	1	
404	0ET12D	171 VAN WAGENEN #12D	Comprehensive Modernization	1	
404	0ET12E	171 VAN WAGENEN #12E	Comprehensive Modernization	1	
404	0ET12F	171 VAN WAGENEN #12F	Comprehensive Modernization	08/2019	1
404	0ET13A	171 VAN WAGENEN #13A	Comprehensive Modernization	10/2019	1
404	0ET13B	171 VAN WAGENEN #13B	Comprehensive Modernization		1
404	0ET13C	171 VAN WAGENEN #13C	Comprehensive Modernization		1
404	0ET13D	171 VAN WAGENEN #13D	Comprehensive Modernization		1
404	0ET13E	171 VAN WAGENEN #13E	Comprehensive Modernization		1
404	0ET13F	171 VAN WAGENEN #13F	Comprehensive Modernization	10/2019	1

Units with Approved Vacancies for Modernization

404	0ET14A	171 VAN WAGENEN #14A	Comprehensive Modernization	11/2019	1
404	0ET14B	171 VAN WAGENEN #14B	Comprehensive Modernization		1
404	0ET14C	171 VAN WAGENEN #14C	Comprehensive Modernization		1
404	0ET14D	171 VAN WAGENEN #14D	Comprehensive Modernization		1
404	0ET14E	171 VAN WAGENEN #14E	Comprehensive Modernization		1
404	0ET14F	171 VAN WAGENEN #14F	Comprehensive Modernization		1
404	0ET15A	171 VAN WAGENEN #15A	Comprehensive Modernization		1
404	0ET15B	171 VAN WAGENEN #15B	Comprehensive Modernization		1
404	0ET15C	171 VAN WAGENEN #15C	Comprehensive Modernization		1
404	0ET15D	171 VAN WAGENEN #15D	Comprehensive Modernization		1
404	0ET16A	171 VAN WAGENEN #16A	Comprehensive Modernization		1
404	0ET16B	171 VAN WAGENEN #16B	Comprehensive Modernization		1
404	0ET16C	171 VAN WAGENEN #16C	Comprehensive Modernization		1
404	0ET16D	171 VAN WAGENEN #16D	Comprehensive Modernization	11/2019	1
404	0ET17A	171 VAN WAGENEN #17A	Comprehensive Modernization	01/2020	1
404	0ET17B	171 VAN WAGENEN #17B	Comprehensive Modernization		1
404	0ET17C	171 VAN WAGENEN #17C	Comprehensive Modernization		1
404	0ET17D	171 VAN WAGENEN #17D	Comprehensive Modernization		1
404	0ET17E	171 VAN WAGENEN #17E	Comprehensive Modernization		1
404	0ET17F	171 VAN WAGENEN #17F	Comprehensive Modernization		1
404	0ET18A	171 VAN WAGENEN #18A	Comprehensive Modernization		1
404	0ET18B	171 VAN WAGENEN #18B	Comprehensive Modernization		1
404	0ET18C	171 VAN WAGENEN #18C	Comprehensive Modernization		1
404	0ET18D	171 VAN WAGENEN #18D	Comprehensive Modernization		1
404	0ET18E	171 VAN WAGENEN #18E	Comprehensive Modernization		1
404	0ET18F	171 VAN WAGENEN #18F	Comprehensive Modernization		1
404	0ET19A	171 VAN WAGENEN #19A	Comprehensive Modernization		1
404	0ET19B	171 VAN WAGENEN #19B	Comprehensive Modernization		1
404	0ET19C	171 VAN WAGENEN #19C	Comprehensive Modernization		1
404	0ET19D	171 VAN WAGENEN #19D	Comprehensive Modernization		1
404	0ET20A	171 VAN WAGENEN #20A	Comprehensive Modernization	1	
404	0ET20B	171 VAN WAGENEN #20B	Comprehensive Modernization	1	
404	0ET20C	171 VAN WAGENEN #20C	Comprehensive Modernization	1	
404	0ET20D	171 VAN WAGENEN #20D	Comprehensive Modernization	01/2020	1
					100

Units with Approved Vacancies for Modernization

Ernie Cragin Terrace: Rental Assistance Demonstration (RAD) Program application submitted 2015 as part of the Portfolio RAD Application Group 1. CHAP received 2017 an extended by 12 months. Estimated Securing all Financing and Construction NTP Date: 2020-2023. Anticipated Completion: 2021-2026					
AMP No.	Unit No.	Unit Address	Scope of Work	Estimated Completion	Count
406	206796	90 29TH	Comprehensive Modernization	2021-2026	1
406	206797	88 29TH	Comprehensive Modernization	2021-2026	1
406	206798	2904 VALLEY	Comprehensive Modernization	2021-2026	1
406	206799	2900 VALLEY	Comprehensive Modernization	2021-2026	1
406	206800	2840 VALLEY	Comprehensive Modernization	2021-2026	1
406	206801	2838 VALLEY	Comprehensive Modernization	2021-2026	1
406	206802	2836 VALLEY	Comprehensive Modernization	2021-2026	1
406	206803	2834 VALLEY	Comprehensive Modernization	2021-2026	1
406	206804	2832 VALLEY	Comprehensive Modernization	2021-2026	1
406	206805	2830 VALLEY	Comprehensive Modernization	2021-2026	1
406	206806	2828 VALLEY	Comprehensive Modernization	2021-2026	1
406	206807	2826 VALLEY	Comprehensive Modernization	2021-2026	1
406	206808	2824 VALLEY	Comprehensive Modernization	2021-2026	1
406	206809	2822 VALLEY	Comprehensive Modernization	2021-2026	1
406	206810	2818 VALLEY	Comprehensive Modernization	2021-2026	1
406	206811	2816 VALLEY	Comprehensive Modernization	2021-2026	1
406	206812	2814 VALLEY	Comprehensive Modernization	2021-2026	1
406	206813	2812 VALLEY	Comprehensive Modernization	2021-2026	1
406	206814	2810 VALLEY	Comprehensive Modernization	2021-2026	1
406	206815	2808 VALLEY	Comprehensive Modernization	2021-2026	1
406	206816	2806 VALLEY	Comprehensive Modernization	2021-2026	1
406	206817	2804 VALLEY	Comprehensive Modernization	2021-2026	1
406	206818	81 28TH	Comprehensive Modernization	2021-2026	1
406	206819	83 28TH	Comprehensive Modernization	2021-2026	1
406	206820	89 28TH	Comprehensive Modernization	2021-2026	1
406	206821	91 28TH	Comprehensive Modernization	2021-2026	1
406	206822	2803 VALLEY	Comprehensive Modernization	2021-2026	1
406	206823	2805 VALLEY	Comprehensive Modernization	2021-2026	1
406	206824	2804 MALTA	Comprehensive Modernization	2021-2026	1
406	206825	2802 MALTA	Comprehensive Modernization	2021-2026	1
406	206826	2817 VALLEY	Comprehensive Modernization	2021-2026	1
406	206827	2819 VALLEY	Comprehensive Modernization	2021-2026	1
406	206828	2821 VALLEY	Comprehensive Modernization	2021-2026	1
406	206829	2823 VALLEY	Comprehensive Modernization	2021-2026	1

Units with Approved Vacancies for Modernization

406	206830	89 29TH	Comprehensive Modernization	2021-2026	1
406	206831	91 29TH	Comprehensive Modernization	2021-2026	1
406	206832	2820 MALTA	Comprehensive Modernization	2021-2026	1
406	206833	2818 MALTA	Comprehensive Modernization	2021-2026	1
406	206834	2816 MALTA	Comprehensive Modernization	2021-2026	1
406	206835	2814 MALTA	Comprehensive Modernization	2021-2026	1
					40

Hullum Homes: Rental Assistance Demonstration (RAD) Program application submitted 2015 as part of the Portfolio RAD Application Group 1. CHAP received 2017 an extended by 12 months. Estimated Securing all Financing and Construction NTP Date: 2020-2023. Anticipated Completion: 2021-2026

AMP No.	Unit No.	Unit Address	Scope of Work	Estimated Completion	Count
407	00HH1A	4980 E OWENS AVE 1A	Comprehensive Modernization	2021-2026	1
407	00HH1B	4980 E OWENS AVE 1B	Comprehensive Modernization	2021-2026	1
407	00HH1C	4980 E OWENS AVE 1C	Comprehensive Modernization	2021-2026	1
407	00HH1D	4980 E OWENS AVE 1D	Comprehensive Modernization	2021-2026	1
407	00HH1E	4980 E OWENS AVE 1E	Comprehensive Modernization	2021-2026	1
407	00HH2A	4980 E OWENS AVE 2A	Comprehensive Modernization	2021-2026	1
407	00HH2B	4980 E OWENS AVE 2B	Comprehensive Modernization	2021-2026	1
407	00HH2C	4980 E OWENS AVE 2C	Comprehensive Modernization	2021-2026	1
407	00HH2D	4980 E OWENS AVE 2D	Comprehensive Modernization	2021-2026	1
407	00HH2E	4980 E OWENS AVE 2E	Comprehensive Modernization	2021-2026	1
407	00HH3A	4980 E OWENS AVE 3A	Comprehensive Modernization	2021-2026	1
407	00HH3B	4980 E OWENS AVE 3B	Comprehensive Modernization	2021-2026	1
407	00HH3C	4980 E OWENS AVE 3C	Comprehensive Modernization	2021-2026	1
407	00HH3D	4980 E OWENS AVE 3D	Comprehensive Modernization	2021-2026	1
407	00HH4A	4980 E OWENS AVE 4A	Comprehensive Modernization	2021-2026	1
407	00HH4B	4980 E OWENS AVE 4B	Comprehensive Modernization	2021-2026	1
407	00HH4C	4980 E OWENS AVE 4C	Comprehensive Modernization	2021-2026	1
407	00HH4D	4980 E OWENS AVE 4D	Comprehensive Modernization	2021-2026	1
407	00HH5A	4980 E OWENS AVE 5A	Comprehensive Modernization	2021-2026	1
407	00HH5B	4980 E OWENS AVE 5B	Comprehensive Modernization	2021-2026	1
407	00HH5C	4980 E OWENS AVE 5C	Comprehensive Modernization	2021-2026	1
407	00HH5D	4980 E OWENS AVE 5D	Comprehensive Modernization	2021-2026	1
407	00HH5E	4980 E OWENS AVE 5E	Comprehensive Modernization	2021-2026	1
407	00HH6A	4980 E OWENS AVE 6A	Comprehensive Modernization	2021-2026	1
407	00HH6B	4980 E OWENS AVE 6B	Comprehensive Modernization	2021-2026	1
407	00HH6C	4980 E OWENS AVE 6C	Comprehensive Modernization	2021-2026	1
407	00HH7A	4980 E OWENS AVE 7A	Comprehensive Modernization	2021-2026	1
407	00HH7B	4980 E OWENS AVE 7B	Comprehensive Modernization	2021-2026	1
407	00HH7C	4980 E OWENS AVE 7C	Comprehensive Modernization	2021-2026	1

Units with Approved Vacancies for Modernization

407	00HH7D	4980 E OWENS AVE	7D	Comprehensive Modernization	2021-2026	1
407	00HH7E	4980 E OWENS AVE	7E	Comprehensive Modernization	2021-2026	1
407	00HH8A	4980 E OWENS AVE	8A	Comprehensive Modernization	2021-2026	1
407	00HH8B	4980 E OWENS AVE	8B	Comprehensive Modernization	2021-2026	1
407	00HH8C	4980 E OWENS AVE	8C	Comprehensive Modernization	2021-2026	1
407	00HH9A	4980 E OWENS AVE	9A	Comprehensive Modernization	2021-2026	1
407	00HH9B	4980 E OWENS AVE	9B	Comprehensive Modernization	2021-2026	1
407	0HH10A	4980 E OWENS AVE	10A	Comprehensive Modernization	2021-2026	1
407	0HH10B	4980 E OWENS AVE	10B	Comprehensive Modernization	2021-2026	1
407	0HH10C	4980 E OWENS AVE	10C	Comprehensive Modernization	2021-2026	1
407	0HH10D	4980 E OWENS AVE	10D	Comprehensive Modernization	2021-2026	1
407	0HH10E	4980 E OWENS AVE	10E	Comprehensive Modernization	2021-2026	1
407	0HH10F	4980 E OWENS AVE	10F	Comprehensive Modernization	2021-2026	1
407	0HH11A	4980 E OWENS AVE	11A	Comprehensive Modernization	2021-2026	1
407	0HH11B	4980 E OWENS AVE	11B	Comprehensive Modernization	2021-2026	1
407	0HH11C	4980 E OWENS AVE	11C	Comprehensive Modernization	2021-2026	1
407	0HH11D	4980 E OWENS AVE	11D	Comprehensive Modernization	2021-2026	1
407	0HH11E	4980 E OWENS AVE	11E	Comprehensive Modernization	2021-2026	1
407	0HH12A	4980 E OWENS AVE	12A	Comprehensive Modernization	2021-2026	1
407	0HH12B	4980 E OWENS AVE	12B	Comprehensive Modernization	2021-2026	1
407	0HH12C	4980 E OWENS AVE	12C	Comprehensive Modernization	2021-2026	1
407	0HH12D	4980 E OWENS AVE	12D	Comprehensive Modernization	2021-2026	1
407	0HH13A	4980 E OWENS AVE	13A	Comprehensive Modernization	2021-2026	1
407	0HH13B	4980 E OWENS AVE	13B	Comprehensive Modernization	2021-2026	1
407	0HH13C	4980 E OWENS AVE	13C	Comprehensive Modernization	2021-2026	1
407	0HH13D	4980 E OWENS AVE	13D	Comprehensive Modernization	2021-2026	1
407	0HH13E	4980 E OWENS AVE	13E	Comprehensive Modernization	2021-2026	1
407	0HH14A	4980 E OWENS AVE	14A	Comprehensive Modernization	2021-2026	1
407	0HH14B	4980 E OWENS AVE	14B	Comprehensive Modernization	2021-2026	1
407	0HH14C	4980 E OWENS AVE	14C	Comprehensive Modernization	2021-2026	1
						59

Jones Gardens: Rental Assistance Demonstration (RAD) Program application submitted 2015 as part of the Portfolio RAD Application Group 1. CHAP received 2017 an extended by 12 months. Estimated Securing all Financing and Construction NTP Date: 2020-2023. Anticipated Completion: 2021-2026

AMP No.	Unit No.	Unit Address		Scope of Work	Estimated Completion	Count
407	00JG1A	1750 MARION DR	1A	Comprehensive Modernization	2021-2026	1
407	00JG1B	1750 MARION DR	1B	Comprehensive Modernization	2021-2026	1
407	00JG1C	1750 MARION DR	1C	Comprehensive Modernization	2021-2026	1
407	00JG1D	1750 MARION DR	1D	Comprehensive Modernization	2021-2026	1
407	00JG2A	1750 MARION DR	2A	Comprehensive Modernization	2021-2026	1

Units with Approved Vacancies for Modernization

407	00JG2B	1750 MARION DR	2B	Comprehensive Modernization	2021-2026	1
407	00JG2C	1750 MARION DR	2C	Comprehensive Modernization	2021-2026	1
407	00JG3A	1750 MARION DR	3A	Comprehensive Modernization	2021-2026	1
407	00JG3B	1750 MARION DR	3B	Comprehensive Modernization	2021-2026	1
407	00JG3C	1750 MARION DR	3C	Comprehensive Modernization	2021-2026	1
407	00JG4A	1750 MARION DR	4A	Comprehensive Modernization	2021-2026	1
407	00JG4B	1750 MARION DR	4B	Comprehensive Modernization	2021-2026	1
407	00JG4C	1750 MARION DR	4C	Comprehensive Modernization	2021-2026	1
407	00JG4D	1750 MARION DR	4D	Comprehensive Modernization	2021-2026	1
407	00JG5A	1750 MARION DR	5A	Comprehensive Modernization	2021-2026	1
407	00JG5B	1750 MARION DR	5B	Comprehensive Modernization	2021-2026	1
407	00JG5C	1750 MARION DR	5C	Comprehensive Modernization	2021-2026	1
407	00JG5D	1750 MARION DR	5D	Comprehensive Modernization	2021-2026	1
407	00JG6A	1750 MARION DR	6A	Comprehensive Modernization	2021-2026	1
407	00JG6B	1750 MARION DR	6B	Comprehensive Modernization	2021-2026	1
407	00JG6C	1750 MARION DR	6C	Comprehensive Modernization	2021-2026	1
407	00JG6D	1750 MARION DR	6D	Comprehensive Modernization	2021-2026	1
407	00JG7A	1750 MARION DR	7A	Comprehensive Modernization	2021-2026	1
407	00JG7B	1750 MARION DR	7B	Comprehensive Modernization	2021-2026	1
407	00JG7C	1750 MARION DR	7C	Comprehensive Modernization	2021-2026	1
407	00JG8A	1750 MARION DR	8A	Comprehensive Modernization	2021-2026	1
407	00JG8B	1750 MARION DR	8B	Comprehensive Modernization	2021-2026	1
407	00JG8C	1750 MARION DR	8C	Comprehensive Modernization	2021-2026	1
407	00JG9A	1750 MARION DR	9A	Comprehensive Modernization	2021-2026	1
407	00JG9B	1750 MARION DR	9B	Comprehensive Modernization	2021-2026	1
407	00JG9C	1750 MARION DR	9C	Comprehensive Modernization	2021-2026	1
407	0JG10A	1750 MARION DR	10A	Comprehensive Modernization	2021-2026	1
407	0JG10B	1750 MARION DR	10B	Comprehensive Modernization	2021-2026	1
407	0JG10C	1750 MARION DR	10C	Comprehensive Modernization	2021-2026	1
407	0JG10D	1750 MARION DR	10D	Comprehensive Modernization	2021-2026	1
407	0JG11A	1750 MARION DR	11A	Comprehensive Modernization	2021-2026	1
407	0JG11B	1750 MARION DR	11B	Comprehensive Modernization	2021-2026	1
407	0JG11C	1750 MARION DR	11C	Comprehensive Modernization	2021-2026	1
407	0JG12A	1750 MARION DR	12A	Comprehensive Modernization	2021-2026	1
407	0JG12B	1750 MARION DR	12B	Comprehensive Modernization	2021-2026	1
407	0JG12C	1750 MARION DR	12C	Comprehensive Modernization	2021-2026	1
407	0JG12D	1750 MARION DR	12D	Comprehensive Modernization	2021-2026	1
407	0JG13A	1750 MARION DR	13A	Comprehensive Modernization	2021-2026	1
407	0JG13B	1750 MARION DR	13B	Comprehensive Modernization	2021-2026	1
407	0JG13C	1750 MARION DR	13C	Comprehensive Modernization	2021-2026	1
407	0JG14A	1750 MARION DR	14A	Comprehensive Modernization	2021-2026	1
407	0JG14B	1750 MARION DR	14B	Comprehensive Modernization	2021-2026	1
407	0JG14C	1750 MARION DR	14C	Comprehensive Modernization	2021-2026	1

Units with Approved Vacancies for Modernization

407	0JG15A	1750 MARION DR	15A	Comprehensive Modernization	2021-2026	1
407	0JG15B	1750 MARION DR	15B	Comprehensive Modernization	2021-2026	1
407	0JG15C	1750 MARION DR	15C	Comprehensive Modernization	2021-2026	1
407	0JG15D	1750 MARION DR	15D	Comprehensive Modernization	2021-2026	1
407	0JG16A	1750 MARION DR	16A	Comprehensive Modernization	2021-2026	1
407	0JG16B	1750 MARION DR	16B	Comprehensive Modernization	2021-2026	1
407	0JG17A	1750 MARION DR	17A	Comprehensive Modernization	2021-2026	1
407	0JG17B	1750 MARION DR	17B	Comprehensive Modernization	2021-2026	1
407	0JG17C	1750 MARION DR	17C	Comprehensive Modernization	2021-2026	1
407	0JG17D	1750 MARION DR	17D	Comprehensive Modernization	2021-2026	1
407	0JG18A	1750 MARION DR	18A	Comprehensive Modernization	2021-2026	1
407	0JG18B	1750 MARION DR	18B	Comprehensive Modernization	2021-2026	1
407	0JG18C	1750 MARION DR	18C	Comprehensive Modernization	2021-2026	1
407	0JG19A	1750 MARION DR	19A	Comprehensive Modernization	2021-2026	1
407	0JG19B	1750 MARION DR	19B	Comprehensive Modernization	2021-2026	1
407	0JG19C	1750 MARION DR	19C	Comprehensive Modernization	2021-2026	1
407	0JG20A	1750 MARION DR	20A	Comprehensive Modernization	2021-2026	1
407	0JG20B	1750 MARION DR	20B	Comprehensive Modernization	2021-2026	1
407	0JG20C	1750 MARION DR	20C	Comprehensive Modernization	2021-2026	1
407	0JG20D	1750 MARION DR	20D	Comprehensive Modernization	2021-2026	1
407	0JG21A	1750 MARION DR	21A	Comprehensive Modernization	2021-2026	1
407	0JG21B	1750 MARION DR	21B	Comprehensive Modernization	2021-2026	1
407	0JG21C	1750 MARION DR	21C	Comprehensive Modernization	2021-2026	1
407	0JG22A	1750 MARION DR	22A	Comprehensive Modernization	2021-2026	1
407	0JG22B	1750 MARION DR	22B	Comprehensive Modernization	2021-2026	1
407	0JG22C	1750 MARION DR	22C	Comprehensive Modernization	2021-2026	1
407	0JG22D	1750 MARION DR	22D	Comprehensive Modernization	2021-2026	1
407	0JG23A	1750 MARION DR	23A	Comprehensive Modernization	2021-2026	1
407	0JG23B	1750 MARION DR	23B	Comprehensive Modernization	2021-2026	1
407	0JG23C	1750 MARION DR	23C	Comprehensive Modernization	2021-2026	1
407	0JG24A	1750 MARION DR	24A	Comprehensive Modernization	2021-2026	1
407	0JG24B	1750 MARION DR	24B	Comprehensive Modernization	2021-2026	1
407	0JG24C	1750 MARION DR	24C	Comprehensive Modernization	2021-2026	1
407	0JG24D	1750 MARION DR	24D	Comprehensive Modernization	2021-2026	1
407	0JG25A	1750 MARION DR	25A	Comprehensive Modernization	2021-2026	1
407	0JG25B	1750 MARION DR	25B	Comprehensive Modernization	2021-2026	1
407	0JG25C	1750 MARION DR	25C	Comprehensive Modernization	2021-2026	1
407	0JG25D	1750 MARION DR	25D	Comprehensive Modernization	2021-2026	1
407	0JG26A	1750 MARION DR	26A	Comprehensive Modernization	2021-2026	1
407	0JG26B	1750 MARION DR	26B	Comprehensive Modernization	2021-2026	1
407	0JG26C	1750 MARION DR	26C	Comprehensive Modernization	2021-2026	1
407	0JG26D	1750 MARION DR	26D	Comprehensive Modernization	2021-2026	1
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Units with Approved Vacancies for Modernization

Archie Grant Park: Rental Assistance Demonstration (RAD) Program application submitted 2015 as part of the Portfolio RAD Application Group 1. CHAP received 2017 an extended by 12 months. Estimated Securing all Financing and Construction NTP Date: 2020-2023. Anticipated Completion: 2021-2026					
AMP No.	Unit No.	Unit Address	Scope of Work	Estimated Completion	Count
401	205221	1601 GRAGSON 110	Minimum Upgrades	10/2020	1
401	205222	1601 GRAGSON 120	Minimum Upgrades		1
401	205223	1605 GRAGSON 110	Minimum Upgrades		1
401	205224	1605 GRAGSON 140	Minimum Upgrades		1
401	205225	1605 GRAGSON 120	Minimum Upgrades		1
401	205226	1605 GRAGSON 130	Minimum Upgrades		1
401	205227	1609 GRAGSON 110	Minimum Upgrades		1
401	205228	1609 GRAGSON 120	Minimum Upgrades		1
401	205229	1609 GRAGSON 130	Minimum Upgrades		1
401	205230	1609 GRAGSON 140	Minimum Upgrades		1
401	205231	1613 GRAGSON 110	Minimum Upgrades		1
401	205232	1613 GRAGSON 120	Minimum Upgrades		1
401	205233	1613 GRAGSON 130	Minimum Upgrades		1
401	205234	1613 GRAGSON 140	Minimum Upgrades		1
401	205235	1617 GRAGSON 110	Minimum Upgrades		1
401	205236	1617 GRAGSON 140	Minimum Upgrades		1
401	205237	1617 GRAGSON 130	Minimum Upgrades		1
401	205238	1617 GRAGSON 120	Minimum Upgrades		1
401	205239	1701 GRAGSON 130	Minimum Upgrades		1
401	205240	1701 GRAGSON 120	Minimum Upgrades	10/2020	1
401	205241	1701 GRAGSON 110	Minimum Upgrades		1
401	205242	1701 GRAGSON 140	Minimum Upgrades		1
401	205243	1705 GRAGSON 140	Minimum Upgrades		1
401	205244	1705 GRAGSON 110	Minimum Upgrades		1
401	205245	1705 GRAGSON 120	Minimum Upgrades		1
401	205246	1705 GRAGSON 130	Minimum Upgrades		1
401	205247	1709 GRAGSON 120	Minimum Upgrades		1
401	205248	1709 GRAGSON 130	Minimum Upgrades		1
401	205249	1709 GRAGSON 140	Minimum Upgrades		1
401	205250	1709 GRAGSON 110	Minimum Upgrades		1
401	205251	1713 GRAGSON 110	Minimum Upgrades		1
401	205252	1713 GRAGSON 120	Minimum Upgrades		1
401	205253	1717 GRAGSON 120	Minimum Upgrades		1
401	205254	1717 GRAGSON 130	Minimum Upgrades		1
401	205255	1717 GRAGSON 140	Minimum Upgrades		1
401	205256	1717 GRAGSON 110	Minimum Upgrades		1
401	205257	1721 GRAGSON 110	Minimum Upgrades		1
401	205258	1721 GRAGSON 120	Minimum Upgrades		1
401	205259	1721 GRAGSON 130	Minimum Upgrades	10/2020	1

Units with Approved Vacancies for Modernization

401	205260	1721 GRAGSON	140	Minimum Upgrades	10/2020	1
401	205261	1600 SEARLES	110	Minimum Upgrades	10/2020	1
401	205262	1600 SEARLES	120	Minimum Upgrades		1
401	205263	1604 SEARLES	110	Minimum Upgrades		1
401	205264	1604 SEARLES	120	Minimum Upgrades		1
401	205265	1604 SEARLES	130	Minimum Upgrades		1
401	205266	1604 SEARLES	140	Minimum Upgrades		1
401	205267	1608 SEARLES	120	Minimum Upgrades		1
401	205268	1608 SEARLES	130	Minimum Upgrades		1
401	205269	1608 SEARLES	140	Minimum Upgrades		1
401	205270	1608 SEARLES	110	Minimum Upgrades		1
401	205271	1612 SEARLES	140	Minimum Upgrades		1
401	205272	1612 SEARLES	110	Minimum Upgrades		1
401	205273	1612 SEARLES	120	Minimum Upgrades		1
401	205274	1612 SEARLES	130	Minimum Upgrades		1
401	205275	1616 SEARLES	110	Minimum Upgrades		1
401	205276	1616 SEARLES	140	Minimum Upgrades		1
401	205277	1616 SEARLES	130	Minimum Upgrades		1
401	205278	1616 SEARLES	120	Minimum Upgrades		1
401	205279	1700 SEARLES		Minimum Upgrades	10/2020	1
401	205280	1601 SEARLES	110	Comprehensive Modernization	12/2020	1
401	205281	1601 SEARLES	140	Comprehensive Modernization		1
401	205282	1601 SEARLES	130	Comprehensive Modernization		1
401	205283	1601 SEARLES	120	Comprehensive Modernization		1
401	205284	1605 SEARLES	120	Comprehensive Modernization		1
401	205285	1605 SEARLES	110	Comprehensive Modernization		1
401	205286	1605 SEARLES	140	Comprehensive Modernization		1
401	205287	1605 SEARLES	130	Comprehensive Modernization		1
401	205288	1609 SEARLES	110	Comprehensive Modernization		1
401	205289	1609 SEARLES	120	Comprehensive Modernization		1
401	205290	1609 SEARLES	130	Comprehensive Modernization		1
401	205291	1609 SEARLES	140	Comprehensive Modernization		1
401	205292	1613 SEARLES	110	Comprehensive Modernization		1
401	205293	1613 SEARLES	140	Comprehensive Modernization		1
401	205294	1613 SEARLES	130	Comprehensive Modernization		1
401	205295	1613 SEARLES	120	Comprehensive Modernization		1
401	205296	1701 SEARLES	110	Comprehensive Modernization		1
401	205297	1701 SEARLES	120	Comprehensive Modernization	12/2020	1
401	205298	1705 SEARLES	110	Comprehensive Modernization	05/2020	1
401	205299	1705 SEARLES	140	Comprehensive Modernization		1
401	205300	1705 SEARLES	130	Comprehensive Modernization		1
401	205301	1705 SEARLES	120	Comprehensive Modernization		1
401	205302	1709 SEARLES	120	Comprehensive Modernization	05/2020	1

Units with Approved Vacancies for Modernization

401	205303	1709 SEARLES	130	Comprehensive Modernization	05/2020	1	
401	205304	1709 SEARLES	140	Comprehensive Modernization		1	
401	205305	1709 SEARLES	110	Comprehensive Modernization		1	
401	205306	1713 SEARLES	120	Comprehensive Modernization		1	
401	205307	1713 SEARLES	110	Comprehensive Modernization		1	
401	205308	1721 SEARLES	110	Comprehensive Modernization		1	
401	205309	1721 SEARLES	120	Comprehensive Modernization		1	
401	205310	1721 SEARLES	130	Comprehensive Modernization		05/2020	1
401	205311	1721 SEARLES	140	Comprehensive Modernization		05/2020	1
401	205312	1600 FOREMASTER	140	Comprehensive Modernization		09/2020	1
401	205313	1600 FOREMASTER	110	Comprehensive Modernization	1		
401	205314	1600 FOREMASTER	120	Comprehensive Modernization	1		
401	205315	1600 FOREMASTER	130	Comprehensive Modernization	1		
401	205316	1604 FOREMASTER	120	Comprehensive Modernization	1		
401	205317	1604 FOREMASTER	130	Comprehensive Modernization	1		
401	205318	1604 FOREMASTER	110	Comprehensive Modernization	1		
401	205319	1604 FOREMASTER	140	Comprehensive Modernization	1		
401	205320	1608 FOREMASTER	110	Comprehensive Modernization	1		
401	205321	1608 FOREMASTER	120	Comprehensive Modernization	1		
401	205322	1608 FOREMASTER	130	Comprehensive Modernization	1		
401	205323	1608 FOREMASTER	140	Comprehensive Modernization	09/2020	1	
401	205324	1612 FOREMASTER	-140	Comprehensive Modernization	08/2020	1	
401	205325	1612 FOREMASTER	110	Comprehensive Modernization		1	
401	205326	1612 FOREMASTER	120	Comprehensive Modernization		1	
401	205327	1612 FOREMASTER	130	Comprehensive Modernization		08/2020	1
401	205328	1616 FOREMASTER	140	Comprehensive Modernization	09/2020	1	
401	205329	1616 FOREMASTER	110	Comprehensive Modernization		1	
401	205330	1616 FOREMASTER	120	Comprehensive Modernization		1	
401	205331	1616 FOREMASTER	130	Comprehensive Modernization	09/2020	1	
401	205332	1700 FOREMASTER	120	Comprehensive Modernization	06/2020	1	
401	205333	1700 FOREMASTER	110	Comprehensive Modernization	06/2020	1	
401	205334	1704 FOREMASTER	110	Comprehensive Modernization	09/2020	1	
401	205335	1704 FOREMASTER	120	Comprehensive Modernization		1	
401	205336	1704 FOREMASTER	130	Comprehensive Modernization		1	
401	205337	1704 FOREMASTER	140	Comprehensive Modernization	09/2020	1	
401	205338	1708 FOREMASTER	120	Comprehensive Modernization	06/2020	1	
401	205339	1708 FOREMASTER	110	Comprehensive Modernization		1	
401	205340	1708 FOREMASTER	140	Comprehensive Modernization		1	
401	205341	1708 FOREMASTER	130	Comprehensive Modernization		1	
401	205342	1712 FOREMASTER	130	Comprehensive Modernization		1	
401	205343	1712 FOREMASTER	120	Comprehensive Modernization		1	
401	205344	1712 FOREMASTER	110	Comprehensive Modernization		1	
401	205345	1712 FOREMASTER	140	Comprehensive Modernization		06/2020	1

Units with Approved Vacancies for Modernization

Sartini Plaza: Rental Assistance Demonstration (RAD) Program application submitted 2015 as part of the Portfolio RAD Application Group 1. CHAP received 2017 an extended by 12 months. Estimated Securing all Financing and Construction NTP Date: 2020-2023. Anticipated Completion: 2021-2026						
AMP No.	Unit No.	Unit Address		Scope of Work	Estimated Completion	Count
402	221101	900 S. BRUSH ST	101	Comprehensive Modernization	2021-2026	1
402	221102	900 S. BRUSH ST	102	Comprehensive Modernization	2021-2026	1
402	221103	900 S. BRUSH ST	103	Comprehensive Modernization	2021-2026	1
402	221104	900 S. BRUSH ST	104	Comprehensive Modernization	2021-2026	1
402	221105	900 S. BRUSH ST	105	Comprehensive Modernization	2021-2026	1
402	221106	900 S. BRUSH ST	106	Comprehensive Modernization	2021-2026	1
402	221107	900 S. BRUSH ST	107	Comprehensive Modernization	2021-2026	1
402	221108	900 S. BRUSH ST	108	Comprehensive Modernization	2021-2026	1
402	221109	900 S. BRUSH ST	109	Comprehensive Modernization	2021-2026	1
402	221110	900 S. BRUSH ST	110	Comprehensive Modernization	2021-2026	1
402	221111	900 S. BRUSH ST	111	Comprehensive Modernization	2021-2026	1
402	221112	900 S. BRUSH ST	112	Comprehensive Modernization	2021-2026	1
402	221113	900 S. BRUSH ST	113	Comprehensive Modernization	2021-2026	1
402	221114	900 S. BRUSH ST	114	Comprehensive Modernization	2021-2026	1
402	221115	900 S. BRUSH ST	115	Comprehensive Modernization	2021-2026	1
402	221116	900 S. BRUSH ST	116	Comprehensive Modernization	2021-2026	1
402	221117	900 S. BRUSH ST	117	Comprehensive Modernization	2021-2026	1
402	221118	900 S. BRUSH ST	118	Comprehensive Modernization	2021-2026	1
402	221119	900 S. BRUSH ST	119	Comprehensive Modernization	2021-2026	1
402	221120	900 S. BRUSH ST	120	Comprehensive Modernization	2021-2026	1
402	221121	900 S. BRUSH ST	121	Comprehensive Modernization	2021-2026	1
402	221122	900 S. BRUSH ST	122	Comprehensive Modernization	2021-2026	1
402	221123	900 S. BRUSH ST	123	Comprehensive Modernization	2021-2026	1
402	221124	900 S. BRUSH ST	124	Comprehensive Modernization	2021-2026	1
402	221125	900 S. BRUSH ST	125	Comprehensive Modernization	2021-2026	1
402	221126	900 S. BRUSH ST	126	Comprehensive Modernization	2021-2026	1
402	221127	900 S. BRUSH ST	127	Comprehensive Modernization	2021-2026	1
402	221128	900 S. BRUSH ST	128	Comprehensive Modernization	2021-2026	1
402	221129	900 S. BRUSH ST	129	Comprehensive Modernization	2021-2026	1
402	221130	900 S. BRUSH ST	130	Comprehensive Modernization	2021-2026	1
402	221131	900 S. BRUSH ST	131	Comprehensive Modernization	2021-2026	1
402	221132	900 S. BRUSH ST	132	Comprehensive Modernization	2021-2026	1
402	221133	900 S. BRUSH ST	133	Comprehensive Modernization	2021-2026	1
402	221134	900 S. BRUSH ST	134	Comprehensive Modernization	2021-2026	1
402	221135	900 S. BRUSH ST	135	Comprehensive Modernization	2021-2026	1
402	221136	900 S. BRUSH ST	136	Comprehensive Modernization	2021-2026	1
402	221137	900 S. BRUSH ST	137	Comprehensive Modernization	2021-2026	1

Units with Approved Vacancies for Modernization

402	221138	900 S. BRUSH ST	138	Comprehensive Modernization	2021-2026	1
402	221139	900 S. BRUSH ST	139	Comprehensive Modernization	2021-2026	1
402	221140	900 S. BRUSH ST	140	Comprehensive Modernization	2021-2026	1
402	221201	900 S. BRUSH ST	201	Comprehensive Modernization	2021-2026	1
402	221202	900 S. BRUSH ST	202	Comprehensive Modernization	2021-2026	1
402	221203	900 S. BRUSH ST	203	Comprehensive Modernization	2021-2026	1
402	221204	900 S. BRUSH ST	204	Comprehensive Modernization	2021-2026	1
402	221205	900 S. BRUSH ST	205	Comprehensive Modernization	2021-2026	1
402	221206	900 S. BRUSH ST	206	Comprehensive Modernization	2021-2026	1
402	221207	900 S. BRUSH ST	207	Comprehensive Modernization	2021-2026	1
402	221208	900 S. BRUSH ST	208	Comprehensive Modernization	2021-2026	1
402	221209	900 S. BRUSH ST	209	Comprehensive Modernization	2021-2026	1
402	221210	900 S. BRUSH ST	210	Comprehensive Modernization	2021-2026	1
402	221211	900 S. BRUSH ST	211	Comprehensive Modernization	2021-2026	1
402	221212	900 S. BRUSH ST	212	Comprehensive Modernization	2021-2026	1
402	221213	900 S. BRUSH ST	213	Comprehensive Modernization	2021-2026	1
402	221214	900 S. BRUSH ST	214	Comprehensive Modernization	2021-2026	1
402	221215	900 S. BRUSH ST	215	Comprehensive Modernization	2021-2026	1
402	221216	900 S. BRUSH ST	216	Comprehensive Modernization	2021-2026	1
402	221217	900 S. BRUSH ST	217	Comprehensive Modernization	2021-2026	1
402	221218	900 S. BRUSH ST	218	Comprehensive Modernization	2021-2026	1
402	221219	900 S. BRUSH ST	219	Comprehensive Modernization	2021-2026	1
402	221220	900 S. BRUSH ST	220	Comprehensive Modernization	2021-2026	1
402	221221	900 S. BRUSH ST	221	Comprehensive Modernization	2021-2026	1
402	221222	900 S. BRUSH ST	222	Comprehensive Modernization	2021-2026	1
402	221223	900 S. BRUSH ST	223	Comprehensive Modernization	2021-2026	1
402	221224	900 S. BRUSH ST	224	Comprehensive Modernization	2021-2026	1
402	221225	900 S. BRUSH ST	225	Comprehensive Modernization	2021-2026	1
402	221226	900 S. BRUSH ST	226	Comprehensive Modernization	2021-2026	1
402	221227	900 S. BRUSH ST	227	Comprehensive Modernization	2021-2026	1
402	221228	900 S. BRUSH ST	228	Comprehensive Modernization	2021-2026	1
402	221229	900 S. BRUSH ST	229	Comprehensive Modernization	2021-2026	1
402	221230	900 S. BRUSH ST	230	Comprehensive Modernization	2021-2026	1
402	221231	900 S. BRUSH ST	231	Comprehensive Modernization	2021-2026	1
402	221232	900 S. BRUSH ST	232	Comprehensive Modernization	2021-2026	1
402	221233	900 S. BRUSH ST	233	Comprehensive Modernization	2021-2026	1
402	221234	900 S. BRUSH ST	234	Comprehensive Modernization	2021-2026	1
402	221235	900 S. BRUSH ST	235	Comprehensive Modernization	2021-2026	1
402	221236	900 S. BRUSH ST	236	Comprehensive Modernization	2021-2026	1
402	221237	900 S. BRUSH ST	237	Comprehensive Modernization	2021-2026	1
402	221238	900 S. BRUSH ST	238	Comprehensive Modernization	2021-2026	1
402	221239	900 S. BRUSH ST	239	Comprehensive Modernization	2021-2026	1
402	221240	900 S. BRUSH ST	240	Comprehensive Modernization	2021-2026	1

Units with Approved Vacancies for Modernization

402	221241	900 S. BRUSH ST	241	Comprehensive Modernization	2021-2026	1
402	221242	900 S. BRUSH ST	242	Comprehensive Modernization	2021-2026	1
402	221243	900 S. BRUSH ST	243	Comprehensive Modernization	2021-2026	1
402	221244	900 S. BRUSH ST	244	Comprehensive Modernization	2021-2026	1
402	221245	900 S. BRUSH ST	245	Comprehensive Modernization	2021-2026	1
402	221246	900 S. BRUSH ST	246	Comprehensive Modernization	2021-2026	1
402	221247	900 S. BRUSH ST	247	Comprehensive Modernization	2021-2026	1
402	221248	900 S. BRUSH ST	248	Comprehensive Modernization	2021-2026	1
402	221249	900 S. BRUSH ST	249	Comprehensive Modernization	2021-2026	1
402	221250	900 S. BRUSH ST	250	Comprehensive Modernization	2021-2026	1
402	221251	900 S. BRUSH ST	251	Comprehensive Modernization	2021-2026	1
402	221252	900 S. BRUSH ST	252	Comprehensive Modernization	2021-2026	1
402	221253	900 S. BRUSH ST	253	Comprehensive Modernization	2021-2026	1
402	221254	900 S. BRUSH ST	254	Comprehensive Modernization	2021-2026	1
402	221255	900 S. BRUSH ST	255	Comprehensive Modernization	2021-2026	1
402	221256	900 S. BRUSH ST	256	Comprehensive Modernization	2021-2026	1
402	221257	900 S. BRUSH ST	257	Comprehensive Modernization	2021-2026	1
402	221258	900 S. BRUSH ST	258	Comprehensive Modernization	2021-2026	1
402	221259	900 S. BRUSH ST	259	Comprehensive Modernization	2021-2026	1
402	221260	900 S. BRUSH ST	260	Comprehensive Modernization	2021-2026	1
402	221301	900 S. BRUSH ST	301	Comprehensive Modernization	2021-2026	1
402	221302	900 S. BRUSH ST	302	Comprehensive Modernization	2021-2026	1
402	221303	900 S. BRUSH ST	303	Comprehensive Modernization	2021-2026	1
402	221304	900 S. BRUSH ST	304	Comprehensive Modernization	2021-2026	1
402	221305	900 S. BRUSH ST	305	Comprehensive Modernization	2021-2026	1
402	221306	900 S. BRUSH ST	306	Comprehensive Modernization	2021-2026	1
402	221307	900 S. BRUSH ST	307	Comprehensive Modernization	2021-2026	1
402	221308	900 S. BRUSH ST	308	Comprehensive Modernization	2021-2026	1
402	221309	900 S. BRUSH ST	309	Comprehensive Modernization	2021-2026	1
402	221310	900 S. BRUSH ST	310	Comprehensive Modernization	2021-2026	1
402	221311	900 S. BRUSH ST	311	Comprehensive Modernization	2021-2026	1
402	221312	900 S. BRUSH ST	312	Comprehensive Modernization	2021-2026	1
402	221313	900 S. BRUSH ST	313	Comprehensive Modernization	2021-2026	1
402	221314	900 S. BRUSH ST	314	Comprehensive Modernization	2021-2026	1
402	221315	900 S. BRUSH ST	315	Comprehensive Modernization	2021-2026	1
402	221316	900 S. BRUSH ST	316	Comprehensive Modernization	2021-2026	1
402	221317	900 S. BRUSH ST	317	Comprehensive Modernization	2021-2026	1
402	221318	900 S. BRUSH ST	318	Comprehensive Modernization	2021-2026	1
402	221319	900 S. BRUSH ST	319	Comprehensive Modernization	2021-2026	1
402	221320	900 S. BRUSH ST	320	Comprehensive Modernization	2021-2026	1
402	221321	900 S. BRUSH ST	321	Comprehensive Modernization	2021-2026	1
402	221322	900 S. BRUSH ST	322	Comprehensive Modernization	2021-2026	1
402	221323	900 S. BRUSH ST	323	Comprehensive Modernization	2021-2026	1

Units with Approved Vacancies for Modernization

402	221324	900 S. BRUSH ST	324	Comprehensive Modernization	2021-2026	1
402	221325	900 S. BRUSH ST	325	Comprehensive Modernization	2021-2026	1
402	221326	900 S. BRUSH ST	326	Comprehensive Modernization	2021-2026	1
402	221327	900 S. BRUSH ST	327	Comprehensive Modernization	2021-2026	1
402	221328	900 S. BRUSH ST	328	Comprehensive Modernization	2021-2026	1
402	221329	900 S. BRUSH ST	329	Comprehensive Modernization	2021-2026	1
402	221330	900 S. BRUSH ST	330	Comprehensive Modernization	2021-2026	1
402	221331	900 S. BRUSH ST	331	Comprehensive Modernization	2021-2026	1
402	221332	900 S. BRUSH ST	332	Comprehensive Modernization	2021-2026	1
402	221333	900 S. BRUSH ST	333	Comprehensive Modernization	2021-2026	1
402	221334	900 S. BRUSH ST	334	Comprehensive Modernization	2021-2026	1
402	221335	900 S. BRUSH ST	335	Comprehensive Modernization	2021-2026	1
402	221336	900 S. BRUSH ST	336	Comprehensive Modernization	2021-2026	1
402	221337	900 S. BRUSH ST	337	Comprehensive Modernization	2021-2026	1
402	221338	900 S. BRUSH ST	338	Comprehensive Modernization	2021-2026	1
402	221339	900 S. BRUSH ST	339	Comprehensive Modernization	2021-2026	1
402	221340	900 S. BRUSH ST	340	Comprehensive Modernization	2021-2026	1
402	221341	900 S. BRUSH ST	341	Comprehensive Modernization	2021-2026	1
402	221342	900 S. BRUSH ST	342	Comprehensive Modernization	2021-2026	1
402	221343	900 S. BRUSH ST	343	Comprehensive Modernization	2021-2026	1
402	221344	900 S. BRUSH ST	344	Comprehensive Modernization	2021-2026	1
402	221345	900 S. BRUSH ST	345	Comprehensive Modernization	2021-2026	1
402	221346	900 S. BRUSH ST	346	Comprehensive Modernization	2021-2026	1
402	221347	900 S. BRUSH ST	347	Comprehensive Modernization	2021-2026	1
402	221348	900 S. BRUSH ST	348	Comprehensive Modernization	2021-2026	1
402	221349	900 S. BRUSH ST	349	Comprehensive Modernization	2021-2026	1
402	221350	900 S. BRUSH ST	350	Comprehensive Modernization	2021-2026	1
402	221351	900 S. BRUSH ST	351	Comprehensive Modernization	2021-2026	1
402	221352	900 S. BRUSH ST	352	Comprehensive Modernization	2021-2026	1
402	221353	900 S. BRUSH ST	353	Comprehensive Modernization	2021-2026	1
402	221354	900 S. BRUSH ST	354	Comprehensive Modernization	2021-2026	1
402	221355	900 S. BRUSH ST	355	Comprehensive Modernization	2021-2026	1
402	221356	900 S. BRUSH ST	356	Comprehensive Modernization	2021-2026	1
402	221357	900 S. BRUSH ST	357	Comprehensive Modernization	2021-2026	1
402	221358	900 S. BRUSH ST	358	Comprehensive Modernization	2021-2026	1
402	221359	900 S. BRUSH ST	359	Comprehensive Modernization	2021-2026	1
402	221360	900 S. BRUSH ST	360	Comprehensive Modernization	2021-2026	1
402	221401	900 S. BRUSH ST	401	Comprehensive Modernization	2021-2026	1
402	221402	900 S. BRUSH ST	402	Comprehensive Modernization	2021-2026	1
402	221403	900 S. BRUSH ST	403	Comprehensive Modernization	2021-2026	1
402	221404	900 S. BRUSH ST	404	Comprehensive Modernization	2021-2026	1
402	221405	900 S. BRUSH ST	405	Comprehensive Modernization	2021-2026	1
402	221406	900 S. BRUSH ST	406	Comprehensive Modernization	2021-2026	1

Units with Approved Vacancies for Modernization

402	221407	900 S. BRUSH ST	407	Comprehensive Modernization	2021-2026	1
402	221408	900 S. BRUSH ST	408	Comprehensive Modernization	2021-2026	1
402	221409	900 S. BRUSH ST	409	Comprehensive Modernization	2021-2026	1
402	221410	900 S. BRUSH ST	410	Comprehensive Modernization	2021-2026	1
402	221411	900 S. BRUSH ST	411	Comprehensive Modernization	2021-2026	1
402	221412	900 S. BRUSH ST	412	Comprehensive Modernization	2021-2026	1
402	221413	900 S. BRUSH ST	413	Comprehensive Modernization	2021-2026	1
402	221414	900 S. BRUSH ST	414	Comprehensive Modernization	2021-2026	1
402	221415	900 S. BRUSH ST	415	Comprehensive Modernization	2021-2026	1
402	221416	900 S. BRUSH ST	416	Comprehensive Modernization	2021-2026	1
402	221417	900 S. BRUSH ST	417	Comprehensive Modernization	2021-2026	1
402	221418	900 S. BRUSH ST	418	Comprehensive Modernization	2021-2026	1
402	221419	900 S. BRUSH ST	419	Comprehensive Modernization	2021-2026	1
402	221420	900 S. BRUSH ST	420	Comprehensive Modernization	2021-2026	1
402	221421	900 S. BRUSH ST	421	Comprehensive Modernization	2021-2026	1
402	221422	900 S. BRUSH ST	422	Comprehensive Modernization	2021-2026	1
402	221423	900 S. BRUSH ST	423	Comprehensive Modernization	2021-2026	1
402	221424	900 S. BRUSH ST	424	Comprehensive Modernization	2021-2026	1
402	221425	900 S. BRUSH ST	425	Comprehensive Modernization	2021-2026	1
402	221426	900 S. BRUSH ST	426	Comprehensive Modernization	2021-2026	1
402	221427	900 S. BRUSH ST	427	Comprehensive Modernization	2021-2026	1
402	221428	900 S. BRUSH ST	428	Comprehensive Modernization	2021-2026	1
402	221429	900 S. BRUSH ST	429	Comprehensive Modernization	2021-2026	1
402	221430	900 S. BRUSH ST	430	Comprehensive Modernization	2021-2026	1
402	221431	900 S. BRUSH ST	431	Comprehensive Modernization	2021-2026	1
402	221432	900 S. BRUSH ST	432	Comprehensive Modernization	2021-2026	1
402	221433	900 S. BRUSH ST	433	Comprehensive Modernization	2021-2026	1
402	221434	900 S. BRUSH ST	434	Comprehensive Modernization	2021-2026	1
402	221435	900 S. BRUSH ST	435	Comprehensive Modernization	2021-2026	1
402	221436	900 S. BRUSH ST	436	Comprehensive Modernization	2021-2026	1
402	221437	900 S. BRUSH ST	437	Comprehensive Modernization	2021-2026	1
402	221438	900 S. BRUSH ST	438	Comprehensive Modernization	2021-2026	1
402	221439	900 S. BRUSH ST	439	Comprehensive Modernization	2021-2026	1
402	221440	900 S. BRUSH ST	440	Comprehensive Modernization	2021-2026	1
402	221441	900 S. BRUSH ST	441	Comprehensive Modernization	2021-2026	1
402	221442	900 S. BRUSH ST	442	Comprehensive Modernization	2021-2026	1
402	221443	900 S. BRUSH ST	443	Comprehensive Modernization	2021-2026	1
402	221444	900 S. BRUSH ST	444	Comprehensive Modernization	2021-2026	1
402	221445	900 S. BRUSH ST	445	Comprehensive Modernization	2021-2026	1
402	221446	900 S. BRUSH ST	446	Comprehensive Modernization	2021-2026	1
402	221447	900 S. BRUSH ST	447	Comprehensive Modernization	2021-2026	1
402	221448	900 S. BRUSH ST	448	Comprehensive Modernization	2021-2026	1
402	221449	900 S. BRUSH ST	449	Comprehensive Modernization	2021-2026	1

Units with Approved Vacancies for Modernization

402	221450	900 S. BRUSH ST	450	Comprehensive Modernization	2021-2026	1
402	221451	900 S. BRUSH ST	451	Comprehensive Modernization	2021-2026	1
402	221452	900 S. BRUSH ST	452	Comprehensive Modernization	2021-2026	1
402	221453	900 S. BRUSH ST	453	Comprehensive Modernization	2021-2026	1
402	221454	900 S. BRUSH ST	454	Comprehensive Modernization	2021-2026	1
402	221455	900 S. BRUSH ST	455	Comprehensive Modernization	2021-2026	1
402	221456	900 S. BRUSH ST	456	Comprehensive Modernization	2021-2026	1
402	221457	900 S. BRUSH ST	457	Comprehensive Modernization	2021-2026	1
402	221458	900 S. BRUSH ST	458	Comprehensive Modernization	2021-2026	1
402	221459	900 S. BRUSH ST	459	Comprehensive Modernization	2021-2026	1
402	221460	900 S. BRUSH ST	460	Comprehensive Modernization	2021-2026	1
						220

Sartini Plaza Annex: Rental Assistance Demonstration (RAD) Program application submitted 2015 as part of the Portfolio RAD Application Group 1. CHAP received 2017 an extended by 12 months. Estimated Securing all Financing and Construction NTP Date: 2020-2023. Anticipated Completion: 2021-2026

AMP No.	Unit No.	Unit Address		Scope of Work	Estimated Completion	Count
402	221001	5200 ALPINE PL	01	Comprehensive Modernization	2021-2026	1
402	221002	5200 ALPINE PL	02	Comprehensive Modernization	2021-2026	1
402	221003	5200 ALPINE PL	03	Comprehensive Modernization	2021-2026	1
402	221004	5200 ALPINE PL	04	Comprehensive Modernization	2021-2026	1
402	221005	5200 ALPINE PL	05	Comprehensive Modernization	2021-2026	1
402	221006	5200 ALPINE PL	06	Comprehensive Modernization	2021-2026	1
402	221007	5200 ALPINE PL	07	Comprehensive Modernization	2021-2026	1
402	221008	5200 ALPINE PL	08	Comprehensive Modernization	2021-2026	1
402	221009	5200 ALPINE PL	09	Comprehensive Modernization	2021-2026	1
402	221010	5200 ALPINE PL	10	Comprehensive Modernization	2021-2026	1
402	221011	5200 ALPINE PL	11	Comprehensive Modernization	2021-2026	1
402	221012	5200 ALPINE PL	12	Comprehensive Modernization	2021-2026	1
402	221013	5200 ALPINE PL	13	Comprehensive Modernization	2021-2026	1
402	221014	5200 ALPINE PL	14	Comprehensive Modernization	2021-2026	1
402	221015	5200 ALPINE PL	15	Comprehensive Modernization	2021-2026	1
402	221016	5200 ALPINE PL	16	Comprehensive Modernization	2021-2026	1
402	221017	5200 ALPINE PL	17	Comprehensive Modernization	2021-2026	1
402	221018	5200 ALPINE PL	18	Comprehensive Modernization	2021-2026	1
402	221019	5200 ALPINE PL	19	Comprehensive Modernization	2021-2026	1
402	221020	5200 ALPINE PL	20	Comprehensive Modernization	2021-2026	1
402	221021	5200 ALPINE PL	21	Comprehensive Modernization	2021-2026	1
402	221022	5200 ALPINE PL	22	Comprehensive Modernization	2021-2026	1
402	221023	5200 ALPINE PL	23	Comprehensive Modernization	2021-2026	1
402	221024	5200 ALPINE PL	24	Comprehensive Modernization	2021-2026	1
402	221025	5200 ALPINE PL	25	Comprehensive Modernization	2021-2026	1
402	221026	5200 ALPINE PL	26	Comprehensive Modernization	2021-2026	1

Units with Approved Vacancies for Modernization

402	221027	5200 ALPINE PL	27	Comprehensive Modernization	2021-2026	1
402	221028	5200 ALPINE PL	28	Comprehensive Modernization	2021-2026	1
402	221029	5200 ALPINE PL	29	Comprehensive Modernization	2021-2026	1
402	221030	5200 ALPINE PL	30	Comprehensive Modernization	2021-2026	1
402	221031	5200 ALPINE PL	31	Comprehensive Modernization	2021-2026	1
402	221032	5200 ALPINE PL	32	Comprehensive Modernization	2021-2026	1
402	221033	5200 ALPINE PL	33	Comprehensive Modernization	2021-2026	1
402	221034	5200 ALPINE PL	34	Comprehensive Modernization	2021-2026	1
402	221035	5200 ALPINE PL	35	Comprehensive Modernization	2021-2026	1
402	221036	5200 ALPINE PL	36	Comprehensive Modernization	2021-2026	1
402	221037	5200 ALPINE PL	37	Comprehensive Modernization	2021-2026	1
402	221038	5200 ALPINE PL	38	Comprehensive Modernization	2021-2026	1
402	221039	5200 ALPINE PL	39	Comprehensive Modernization	2021-2026	1
						39

Schaffer Heights: Rental Assistance Demonstration (RAD) Program application to be submitted 2019 as part of the Portfolio RAD Application Group 2. CHAP anticipated 2020. Estimated Securing all Financing and Construction NTP Date: 2023-2026. Anticipated Completion: 2024-2029

AMP No.	Unit No.	Unit Address		Scope of Work	Estimated Completion	Count
404	00SH1A	2901 SCHAFFER CIR	1A	Comprehensive Modernization	2023-2026	1
404	00SH1B	2901 SCHAFFER CIR	1B	Comprehensive Modernization	2023-2026	1
404	00SH1C	2901 SCHAFFER CIR	1C	Comprehensive Modernization	2023-2026	1
404	00SH1D	2901 SCHAFFER CIR	1D	Comprehensive Modernization	2023-2026	1
404	00SH2A	2901 SCHAFFER CIR	2A	Comprehensive Modernization	2023-2026	1
404	00SH2B	2901 SCHAFFER CIR	2B	Comprehensive Modernization	2023-2026	1
404	00SH2C	2901 SCHAFFER CIR	2C	Comprehensive Modernization	2023-2026	1
404	00SH2D	2901 SCHAFFER CIR	2D	Comprehensive Modernization	2023-2026	1
404	00SH3A	2901 SCHAFFER CIR	3A	Comprehensive Modernization	2023-2026	1
404	00SH3B	2901 SCHAFFER CIR	3B	Comprehensive Modernization	2023-2026	1
404	00SH3C	2901 SCHAFFER CIR	3C	Comprehensive Modernization	2023-2026	1
404	00SH3D	2901 SCHAFFER CIR	3D	Comprehensive Modernization	2023-2026	1
404	00SH4A	2901 SCHAFFER CIR	4A	Comprehensive Modernization	2023-2026	1
404	00SH4B	2901 SCHAFFER CIR	4B	Comprehensive Modernization	2023-2026	1
404	00SH4C	2901 SCHAFFER CIR	4C	Comprehensive Modernization	2023-2026	1
404	00SH4D	2901 SCHAFFER CIR	4D	Comprehensive Modernization	2023-2026	1
404	00SH5A	2901 SCHAFFER CIR	5A	Comprehensive Modernization	2023-2026	1
404	00SH5B	2901 SCHAFFER CIR	5B	Comprehensive Modernization	2023-2026	1
404	00SH5C	2901 SCHAFFER CIR	5C	Comprehensive Modernization	2023-2026	1
404	00SH5D	2901 SCHAFFER CIR	5D	Comprehensive Modernization	2023-2026	1
404	00SH6A	2901 SCHAFFER CIR	6A	Comprehensive Modernization	2023-2026	1
404	00SH6B	2901 SCHAFFER CIR	6B	Comprehensive Modernization	2023-2026	1
404	00SH6C	2901 SCHAFFER CIR	6C	Comprehensive Modernization	2023-2026	1
404	00SH6D	2901 SCHAFFER CIR	6D	Comprehensive Modernization	2023-2026	1
404	00SH7A	2901 SCHAFFER CIR	7A	Comprehensive Modernization	2023-2026	1

Units with Approved Vacancies for Modernization

404	00SH7B	2901 SCHAFFER CIR	7B	Comprehensive Modernization	2023-2026	1
404	00SH7C	2901 SCHAFFER CIR	7C	Comprehensive Modernization	2023-2026	1
404	00SH7D	2901 SCHAFFER CIR	7D	Comprehensive Modernization	2023-2026	1
404	00SH8A	2901 SCHAFFER CIR	8A	Comprehensive Modernization	2023-2026	1
404	00SH8B	2901 SCHAFFER CIR	8B	Comprehensive Modernization	2023-2026	1
404	00SH8C	2901 SCHAFFER CIR	8C	Comprehensive Modernization	2023-2026	1
404	00SH8D	2901 SCHAFFER CIR	8D	Comprehensive Modernization	2023-2026	1
404	00SH9A	2901 SCHAFFER CIR	9A	Comprehensive Modernization	2023-2026	1
404	00SH9B	2901 SCHAFFER CIR	9B	Comprehensive Modernization	2023-2026	1
404	00SH9C	2901 SCHAFFER CIR	9C	Comprehensive Modernization	2023-2026	1
404	00SH9D	2901 SCHAFFER CIR	9D	Comprehensive Modernization	2023-2026	1
404	0SH10A	2901 SCHAFFER CIR	10A	Comprehensive Modernization	2023-2026	1
404	0SH10B	2901 SCHAFFER CIR	10B	Comprehensive Modernization	2023-2026	1
404	0SH10C	2901 SCHAFFER CIR	10C	Comprehensive Modernization	2023-2026	1
404	0SH10D	2901 SCHAFFER CIR	10D	Comprehensive Modernization	2023-2026	1
404	0SH11A	2901 SCHAFFER CIR	11A	Comprehensive Modernization	2023-2026	1
404	0SH11B	2901 SCHAFFER CIR	11B	Comprehensive Modernization	2023-2026	1
404	0SH11C	2901 SCHAFFER CIR	11C	Comprehensive Modernization	2023-2026	1
404	0SH11D	2901 SCHAFFER CIR	11D	Comprehensive Modernization	2023-2026	1
404	0SH12A	2901 SCHAFFER CIR	12A	Comprehensive Modernization	2023-2026	1
404	0SH12B	2901 SCHAFFER CIR	12B	Comprehensive Modernization	2023-2026	1
404	0SH12C	2901 SCHAFFER CIR	12C	Comprehensive Modernization	2023-2026	1
404	0SH12D	2901 SCHAFFER CIR	12D	Comprehensive Modernization	2023-2026	1
404	0SH13A	2901 SCHAFFER CIR	13A	Comprehensive Modernization	2023-2026	1
404	0SH13B	2901 SCHAFFER CIR	13B	Comprehensive Modernization	2023-2026	1
404	0SH13C	2901 SCHAFFER CIR	13C	Comprehensive Modernization	2023-2026	1
404	0SH13D	2901 SCHAFFER CIR	13D	Comprehensive Modernization	2023-2026	1
404	0SH14A	2901 SCHAFFER CIR	14A	Comprehensive Modernization	2023-2026	1
404	0SH14B	2901 SCHAFFER CIR	14B	Comprehensive Modernization	2023-2026	1
404	0SH14C	2901 SCHAFFER CIR	14C	Comprehensive Modernization	2023-2026	1
404	0SH15A	2901 SCHAFFER CIR	15A	Comprehensive Modernization	2023-2026	1
404	0SH15B	2901 SCHAFFER CIR	15B	Comprehensive Modernization	2023-2026	1
404	0SH15C	2901 SCHAFFER CIR	15C	Comprehensive Modernization	2023-2026	1
404	0SH15D	2901 SCHAFFER CIR	15D	Comprehensive Modernization	2023-2026	1
404	0SH16A	2901 SCHAFFER CIR	16A	Comprehensive Modernization	2023-2026	1
404	0SH16B	2901 SCHAFFER CIR	16B	Comprehensive Modernization	2023-2026	1
404	0SH16C	2901 SCHAFFER CIR	16C	Comprehensive Modernization	2023-2026	1
404	0SH16D	2901 SCHAFFER CIR	16D	Comprehensive Modernization	2023-2026	1
404	0SH17A	2901 SCHAFFER CIR	17A	Comprehensive Modernization	2023-2026	1
404	0SH17B	2901 SCHAFFER CIR	17B	Comprehensive Modernization	2023-2026	1
404	0SH17C	2901 SCHAFFER CIR	17C	Comprehensive Modernization	2023-2026	1
404	0SH17D	2901 SCHAFFER CIR	17D	Comprehensive Modernization	2023-2026	1
404	0SH18A	2901 SCHAFFER CIR	18A	Comprehensive Modernization	2023-2026	1

Units with Approved Vacancies for Modernization

404	0SH18B	2901 SCHAFFER CIR	18B	Comprehensive Modernization	2023-2026	1
404	0SH18C	2901 SCHAFFER CIR	18C	Comprehensive Modernization	2023-2026	1
404	0SH18D	2901 SCHAFFER CIR	18D	Comprehensive Modernization	2023-2026	1
404	0SH19A	2901 SCHAFFER CIR	19A	Comprehensive Modernization	2023-2026	1
404	0SH19B	2901 SCHAFFER CIR	19B	Comprehensive Modernization	2023-2026	1
404	0SH19C	2901 SCHAFFER CIR	19C	Comprehensive Modernization	2023-2026	1
404	0SH19D	2901 SCHAFFER CIR	19D	Comprehensive Modernization	2023-2026	1
						75

Aida Brents: Rental Assistance Demonstration (RAD) Program application to be submitted 2019 as part of the Portfolio RAD Application Group 2. CHAP anticipated 2020. Estimated Securing all Financing and Construction NTP Date: 2023-2026. Anticipated Completion: 2024-2029

AMP No.	Unit No.	Unit Address		Scope of Work	Estimated Completion	Count
403	224001	2120 VEGAS DRIVE	1	Comprehensive Modernization	2023-2026	1
403	224002	2120 VEGAS DRIVE	2	Comprehensive Modernization	2023-2026	1
403	224003	2120 VEGAS DRIVE	3	Comprehensive Modernization	2023-2026	1
403	224004	2120 VEGAS DRIVE	4	Comprehensive Modernization	2023-2026	1
403	224005	2120 VEGAS DRIVE	5	Comprehensive Modernization	2023-2026	1
403	224006	2120 VEGAS DRIVE	6	Comprehensive Modernization	2023-2026	1
403	224007	2120 VEGAS DRIVE	7	Comprehensive Modernization	2023-2026	1
403	224008	2120 VEGAS DRIVE	8	Comprehensive Modernization	2023-2026	1
403	224009	2120 VEGAS DRIVE	9	Comprehensive Modernization	2023-2026	1
403	224010	2120 VEGAS DRIVE	10	Comprehensive Modernization	2023-2026	1
403	224011	2120 VEGAS DRIVE	11	Comprehensive Modernization	2023-2026	1
403	224012	2120 VEGAS DRIVE	12	Comprehensive Modernization	2023-2026	1
403	224013	2120 VEGAS DRIVE	13	Comprehensive Modernization	2023-2026	1
403	224014	2120 VEGAS DRIVE	14	Comprehensive Modernization	2023-2026	1
403	224015	2120 VEGAS DRIVE	15	Comprehensive Modernization	2023-2026	1
403	224016	2120 VEGAS DRIVE	16	Comprehensive Modernization	2023-2026	1
403	224017	2120 VEGAS DRIVE	17	Comprehensive Modernization	2023-2026	1
403	224018	2120 VEGAS DRIVE	18	Comprehensive Modernization	2023-2026	1
403	224019	2120 VEGAS DRIVE	19	Comprehensive Modernization	2023-2026	1
403	224020	2120 VEGAS DRIVE	20	Comprehensive Modernization	2023-2026	1
403	224021	2120 VEGAS DRIVE	21	Comprehensive Modernization	2023-2026	1
403	224022	2120 VEGAS DRIVE	22	Comprehensive Modernization	2023-2026	1
403	224023	2120 VEGAS DRIVE	23	Comprehensive Modernization	2023-2026	1
403	224024	2120 VEGAS DRIVE	24	Comprehensive Modernization	2023-2026	1
						24

Harry Levy Gardens: Rental Assistance Demonstration (RAD) Program application to be submitted 2019 as part of the Portfolio RAD Application Group 2. CHAP anticipated 2020. Estimated Securing all Financing and Construction NTP Date: 2023-2026. Anticipated Completion: 2024-2029

AMP No.	Unit No.	Unit Address		Scope of Work	Estimated Completion	Count
403	208346	2525 W. WASHINGTON	101	Comprehensive Modernization	2023-2026	1
403	208347	2525 W. WASHINGTON	102	Comprehensive Modernization	2023-2026	1
403	208348	2525 W. WASHINGTON	103	Comprehensive Modernization	2023-2026	1

Units with Approved Vacancies for Modernization

403	208349	2525 W. WASHINGTON	104	Comprehensive Modernization	2023-2026	1
403	208350	2525 W. WASHINGTON	105	Comprehensive Modernization	2023-2026	1
403	208351	2525 W. WASHINGTON	106	Comprehensive Modernization	2023-2026	1
403	208352	2525 W. WASHINGTON	107	Comprehensive Modernization	2023-2026	1
403	208353	2525 W. WASHINGTON	108	Comprehensive Modernization	2023-2026	1
403	208354	2525 W. WASHINGTON	109	Comprehensive Modernization	2023-2026	1
403	208355	2525 W. WASHINGTON	110	Comprehensive Modernization	2023-2026	1
403	208356	2525 W. WASHINGTON	111	Comprehensive Modernization	2023-2026	1
403	208357	2525 W. WASHINGTON	112	Comprehensive Modernization	2023-2026	1
403	208358	2525 W. WASHINGTON	113	Comprehensive Modernization	2023-2026	1
403	208359	2525 W. WASHINGTON	114	Comprehensive Modernization	2023-2026	1
403	208360	2525 W. WASHINGTON	115	Comprehensive Modernization	2023-2026	1
403	208361	2525 W. WASHINGTON	116	Comprehensive Modernization	2023-2026	1
403	208362	2525 W. WASHINGTON	117	Comprehensive Modernization	2023-2026	1
403	208363	2525 W. WASHINGTON	118	Comprehensive Modernization	2023-2026	1
403	208364	2525 W. WASHINGTON	119	Comprehensive Modernization	2023-2026	1
403	208365	2525 W. WASHINGTON	120	Comprehensive Modernization	2023-2026	1
403	208366	2525 W. WASHINGTON	121	Comprehensive Modernization	2023-2026	1
403	208367	2525 W. WASHINGTON	122	Comprehensive Modernization	2023-2026	1
403	208368	2525 W. WASHINGTON	123	Comprehensive Modernization	2023-2026	1
403	208369	2525 W. WASHINGTON	124	Comprehensive Modernization	2023-2026	1
403	208370	2525 W. WASHINGTON	125	Comprehensive Modernization	2023-2026	1
403	208371	2525 W. WASHINGTON	126	Comprehensive Modernization	2023-2026	1
403	208372	2525 W. WASHINGTON	127	Comprehensive Modernization	2023-2026	1
403	208373	2525 W. WASHINGTON	128	Comprehensive Modernization	2023-2026	1
403	208374	2525 W. WASHINGTON	129	Comprehensive Modernization	2023-2026	1
403	208375	2525 W. WASHINGTON	130	Comprehensive Modernization	2023-2026	1
403	208376	2525 W. WASHINGTON	131	Comprehensive Modernization	2023-2026	1
403	208377	2525 W. WASHINGTON	132	Comprehensive Modernization	2023-2026	1
403	208378	2525 W. WASHINGTON	133	Comprehensive Modernization	2023-2026	1
403	208379	2525 W. WASHINGTON	134	Comprehensive Modernization	2023-2026	1
403	208380	2525 W. WASHINGTON	135	Comprehensive Modernization	2023-2026	1
403	208381	2525 W. WASHINGTON	136	Comprehensive Modernization	2023-2026	1
403	208382	2525 W. WASHINGTON	137	Comprehensive Modernization	2023-2026	1
403	208383	2525 W. WASHINGTON	138	Comprehensive Modernization	2023-2026	1
403	208384	2525 W. WASHINGTON	139	Comprehensive Modernization	2023-2026	1
403	208385	2525 W. WASHINGTON	140	Comprehensive Modernization	2023-2026	1
403	208386	2525 W. WASHINGTON	141	Comprehensive Modernization	2023-2026	1
403	208387	2525 W. WASHINGTON	142	Comprehensive Modernization	2023-2026	1
403	208388	2525 W. WASHINGTON	143	Comprehensive Modernization	2023-2026	1
403	208389	2525 W. WASHINGTON	144	Comprehensive Modernization	2023-2026	1
403	208390	2525 W. WASHINGTON	145	Comprehensive Modernization	2023-2026	1
403	208391	2525 W. WASHINGTON	146	Comprehensive Modernization	2023-2026	1

Units with Approved Vacancies for Modernization

403	208392	2525 W. WASHINGTON	201	Comprehensive Modernization	2023-2026	1
403	208393	2525 W. WASHINGTON	202	Comprehensive Modernization	2023-2026	1
403	208394	2525 W. WASHINGTON	203	Comprehensive Modernization	2023-2026	1
403	208395	2525 W. WASHINGTON	204	Comprehensive Modernization	2023-2026	1
403	208396	2525 W. WASHINGTON	205	Comprehensive Modernization	2023-2026	1
403	208397	2525 W. WASHINGTON	206	Comprehensive Modernization	2023-2026	1
403	208398	2525 W. WASHINGTON	207	Comprehensive Modernization	2023-2026	1
403	208399	2525 W. WASHINGTON	208	Comprehensive Modernization	2023-2026	1
403	208400	2525 W. WASHINGTON	209	Comprehensive Modernization	2023-2026	1
403	208401	2525 W. WASHINGTON	210	Comprehensive Modernization	2023-2026	1
403	208402	2525 W. WASHINGTON	211	Comprehensive Modernization	2023-2026	1
403	208403	2525 W. WASHINGTON	212	Comprehensive Modernization	2023-2026	1
403	208404	2525 W. WASHINGTON	213	Comprehensive Modernization	2023-2026	1
403	208405	2525 W. WASHINGTON	214	Comprehensive Modernization	2023-2026	1
403	208406	2525 W. WASHINGTON	215	Comprehensive Modernization	2023-2026	1
403	208407	2525 W. WASHINGTON	216	Comprehensive Modernization	2023-2026	1
403	208408	2525 W. WASHINGTON	217	Comprehensive Modernization	2023-2026	1
403	208409	2525 W. WASHINGTON	218	Comprehensive Modernization	2023-2026	1
403	208410	2525 W. WASHINGTON	219	Comprehensive Modernization	2023-2026	1
403	208411	2525 W. WASHINGTON	220	Comprehensive Modernization	2023-2026	1
403	208412	2525 W. WASHINGTON	221	Comprehensive Modernization	2023-2026	1
403	208413	2525 W. WASHINGTON	222	Comprehensive Modernization	2023-2026	1
403	208414	2525 W. WASHINGTON	223	Comprehensive Modernization	2023-2026	1
403	208415	2525 W. WASHINGTON	224	Comprehensive Modernization	2023-2026	1
403	208416	2525 W. WASHINGTON	225	Comprehensive Modernization	2023-2026	1
403	208417	2525 W. WASHINGTON	226	Comprehensive Modernization	2023-2026	1
403	208418	2525 W. WASHINGTON	227	Comprehensive Modernization	2023-2026	1
403	208419	2525 W. WASHINGTON	228	Comprehensive Modernization	2023-2026	1
403	208420	2525 W. WASHINGTON	229	Comprehensive Modernization	2023-2026	1
403	208421	2525 W. WASHINGTON	230	Comprehensive Modernization	2023-2026	1
403	208422	2525 W. WASHINGTON	231	Comprehensive Modernization	2023-2026	1
403	208423	2525 W. WASHINGTON	232	Comprehensive Modernization	2023-2026	1
403	208424	2525 W. WASHINGTON	233	Comprehensive Modernization	2023-2026	1
403	208425	2525 W. WASHINGTON	234	Comprehensive Modernization	2023-2026	1
403	208426	2525 W. WASHINGTON	235	Comprehensive Modernization	2023-2026	1
403	208427	2525 W. WASHINGTON	236	Comprehensive Modernization	2023-2026	1
403	208428	2525 W. WASHINGTON	237	Comprehensive Modernization	2023-2026	1
403	208429	2525 W. WASHINGTON	238	Comprehensive Modernization	2023-2026	1
403	208430	2525 W. WASHINGTON	239	Comprehensive Modernization	2023-2026	1
403	208431	2525 W. WASHINGTON	240	Comprehensive Modernization	2023-2026	1
403	208432	2525 W. WASHINGTON	241	Comprehensive Modernization	2023-2026	1
403	208433	2525 W. WASHINGTON	242	Comprehensive Modernization	2023-2026	1
403	208434	2525 W. WASHINGTON	243	Comprehensive Modernization	2023-2026	1

Units with Approved Vacancies for Modernization

403	208435	2525 W. WASHINGTON	244	Comprehensive Modernization	2023-2026	1
403	208436	2525 W. WASHINGTON	245	Comprehensive Modernization	2023-2026	1
403	208437	2525 W. WASHINGTON	246	Comprehensive Modernization	2023-2026	1
403	208438	2525 W. WASHINGTON	247	Comprehensive Modernization	2023-2026	1
403	208439	2525 W. WASHINGTON	248	Comprehensive Modernization	2023-2026	1
403	208440	2525 W. WASHINGTON	249	Comprehensive Modernization	2023-2026	1
403	208441	2525 W. WASHINGTON	250	Comprehensive Modernization	2023-2026	1
403	208442	2525 W. WASHINGTON	251	Comprehensive Modernization	2023-2026	1
403	208443	2525 W. WASHINGTON	252	Comprehensive Modernization	2023-2026	1
403	208444	2525 W. WASHINGTON	301	Comprehensive Modernization	2023-2026	1
403	208445	2525 W. WASHINGTON	302	Comprehensive Modernization	2023-2026	1
403	208446	2525 W. WASHINGTON	303	Comprehensive Modernization	2023-2026	1
403	208447	2525 W. WASHINGTON	304	Comprehensive Modernization	2023-2026	1
403	208448	2525 W. WASHINGTON	305	Comprehensive Modernization	2023-2026	1
403	208449	2525 W. WASHINGTON	306	Comprehensive Modernization	2023-2026	1
403	208450	2525 W. WASHINGTON	307	Comprehensive Modernization	2023-2026	1
403	208451	2525 W. WASHINGTON	308	Comprehensive Modernization	2023-2026	1
403	208452	2525 W. WASHINGTON	309	Comprehensive Modernization	2023-2026	1
403	208453	2525 W. WASHINGTON	310	Comprehensive Modernization	2023-2026	1
403	208454	2525 W. WASHINGTON	311	Comprehensive Modernization	2023-2026	1
403	208455	2525 W. WASHINGTON	312	Comprehensive Modernization	2023-2026	1
403	208456	2525 W. WASHINGTON	313	Comprehensive Modernization	2023-2026	1
403	208457	2525 W. WASHINGTON	314	Comprehensive Modernization	2023-2026	1
403	208458	2525 W. WASHINGTON	315	Comprehensive Modernization	2023-2026	1
403	208459	2525 W. WASHINGTON	316	Comprehensive Modernization	2023-2026	1
403	208460	2525 W. WASHINGTON	317	Comprehensive Modernization	2023-2026	1
403	208461	2525 W. WASHINGTON	318	Comprehensive Modernization	2023-2026	1
403	208462	2525 W. WASHINGTON	319	Comprehensive Modernization	2023-2026	1
403	208463	2525 W. WASHINGTON	320	Comprehensive Modernization	2023-2026	1
403	208464	2525 W. WASHINGTON	321	Comprehensive Modernization	2023-2026	1
403	208465	2525 W. WASHINGTON	322	Comprehensive Modernization	2023-2026	1
403	208466	2525 W. WASHINGTON	323	Comprehensive Modernization	2023-2026	1
403	208467	2525 W. WASHINGTON	324	Comprehensive Modernization	2023-2026	1
403	208468	2525 W. WASHINGTON	325	Comprehensive Modernization	2023-2026	1
403	208469	2525 W. WASHINGTON	326	Comprehensive Modernization	2023-2026	1
403	208470	2525 W. WASHINGTON	327	Comprehensive Modernization	2023-2026	1
403	208471	2525 W. WASHINGTON	328	Comprehensive Modernization	2023-2026	1
403	208472	2525 W. WASHINGTON	329	Comprehensive Modernization	2023-2026	1
403	208473	2525 W. WASHINGTON	330	Comprehensive Modernization	2023-2026	1
403	208474	2525 W. WASHINGTON	331	Comprehensive Modernization	2023-2026	1
403	208475	2525 W. WASHINGTON	332	Comprehensive Modernization	2023-2026	1
403	208476	2525 W. WASHINGTON	333	Comprehensive Modernization	2023-2026	1
403	208477	2525 W. WASHINGTON	334	Comprehensive Modernization	2023-2026	1

Units with Approved Vacancies for Modernization

403	208478	2525 W. WASHINGTON	335	Comprehensive Modernization	2023-2026	1
403	208479	2525 W. WASHINGTON	336	Comprehensive Modernization	2023-2026	1
403	208480	2525 W. WASHINGTON	337	Comprehensive Modernization	2023-2026	1
403	208481	2525 W. WASHINGTON	338	Comprehensive Modernization	2023-2026	1
403	208482	2525 W. WASHINGTON	339	Comprehensive Modernization	2023-2026	1
403	208483	2525 W. WASHINGTON	340	Comprehensive Modernization	2023-2026	1
403	208484	2525 W. WASHINGTON	341	Comprehensive Modernization	2023-2026	1
403	208485	2525 W. WASHINGTON	342	Comprehensive Modernization	2023-2026	1
403	208486	2525 W. WASHINGTON	343	Comprehensive Modernization	2023-2026	1
403	208487	2525 W. WASHINGTON	344	Comprehensive Modernization	2023-2026	1
403	208488	2525 W. WASHINGTON	345	Comprehensive Modernization	2023-2026	1
403	208489	2525 W. WASHINGTON	346	Comprehensive Modernization	2023-2026	1
403	208490	2525 W. WASHINGTON	347	Comprehensive Modernization	2023-2026	1
403	208491	2525 W. WASHINGTON	348	Comprehensive Modernization	2023-2026	1
403	208492	2525 W. WASHINGTON	349	Comprehensive Modernization	2023-2026	1
403	208493	2525 W. WASHINGTON	350	Comprehensive Modernization	2023-2026	1
403	208494	2525 W. WASHINGTON	351	Comprehensive Modernization	2023-2026	1
403	208495	2525 W. WASHINGTON	352	Comprehensive Modernization	2023-2026	1

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James Down Towers: Rental Assistance Demonstration (RAD) Program application to be submitted 2019 as part of the Portfolio RAD Application Group 2. CHAP anticipated 2020. Estimated Securing all Financing and Construction NTP Date: 2023-2026. Anticipated Completion: 2024-2029

AMP No.	Unit No.	Unit Address		Scope of Work	Estimated Completion	Count
402	212496	5000 W. ALTA DR.	101	Comprehensive Modernization	2023-2026	1
402	212497	5000 W. ALTA DR.	102	Comprehensive Modernization	2023-2026	1
402	212498	5000 W. ALTA DR.	103	Comprehensive Modernization	2023-2026	1
402	212499	5000 W. ALTA DR.	104	Comprehensive Modernization	2023-2026	1
402	212500	5000 W. ALTA DR.	105	Comprehensive Modernization	2023-2026	1
402	212501	5000 W. ALTA DR.	106	Comprehensive Modernization	2023-2026	1
402	212502	5000 W. ALTA DR.	107	Comprehensive Modernization	2023-2026	1
402	212503	5000 W. ALTA DR.	108	Comprehensive Modernization	2023-2026	1
402	212504	5000 W. ALTA DR.	109	Comprehensive Modernization	2023-2026	1
402	212505	5000 W. ALTA DR.	110	Comprehensive Modernization	2023-2026	1
402	212506	5000 W. ALTA DR.	111	Comprehensive Modernization	2023-2026	1
402	212507	5000 W. ALTA DR.	112	Comprehensive Modernization	2023-2026	1
402	212508	5000 W. ALTA DR.	113	Comprehensive Modernization	2023-2026	1
402	212509	5000 W. ALTA DR.	114	Comprehensive Modernization	2023-2026	1
402	212510	5000 W. ALTA DR.	115	Comprehensive Modernization	2023-2026	1
402	212511	5000 W. ALTA DR.	116	Comprehensive Modernization	2023-2026	1
402	212512	5000 W. ALTA DR.	117	Comprehensive Modernization	2023-2026	1
402	212513	5000 W. ALTA DR.	118	Comprehensive Modernization	2023-2026	1
402	212514	5000 W. ALTA DR.	119	Comprehensive Modernization	2023-2026	1
402	212515	5000 W. ALTA DR.	120	Comprehensive Modernization	2023-2026	1
402	212516	5000 W. ALTA DR.	121	Comprehensive Modernization	2023-2026	1

Units with Approved Vacancies for Modernization

402	212517	5000 W. ALTA DR.	122	Comprehensive Modernization	2023-2026	1
402	212518	5000 W. ALTA DR.	123	Comprehensive Modernization	2023-2026	1
402	212519	5000 W. ALTA DR.	124	Comprehensive Modernization	2023-2026	1
402	212520	5000 W. ALTA DR.	125	Comprehensive Modernization	2023-2026	1
402	212521	5000 W. ALTA DR.	126	Comprehensive Modernization	2023-2026	1
402	212522	5000 W. ALTA DR.	127	Comprehensive Modernization	2023-2026	1
402	212523	5000 W. ALTA DR.	128	Comprehensive Modernization	2023-2026	1
402	212524	5000 W. ALTA DR.	129	Comprehensive Modernization	2023-2026	1
402	212525	5000 W. ALTA DR.	130	Comprehensive Modernization	2023-2026	1
402	212526	5000 W. ALTA DR.	131	Comprehensive Modernization	2023-2026	1
402	212527	5000 W. ALTA DR.	132	Comprehensive Modernization	2023-2026	1
402	212528	5000 W. ALTA DR.	133	Comprehensive Modernization	2023-2026	1
402	212529	5000 W. ALTA DR.	134	Comprehensive Modernization	2023-2026	1
402	212530	5000 W. ALTA DR.	135	Comprehensive Modernization	2023-2026	1
402	212531	5000 W. ALTA DR.	136	Comprehensive Modernization	2023-2026	1
402	212532	5000 W. ALTA DR.	137	Comprehensive Modernization	2023-2026	1
402	212533	5000 W. ALTA DR.	138	Comprehensive Modernization	2023-2026	1
402	212534	5000 W. ALTA DR.	139	Comprehensive Modernization	2023-2026	1
402	212535	5000 W. ALTA DR.	140	Comprehensive Modernization	2023-2026	1
402	212536	5000 W. ALTA DR.	141	Comprehensive Modernization	2023-2026	1
402	212537	5000 W. ALTA DR.	142	Comprehensive Modernization	2023-2026	1
402	212538	5000 W. ALTA DR.	143	Comprehensive Modernization	2023-2026	1
402	212539	5000 W. ALTA DR.	144	Comprehensive Modernization	2023-2026	1
402	212540	5000 W. ALTA DR.	145	Comprehensive Modernization	2023-2026	1
402	212541	5000 W. ALTA DR.	146	Comprehensive Modernization	2023-2026	1
402	212542	5000 W. ALTA DR.	147	Comprehensive Modernization	2023-2026	1
402	212543	5000 W. ALTA DR.	148	Comprehensive Modernization	2023-2026	1
402	212544	5000 W. ALTA DR.	201	Comprehensive Modernization	2023-2026	1
402	212545	5000 W. ALTA DR.	202	Comprehensive Modernization	2023-2026	1
402	212546	5000 W. ALTA DR.	203	Comprehensive Modernization	2023-2026	1
402	212547	5000 W. ALTA DR.	204	Comprehensive Modernization	2023-2026	1
402	212548	5000 W. ALTA DR.	205	Comprehensive Modernization	2023-2026	1
402	212549	5000 W. ALTA DR.	206	Comprehensive Modernization	2023-2026	1
402	212550	5000 W. ALTA DR.	207	Comprehensive Modernization	2023-2026	1
402	212551	5000 W. ALTA DR.	208	Comprehensive Modernization	2023-2026	1
402	212552	5000 W. ALTA DR.	209	Comprehensive Modernization	2023-2026	1
402	212553	5000 W. ALTA DR.	210	Comprehensive Modernization	2023-2026	1
402	212554	5000 W. ALTA DR.	211	Comprehensive Modernization	2023-2026	1
402	212555	5000 W. ALTA DR.	212	Comprehensive Modernization	2023-2026	1
402	212556	5000 W. ALTA DR.	213	Comprehensive Modernization	2023-2026	1
402	212557	5000 W. ALTA DR.	214	Comprehensive Modernization	2023-2026	1
402	212558	5000 W. ALTA DR.	215	Comprehensive Modernization	2023-2026	1
402	212559	5000 W. ALTA DR.	216	Comprehensive Modernization	2023-2026	1

Units with Approved Vacancies for Modernization

402	212560	5000 W. ALTA DR.	217	Comprehensive Modernization	2023-2026	1
402	212561	5000 W. ALTA DR.	218	Comprehensive Modernization	2023-2026	1
402	212562	5000 W. ALTA DR.	219	Comprehensive Modernization	2023-2026	1
402	212563	5000 W. ALTA DR.	220	Comprehensive Modernization	2023-2026	1
402	212564	5000 W. ALTA DR.	221	Comprehensive Modernization	2023-2026	1
402	212565	5000 W. ALTA DR.	222	Comprehensive Modernization	2023-2026	1
402	212566	5000 W. ALTA DR.	223	Comprehensive Modernization	2023-2026	1
402	212567	5000 W. ALTA DR.	224	Comprehensive Modernization	2023-2026	1
402	212568	5000 W. ALTA DR.	225	Comprehensive Modernization	2023-2026	1
402	212569	5000 W. ALTA DR.	226	Comprehensive Modernization	2023-2026	1
402	212570	5000 W. ALTA DR.	227	Comprehensive Modernization	2023-2026	1
402	212571	5000 W. ALTA DR.	228	Comprehensive Modernization	2023-2026	1
402	212572	5000 W. ALTA DR.	229	Comprehensive Modernization	2023-2026	1
402	212573	5000 W. ALTA DR.	230	Comprehensive Modernization	2023-2026	1
402	212574	5000 W. ALTA DR.	231	Comprehensive Modernization	2023-2026	1
402	212575	5000 W. ALTA DR.	232	Comprehensive Modernization	2023-2026	1
402	212576	5000 W. ALTA DR.	233	Comprehensive Modernization	2023-2026	1
402	212577	5000 W. ALTA DR.	234	Comprehensive Modernization	2023-2026	1
402	212578	5000 W. ALTA DR.	235	Comprehensive Modernization	2023-2026	1
402	212579	5000 W. ALTA DR.	236	Comprehensive Modernization	2023-2026	1
402	212580	5000 W. ALTA DR.	237	Comprehensive Modernization	2023-2026	1
402	212581	5000 W. ALTA DR.	238	Comprehensive Modernization	2023-2026	1
402	212582	5000 W. ALTA DR.	239	Comprehensive Modernization	2023-2026	1
402	212583	5000 W. ALTA DR.	240	Comprehensive Modernization	2023-2026	1
402	212584	5000 W. ALTA DR.	241	Comprehensive Modernization	2023-2026	1
402	212585	5000 W. ALTA DR.	242	Comprehensive Modernization	2023-2026	1
402	212586	5000 W. ALTA DR.	243	Comprehensive Modernization	2023-2026	1
402	212587	5000 W. ALTA DR.	244	Comprehensive Modernization	2023-2026	1
402	212588	5000 W. ALTA DR.	245	Comprehensive Modernization	2023-2026	1
402	212589	5000 W. ALTA DR.	246	Comprehensive Modernization	2023-2026	1
402	212590	5000 W. ALTA DR.	247	Comprehensive Modernization	2023-2026	1
402	212591	5000 W. ALTA DR.	248	Comprehensive Modernization	2023-2026	1
402	212592	5000 W. ALTA DR.	249	Comprehensive Modernization	2023-2026	1
402	212593	5000 W. ALTA DR.	250	Comprehensive Modernization	2023-2026	1
402	212594	5000 W. ALTA DR.	251	Comprehensive Modernization	2023-2026	1
402	212595	5000 W. ALTA DR.	252	Comprehensive Modernization	2023-2026	1
402	212596	5000 W. ALTA DR.	301	Comprehensive Modernization	2023-2026	1
402	212597	5000 W. ALTA DR.	302	Comprehensive Modernization	2023-2026	1
402	212598	5000 W. ALTA DR.	303	Comprehensive Modernization	2023-2026	1
402	212599	5000 W. ALTA DR.	304	Comprehensive Modernization	2023-2026	1
402	212600	5000 W. ALTA DR.	305	Comprehensive Modernization	2023-2026	1
402	212601	5000 W. ALTA DR.	306	Comprehensive Modernization	2023-2026	1
402	212602	5000 W. ALTA DR.	307	Comprehensive Modernization	2023-2026	1

Units with Approved Vacancies for Modernization

402	212603	5000 W. ALTA DR.	308	Comprehensive Modernization	2023-2026	1
402	212604	5000 W. ALTA DR.	309	Comprehensive Modernization	2023-2026	1
402	212605	5000 W. ALTA DR.	310	Comprehensive Modernization	2023-2026	1
402	212606	5000 W. ALTA DR.	311	Comprehensive Modernization	2023-2026	1
402	212607	5000 W. ALTA DR.	312	Comprehensive Modernization	2023-2026	1
402	212608	5000 W. ALTA DR.	313	Comprehensive Modernization	2023-2026	1
402	212609	5000 W. ALTA DR.	314	Comprehensive Modernization	2023-2026	1
402	212610	5000 W. ALTA DR.	315	Comprehensive Modernization	2023-2026	1
402	212611	5000 W. ALTA DR.	316	Comprehensive Modernization	2023-2026	1
402	212612	5000 W. ALTA DR.	317	Comprehensive Modernization	2023-2026	1
402	212613	5000 W. ALTA DR.	318	Comprehensive Modernization	2023-2026	1
402	212614	5000 W. ALTA DR.	319	Comprehensive Modernization	2023-2026	1
402	212615	5000 W. ALTA DR.	320	Comprehensive Modernization	2023-2026	1
402	212616	5000 W. ALTA DR.	321	Comprehensive Modernization	2023-2026	1
402	212617	5000 W. ALTA DR.	322	Comprehensive Modernization	2023-2026	1
402	212618	5000 W. ALTA DR.	323	Comprehensive Modernization	2023-2026	1
402	212619	5000 W. ALTA DR.	324	Comprehensive Modernization	2023-2026	1
402	212620	5000 W. ALTA DR.	325	Comprehensive Modernization	2023-2026	1
402	212621	5000 W. ALTA DR.	326	Comprehensive Modernization	2023-2026	1
402	212622	5000 W. ALTA DR.	327	Comprehensive Modernization	2023-2026	1
402	212623	5000 W. ALTA DR.	328	Comprehensive Modernization	2023-2026	1
402	212624	5000 W. ALTA DR.	329	Comprehensive Modernization	2023-2026	1
402	212625	5000 W. ALTA DR.	330	Comprehensive Modernization	2023-2026	1
402	212626	5000 W. ALTA DR.	331	Comprehensive Modernization	2023-2026	1
402	212627	5000 W. ALTA DR.	332	Comprehensive Modernization	2023-2026	1
402	212628	5000 W. ALTA DR.	333	Comprehensive Modernization	2023-2026	1
402	212629	5000 W. ALTA DR.	334	Comprehensive Modernization	2023-2026	1
402	212630	5000 W. ALTA DR.	335	Comprehensive Modernization	2023-2026	1
402	212631	5000 W. ALTA DR.	336	Comprehensive Modernization	2023-2026	1
402	212632	5000 W. ALTA DR.	337	Comprehensive Modernization	2023-2026	1
402	212633	5000 W. ALTA DR.	338	Comprehensive Modernization	2023-2026	1
402	212634	5000 W. ALTA DR.	339	Comprehensive Modernization	2023-2026	1
402	212635	5000 W. ALTA DR.	340	Comprehensive Modernization	2023-2026	1
402	212636	5000 W. ALTA DR.	341	Comprehensive Modernization	2023-2026	1
402	212637	5000 W. ALTA DR.	342	Comprehensive Modernization	2023-2026	1
402	212638	5000 W. ALTA DR.	343	Comprehensive Modernization	2023-2026	1
402	212639	5000 W. ALTA DR.	344	Comprehensive Modernization	2023-2026	1
402	212640	5000 W. ALTA DR.	345	Comprehensive Modernization	2023-2026	1
402	212641	5000 W. ALTA DR.	346	Comprehensive Modernization	2023-2026	1
402	212642	5000 W. ALTA DR.	347	Comprehensive Modernization	2023-2026	1
402	212643	5000 W. ALTA DR.	348	Comprehensive Modernization	2023-2026	1
402	212644	5000 W. ALTA DR.	349	Comprehensive Modernization	2023-2026	1
402	212645	5000 W. ALTA DR.	350	Comprehensive Modernization	2023-2026	1

Units with Approved Vacancies for Modernization

402	212646	5000 W. ALTA DR.	351	Comprehensive Modernization	2023-2026	1
402	212647	5000 W. ALTA DR.	352	Comprehensive Modernization	2023-2026	1
402	212648	5000 W. ALTA DR.	401	Comprehensive Modernization	2023-2026	1
402	212649	5000 W. ALTA DR.	402	Comprehensive Modernization	2023-2026	1
402	212650	5000 W. ALTA DR.	403	Comprehensive Modernization	2023-2026	1
402	212651	5000 W. ALTA DR.	404	Comprehensive Modernization	2023-2026	1
402	212652	5000 W. ALTA DR.	405	Comprehensive Modernization	2023-2026	1
402	212653	5000 W. ALTA DR.	406	Comprehensive Modernization	2023-2026	1
402	212654	5000 W. ALTA DR.	407	Comprehensive Modernization	2023-2026	1
402	212655	5000 W. ALTA DR.	408	Comprehensive Modernization	2023-2026	1
402	212656	5000 W. ALTA DR.	409	Comprehensive Modernization	2023-2026	1
402	212657	5000 W. ALTA DR.	410	Comprehensive Modernization	2023-2026	1
402	212658	5000 W. ALTA DR.	411	Comprehensive Modernization	2023-2026	1
402	212659	5000 W. ALTA DR.	412	Comprehensive Modernization	2023-2026	1
402	212660	5000 W. ALTA DR.	413	Comprehensive Modernization	2023-2026	1
402	212661	5000 W. ALTA DR.	414	Comprehensive Modernization	2023-2026	1
402	212662	5000 W. ALTA DR.	415	Comprehensive Modernization	2023-2026	1
402	212663	5000 W. ALTA DR.	416	Comprehensive Modernization	2023-2026	1
402	212664	5000 W. ALTA DR.	417	Comprehensive Modernization	2023-2026	1
402	212665	5000 W. ALTA DR.	418	Comprehensive Modernization	2023-2026	1
402	212666	5000 W. ALTA DR.	419	Comprehensive Modernization	2023-2026	1
402	212667	5000 W. ALTA DR.	420	Comprehensive Modernization	2023-2026	1
402	212668	5000 W. ALTA DR.	421	Comprehensive Modernization	2023-2026	1
402	212669	5000 W. ALTA DR.	422	Comprehensive Modernization	2023-2026	1
402	212670	5000 W. ALTA DR.	423	Comprehensive Modernization	2023-2026	1
402	212671	5000 W. ALTA DR.	424	Comprehensive Modernization	2023-2026	1
402	212672	5000 W. ALTA DR.	425	Comprehensive Modernization	2023-2026	1
402	212673	5000 W. ALTA DR.	426	Comprehensive Modernization	2023-2026	1
402	212674	5000 W. ALTA DR.	427	Comprehensive Modernization	2023-2026	1
402	212675	5000 W. ALTA DR.	428	Comprehensive Modernization	2023-2026	1
402	212676	5000 W. ALTA DR.	429	Comprehensive Modernization	2023-2026	1
402	212677	5000 W. ALTA DR.	430	Comprehensive Modernization	2023-2026	1
402	212678	5000 W. ALTA DR.	431	Comprehensive Modernization	2023-2026	1
402	212679	5000 W. ALTA DR.	432	Comprehensive Modernization	2023-2026	1
402	212680	5000 W. ALTA DR.	433	Comprehensive Modernization	2023-2026	1
402	212681	5000 W. ALTA DR.	434	Comprehensive Modernization	2023-2026	1
402	212682	5000 W. ALTA DR.	435	Comprehensive Modernization	2023-2026	1
402	212683	5000 W. ALTA DR.	436	Comprehensive Modernization	2023-2026	1
402	212684	5000 W. ALTA DR.	437	Comprehensive Modernization	2023-2026	1
402	212685	5000 W. ALTA DR.	438	Comprehensive Modernization	2023-2026	1
402	212686	5000 W. ALTA DR.	439	Comprehensive Modernization	2023-2026	1
402	212687	5000 W. ALTA DR.	440	Comprehensive Modernization	2023-2026	1
402	212688	5000 W. ALTA DR.	441	Comprehensive Modernization	2023-2026	1

Units with Approved Vacancies for Modernization

402	212689	5000 W. ALTA DR.	442	Comprehensive Modernization	2023-2026	1
402	212690	5000 W. ALTA DR.	443	Comprehensive Modernization	2023-2026	1
402	212691	5000 W. ALTA DR.	444	Comprehensive Modernization	2023-2026	1
402	212692	5000 W. ALTA DR.	445	Comprehensive Modernization	2023-2026	1
402	212693	5000 W. ALTA DR.	446	Comprehensive Modernization	2023-2026	1
402	212694	5000 W. ALTA DR.	447	Comprehensive Modernization	2023-2026	1
402	212695	5000 W. ALTA DR.	448	Comprehensive Modernization	2023-2026	1
						200

Hampton Court: Rental Assistance Demonstration (RAD) Program application to be submitted 2019 as part of the Portfolio RAD Application Group 2. CHAP anticipated 2020. Estimated Securing all Financing and Construction NTP Date: 2023-2026. Anticipated Completion: 2024-2029

AMP No.	Unit No.	Unit Address		Scope of Work	Estimated Completion	Count
404	00HC1A	1030 CENTER ST	1A	Comprehensive Modernization	2023-2026	1
404	00HC1B	1030 CENTER ST	1B	Comprehensive Modernization	2023-2026	1
404	00HC1C	1030 CENTER ST	1C	Comprehensive Modernization	2023-2026	1
404	00HC1D	1030 CENTER ST	1D	Comprehensive Modernization	2023-2026	1
404	00HC1E	1030 CENTER ST	1E	Comprehensive Modernization	2023-2026	1
404	00HC1F	1030 CENTER ST	1F	Comprehensive Modernization	2023-2026	1
404	00HC1G	1030 CENTER ST	1G	Comprehensive Modernization	2023-2026	1
404	00HC1H	1030 CENTER ST	1H	Comprehensive Modernization	2023-2026	1
404	00HC1I	1030 CENTER ST	1I	Comprehensive Modernization	2023-2026	1
404	00HC1J	1030 CENTER ST	1J	Comprehensive Modernization	2023-2026	1
404	00HC2A	1030 CENTER ST	2A	Comprehensive Modernization	2023-2026	1
404	00HC2B	1030 CENTER ST	2B	Comprehensive Modernization	2023-2026	1
404	00HC2C	1030 CENTER ST	2C	Comprehensive Modernization	2023-2026	1
404	00HC2D	1030 CENTER ST	2D	Comprehensive Modernization	2023-2026	1
404	00HC2E	1030 CENTER ST	2E	Comprehensive Modernization	2023-2026	1
404	00HC2F	1030 CENTER ST	2F	Comprehensive Modernization	2023-2026	1
404	00HC2G	1030 CENTER ST	2G	Comprehensive Modernization	2023-2026	1
404	00HC2H	1030 CENTER ST	2H	Comprehensive Modernization	2023-2026	1
404	00HC2I	1030 CENTER ST	2I	Comprehensive Modernization	2023-2026	1
404	00HC2J	1030 CENTER ST	2J	Comprehensive Modernization	2023-2026	1
404	00HC3A	1030 CENTER ST	3A	Comprehensive Modernization	2023-2026	1
404	00HC3B	1030 CENTER ST	3B	Comprehensive Modernization	2023-2026	1
404	00HC3C	1030 CENTER ST	3C	Comprehensive Modernization	2023-2026	1
404	00HC3D	1030 CENTER ST	3D	Comprehensive Modernization	2023-2026	1
404	00HC3E	1030 CENTER ST	3E	Comprehensive Modernization	2023-2026	1
404	00HC3F	1030 CENTER ST	3F	Comprehensive Modernization	2023-2026	1
404	00HC3G	1030 CENTER ST	3G	Comprehensive Modernization	2023-2026	1
404	00HC3H	1030 CENTER ST	3H	Comprehensive Modernization	2023-2026	1
404	00HC3I	1030 CENTER ST	3I	Comprehensive Modernization	2023-2026	1
404	00HC3J	1030 CENTER ST	3J	Comprehensive Modernization	2023-2026	1

Units with Approved Vacancies for Modernization

404	00HC4A	1030 CENTER ST	4A	Comprehensive Modernization	2023-2026	1
404	00HC4B	1030 CENTER ST	4B	Comprehensive Modernization	2023-2026	1
404	00HC4C	1030 CENTER ST	4C	Comprehensive Modernization	2023-2026	1
404	00HC4D	1030 CENTER ST	4D	Comprehensive Modernization	2023-2026	1
404	00HC4E	1030 CENTER ST	4E	Comprehensive Modernization	2023-2026	1
404	00HC4F	1030 CENTER ST	4F	Comprehensive Modernization	2023-2026	1
404	00HC4G	1030 CENTER ST	4G	Comprehensive Modernization	2023-2026	1
404	00HC4H	1030 CENTER ST	4H	Comprehensive Modernization	2023-2026	1
404	00HC4I	1030 CENTER ST	4I	Comprehensive Modernization	2023-2026	1
404	00HC4J	1030 CENTER ST	4J	Comprehensive Modernization	2023-2026	1
404	00HC5A	1030 CENTER ST	5A	Comprehensive Modernization	2023-2026	1
404	00HC5B	1030 CENTER ST	5B	Comprehensive Modernization	2023-2026	1
404	00HC5C	1030 CENTER ST	5C	Comprehensive Modernization	2023-2026	1
404	00HC5D	1030 CENTER ST	5D	Comprehensive Modernization	2023-2026	1
404	00HC5E	1030 CENTER ST	5E	Comprehensive Modernization	2023-2026	1
404	00HC5F	1030 CENTER ST	5F	Comprehensive Modernization	2023-2026	1
404	00HC5G	1030 CENTER ST	5G	Comprehensive Modernization	2023-2026	1
404	00HC5H	1030 CENTER ST	5H	Comprehensive Modernization	2023-2026	1
404	00HC5I	1030 CENTER ST	5I	Comprehensive Modernization	2023-2026	1
404	00HC5J	1030 CENTER ST	5J	Comprehensive Modernization	2023-2026	1
404	00HC6A	1030 CENTER ST	6A	Comprehensive Modernization	2023-2026	1
404	00HC6B	1030 CENTER ST	6B	Comprehensive Modernization	2023-2026	1
404	00HC6C	1030 CENTER ST	6C	Comprehensive Modernization	2023-2026	1
404	00HC6D	1030 CENTER ST	6D	Comprehensive Modernization	2023-2026	1
404	00HC6E	1030 CENTER ST	6E	Comprehensive Modernization	2023-2026	1
404	00HC6F	1030 CENTER ST	6F	Comprehensive Modernization	2023-2026	1
404	00HC6G	1030 CENTER ST	6G	Comprehensive Modernization	2023-2026	1
404	00HC6H	1030 CENTER ST	6H	Comprehensive Modernization	2023-2026	1
404	00HC6I	1030 CENTER ST	6I	Comprehensive Modernization	2023-2026	1
404	00HC6J	1030 CENTER ST	6J	Comprehensive Modernization	2023-2026	1
404	00HC7A	1030 CENTER ST	7A	Comprehensive Modernization	2023-2026	1
404	00HC7B	1030 CENTER ST	7B	Comprehensive Modernization	2023-2026	1
404	00HC7C	1030 CENTER ST	7C	Comprehensive Modernization	2023-2026	1
404	00HC7D	1030 CENTER ST	7D	Comprehensive Modernization	2023-2026	1
404	00HC7E	1030 CENTER ST	7E	Comprehensive Modernization	2023-2026	1
404	00HC7F	1030 CENTER ST	7F	Comprehensive Modernization	2023-2026	1
404	00HC7G	1030 CENTER ST	7G	Comprehensive Modernization	2023-2026	1
404	00HC7H	1030 CENTER ST	7H	Comprehensive Modernization	2023-2026	1
404	00HC7I	1030 CENTER ST	7I	Comprehensive Modernization	2023-2026	1
404	00HC7J	1030 CENTER ST	7J	Comprehensive Modernization	2023-2026	1
404	00HC8A	1030 CENTER ST	8A	Comprehensive Modernization	2023-2026	1
404	00HC8B	1030 CENTER ST	8B	Comprehensive Modernization	2023-2026	1
404	00HC8C	1030 CENTER ST	8C	Comprehensive Modernization	2023-2026	1

Units with Approved Vacancies for Modernization

404	00HC8D	1030 CENTER ST	8D	Comprehensive Modernization	2023-2026	1
404	00HC8E	1030 CENTER ST	8E	Comprehensive Modernization	2023-2026	1
404	00HC8F	1030 CENTER ST	8F	Comprehensive Modernization	2023-2026	1
404	00HC8G	1030 CENTER ST	8G	Comprehensive Modernization	2023-2026	1
404	00HC8H	1030 CENTER ST	8H	Comprehensive Modernization	2023-2026	1
404	00HC8I	1030 CENTER ST	8I	Comprehensive Modernization	2023-2026	1
404	00HC8J	1030 CENTER ST	8J	Comprehensive Modernization	2023-2026	1
404	00HC9A	1030 CENTER ST	9A	Comprehensive Modernization	2023-2026	1
404	00HC9B	1030 CENTER ST	9B	Comprehensive Modernization	2023-2026	1
404	00HC9C	1030 CENTER ST	9C	Comprehensive Modernization	2023-2026	1
404	00HC9D	1030 CENTER ST	9D	Comprehensive Modernization	2023-2026	1
404	00HC9E	1030 CENTER ST	9E	Comprehensive Modernization	2023-2026	1
404	00HC9F	1030 CENTER ST	9F	Comprehensive Modernization	2023-2026	1
404	00HC9G	1030 CENTER ST	9G	Comprehensive Modernization	2023-2026	1
404	00HC9H	1030 CENTER ST	9H	Comprehensive Modernization	2023-2026	1
404	00HC9I	1030 CENTER ST	9I	Comprehensive Modernization	2023-2026	1
404	00HC9J	1030 CENTER ST	9J	Comprehensive Modernization	2023-2026	1
404	0HC10A	1030 CENTER ST	10A	Comprehensive Modernization	2023-2026	1
404	0HC10B	1030 CENTER ST	10B	Comprehensive Modernization	2023-2026	1
404	0HC10C	1030 CENTER ST	10C	Comprehensive Modernization	2023-2026	1
404	0HC10D	1030 CENTER ST	10D	Comprehensive Modernization	2023-2026	1
404	0HC10E	1030 CENTER ST	10E	Comprehensive Modernization	2023-2026	1
404	0HC10F	1030 CENTER ST	10F	Comprehensive Modernization	2023-2026	1
404	0HC10G	1030 CENTER ST	10G	Comprehensive Modernization	2023-2026	1
404	0HC10H	1030 CENTER ST	10H	Comprehensive Modernization	2023-2026	1
404	0HC10I	1030 CENTER ST	10I	Comprehensive Modernization	2023-2026	1
404	0HC10J	1030 CENTER ST	10J	Comprehensive Modernization	2023-2026	1
						100

Simmons Manor: Rental Assistance Demonstration (RAD) Program application to be submitted 2019 as part of the Portfolio RAD Application Group 2. CHAP anticipated 2020. Estimated Securing all Financing and Construction NTP Date: 2023-2026. Anticipated Completion: 2024-2029

AMP No.	Unit No.	Unit Address	Scope of Work	Estimated Completion	Count
406	0JS001	5385 AUSTIN JOHN COURT 1	Comprehensive Modernization	2023-2026	1
406	0JS002	385 AUSTIN JOHN COURT 2	Comprehensive Modernization	2023-2026	1
406	0JS003	5385 AUSTIN JOHN COURT 3	Comprehensive Modernization	2023-2026	1
406	0JS004	5385 AUSTIN JOHN COURT 4	Comprehensive Modernization	2023-2026	1
406	0JS005	5385 AUSTIN JOHN COURT 5	Comprehensive Modernization	2023-2026	1
406	0JS006	5385 AUSTIN JOHN COURT 6	Comprehensive Modernization	2023-2026	1
406	0JS007	5385 AUSTIN JOHN COURT 7	Comprehensive Modernization	2023-2026	1
406	0JS008	5385 AUSTIN JOHN COURT 8	Comprehensive Modernization	2023-2026	1
406	0JS009	5385 AUSTIN JOHN COURT 9	Comprehensive Modernization	2023-2026	1
406	0JS010	5385 AUSTIN JOHN COURT 10	Comprehensive Modernization	2023-2026	1

Units with Approved Vacancies for Modernization

406	OJS011	5385 AUSTIN JOHN COURT	11	Comprehensive Modernization	2023-2026	1
406	OJS012	5385 AUSTIN JOHN COURT	12	Comprehensive Modernization	2023-2026	1
406	OJS013	5385 AUSTIN JOHN COURT	13	Comprehensive Modernization	2023-2026	1
406	OJS014	5385 AUSTIN JOHN COURT	14	Comprehensive Modernization	2023-2026	1
406	OJS015	5385 AUSTIN JOHN COURT	15	Comprehensive Modernization	2023-2026	1
406	OJS016	5385 AUSTIN JOHN COURT	16	Comprehensive Modernization	2023-2026	1
406	OJS017	5385 AUSTIN JOHN COURT	17	Comprehensive Modernization	2023-2026	1
406	OJS018	5385 AUSTIN JOHN COURT	18	Comprehensive Modernization	2023-2026	1
406	OJS019	5385 AUSTIN JOHN COURT	19	Comprehensive Modernization	2023-2026	1
406	OJS020	5385 AUSTIN JOHN COURT	20	Comprehensive Modernization	2023-2026	1
406	OJS021	5385 AUSTIN JOHN COURT	21	Comprehensive Modernization	2023-2026	1
406	OJS022	5385 AUSTIN JOHN COURT	22	Comprehensive Modernization	2023-2026	1
406	OJS023	5385 AUSTIN JOHN COURT	23	Comprehensive Modernization	2023-2026	1
406	OJS024	5385 AUSTIN JOHN COURT	24	Comprehensive Modernization	2023-2026	1
406	OJS025	5385 AUSTIN JOHN COURT	25	Comprehensive Modernization	2023-2026	1
406	OJS026	5385 AUSTIN JOHN COURT	26	Comprehensive Modernization	2023-2026	1
406	OJS027	5385 AUSTIN JOHN COURT	27	Comprehensive Modernization	2023-2026	1
406	OJS028	5385 AUSTIN JOHN COURT	28	Comprehensive Modernization	2023-2026	1
406	OJS029	5385 AUSTIN JOHN COURT	29	Comprehensive Modernization	2023-2026	1
406	OJS030	5385 AUSTIN JOHN COURT	30	Comprehensive Modernization	2023-2026	1
406	OJS031	5385 AUSTIN JOHN COURT	31	Comprehensive Modernization	2023-2026	1
406	OJS032	5385 AUSTIN JOHN COURT	32	Comprehensive Modernization	2023-2026	1
406	OJS033	5385 AUSTIN JOHN COURT	33	Comprehensive Modernization	2023-2026	1
406	OJS034	5385 AUSTIN JOHN COURT	34	Comprehensive Modernization	2023-2026	1
406	OJS035	5385 AUSTIN JOHN COURT	35	Comprehensive Modernization	2023-2026	1
406	OJS036	5385 AUSTIN JOHN COURT	36	Comprehensive Modernization	2023-2026	1
406	OJS037	5385 AUSTIN JOHN COURT	37	Comprehensive Modernization	2023-2026	1
406	OJS038	5385 AUSTIN JOHN COURT	38	Comprehensive Modernization	2023-2026	1
406	OJS039	5385 AUSTIN JOHN COURT	39	Comprehensive Modernization	2023-2026	1
406	OJS040	5385 AUSTIN JOHN COURT	40	Comprehensive Modernization	2023-2026	1
406	OJS041	5385 AUSTIN JOHN COURT	41	Comprehensive Modernization	2023-2026	1
406	OJS042	5385 AUSTIN JOHN COURT	42	Comprehensive Modernization	2023-2026	1
406	OJS043	5385 AUSTIN JOHN COURT	43	Comprehensive Modernization	2023-2026	1
406	OJS044	5385 AUSTIN JOHN COURT	44	Comprehensive Modernization	2023-2026	1
406	OJS045	5385 AUSTIN JOHN COURT	45	Comprehensive Modernization	2023-2026	1
406	OJS046	5385 AUSTIN JOHN COURT	46	Comprehensive Modernization	2023-2026	1
406	OJS047	5385 AUSTIN JOHN COURT	47	Comprehensive Modernization	2023-2026	1
406	OJS048	5385 AUSTIN JOHN COURT	48	Comprehensive Modernization	2023-2026	1
406	OJS049	5385 AUSTIN JOHN COURT	49	Comprehensive Modernization	2023-2026	1
406	OJS050	5385 AUSTIN JOHN COURT	50	Comprehensive Modernization	2023-2026	1
406	OJS051	5385 AUSTIN JOHN COURT	51	Comprehensive Modernization	2023-2026	1
406	OJS052	5385 AUSTIN JOHN COURT	52	Comprehensive Modernization	2023-2026	1
406	OJS053	5385 AUSTIN JOHN COURT	53	Comprehensive Modernization	2023-2026	1

Units with Approved Vacancies for Modernization

406	OJS054	5385 AUSTIN JOHN COURT	54	Comprehensive Modernization	2023-2026	1
406	OJS055	5385 AUSTIN JOHN COURT	55	Comprehensive Modernization	2023-2026	1
406	OJS056	5385 AUSTIN JOHN COURT	56	Comprehensive Modernization	2023-2026	1
406	OJS057	5385 AUSTIN JOHN COURT	57	Comprehensive Modernization	2023-2026	1
406	OJS058	5385 AUSTIN JOHN COURT	58	Comprehensive Modernization	2023-2026	1
406	OJS059	5385 AUSTIN JOHN COURT	59	Comprehensive Modernization	2023-2026	1
406	OJS060	5385 AUSTIN JOHN COURT	60	Comprehensive Modernization	2023-2026	1
406	OJS061	5385 AUSTIN JOHN COURT	61	Comprehensive Modernization	2023-2026	1
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Sherman Gardens Annex: Rental Assistance Demonstration (RAD) Program application to be submitted 2019 as part of the Portfolio RAD Application Group 2. CHAP anticipated 2020. Estimated Securing all Financing and Construction NTP Date: 2023-2026. Anticipated Completion: 2024-2029

AMP No.	Unit No.	Unit Address	Scope of Work	Estimated Completion	Count
408	261536	1111 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261537	1109 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261538	1107 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261539	1105 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261540	1103 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261541	1101 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261542	1027 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261543	1025 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261544	1023 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261545	1021 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261546	1019 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261547	1017 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261548	1015 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261549	1013 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261550	1011 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261551	1009 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261552	1007 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261553	1005 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261554	1003 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261555	1001 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261562	915 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261563	913 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261564	911 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261565	909 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261566	907 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261567	905 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261568	903 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261569	901 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261570	823 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1

Units with Approved Vacancies for Modernization

408	261571	821 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261572	819 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261573	817 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261574	815 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261575	813 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261576	811 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261577	809 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261578	807 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261579	805 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261580	1617 H STREET	Comprehensive Modernization	2023-2026	1
408	261581	1619 H STREET	Comprehensive Modernization	2023-2026	1
408	261582	1701 H STREET	Comprehensive Modernization	2023-2026	1
408	261583	1703 H STREET	Comprehensive Modernization	2023-2026	1
408	261584	1705 H STREET	Comprehensive Modernization	2023-2026	1
408	261585	1707 H STREET	Comprehensive Modernization	2023-2026	1
408	261586	1711 H STREET	Comprehensive Modernization	2023-2026	1
408	261587	1713 H STREET	Comprehensive Modernization	2023-2026	1
408	261588	1715 H STREET	Comprehensive Modernization	2023-2026	1
408	261589	1717 H STREET	Comprehensive Modernization	2023-2026	1
408	261590	1719 H STREET	Comprehensive Modernization	2023-2026	1
408	261591	1721 H STREET	Comprehensive Modernization	2023-2026	1
408	261592	1736 CURRAN WAY	Comprehensive Modernization	2023-2026	1
408	261593	1734 CURRAN WAY	Comprehensive Modernization	2023-2026	1
408	261594	1732 CURRAN WAY	Comprehensive Modernization	2023-2026	1
408	261595	1730 CURRAN WAY	Comprehensive Modernization	2023-2026	1
408	261596	1718 CURRAN WAY	Comprehensive Modernization	2023-2026	1
408	261597	1716 CURRAN WAY	Comprehensive Modernization	2023-2026	1
408	261598	1714 CURRAN WAY	Comprehensive Modernization	2023-2026	1
408	261599	1712 CURRAN WAY	Comprehensive Modernization	2023-2026	1
408	261600	1710 CURRAN WAY	Comprehensive Modernization	2023-2026	1
408	261601	1708 CURRAN WAY	Comprehensive Modernization	2023-2026	1
408	261602	1706 CURRAN WAY	Comprehensive Modernization	2023-2026	1
408	261603	1704 CURRAN WAY	Comprehensive Modernization	2023-2026	1
408	261604	806 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261605	804 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261606	1703 CURRAN WAY	Comprehensive Modernization	2023-2026	1
408	261607	1701 CURRAN WAY	Comprehensive Modernization	2023-2026	1
408	261608	818 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261609	820 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261610	822 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261611	824 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261612	900 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261613	902 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1

Units with Approved Vacancies for Modernization

408	261614	904 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261615	906 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261616	908 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261617	910 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261618	1000 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261619	1002 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261620	1004 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261621	1006 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261622	1008 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261623	1010 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261624	1012 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261625	1014 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261626	1016 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261627	1018 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261628	1019 SILVERMAN WAY	Comprehensive Modernization	2023-2026	1
408	261629	1017 SILVERMAN WAY	Comprehensive Modernization	2023-2026	1
408	261630	1013 SILVERMAN WAY	Comprehensive Modernization	2023-2026	1
408	261631	1011 SILVERMAN WAY	Comprehensive Modernization	2023-2026	1
408	261632	1003 SILVERMAN WAY	Comprehensive Modernization	2023-2026	1
408	261633	1001 SILVERMAN WAY	Comprehensive Modernization	2023-2026	1
408	261634	923 SILVERMAN WAY	Comprehensive Modernization	2023-2026	1
408	261635	921 SILVERMAN WAY	Comprehensive Modernization	2023-2026	1
408	261636	919 SILVERMAN WAY	Comprehensive Modernization	2023-2026	1
408	261637	917 SILVERMAN WAY	Comprehensive Modernization	2023-2026	1
408	261638	915 SILVERMAN WAY	Comprehensive Modernization	2023-2026	1
408	261639	913 SILVERMAN WAY	Comprehensive Modernization	2023-2026	1
408	261640	911 SILVERMAN WAY	Comprehensive Modernization	2023-2026	1
408	261641	909 SILVERMAN WAY	Comprehensive Modernization	2023-2026	1
408	261642	907 SILVERMAN WAY	Comprehensive Modernization	2023-2026	1
408	261643	905 SILVERMAN WAY	Comprehensive Modernization	2023-2026	1
408	261644	1707 CURRAN WAY	Comprehensive Modernization	2023-2026	1
408	261645	1705 CURRAN WAY	Comprehensive Modernization	2023-2026	1
408	261646	1715 CURRAN WAY	Comprehensive Modernization	2023-2026	1
408	261647	1717 CURRAN WAY	Comprehensive Modernization	2023-2026	1
408	261648	1719 CURRAN WAY	Comprehensive Modernization	2023-2026	1
408	261649	1721 CURRAN WAY	Comprehensive Modernization	2023-2026	1
408	261650	1723 CURRAN WAY	Comprehensive Modernization	2023-2026	1
408	261651	1725 CURRAN WAY	Comprehensive Modernization	2023-2026	1
408	261652	1727 CURRAN WAY	Comprehensive Modernization	2023-2026	1
408	261653	1731 CURRAN WAY	Comprehensive Modernization	2023-2026	1
408	261654	1733 CURRAN WAY	Comprehensive Modernization	2023-2026	1
408	261655	1735 CURRAN WAY	Comprehensive Modernization	2023-2026	1
408	261656	1737 CURRAN WAY	Comprehensive Modernization	2023-2026	1

Units with Approved Vacancies for Modernization

408	261657	1739 CURRAN WAY	Comprehensive Modernization	2023-2026	1
408	261658	1731 H STREET	Comprehensive Modernization	2023-2026	1
408	261659	1733 H STREET	Comprehensive Modernization	2023-2026	1
408	261660	1735 H STREET	Comprehensive Modernization	2023-2026	1
408	261661	1737 H STREET	Comprehensive Modernization	2023-2026	1
408	261662	805 DOOLITTLE AVE	Comprehensive Modernization	2023-2026	1
408	261663	807 DOOLITTLE AVE	Comprehensive Modernization	2023-2026	1
408	261664	809 DOOLITTLE AVE	Comprehensive Modernization	2023-2026	1
408	261665	811 DOOLITTLE AVE	Comprehensive Modernization	2023-2026	1
408	261666	813 DOOLITTLE AVE	Comprehensive Modernization	2023-2026	1
408	261667	815 DOOLITTLE AVE	Comprehensive Modernization	2023-2026	1
408	261668	901 DOOLITTLE AVE	Comprehensive Modernization	2023-2026	1
408	261669	903 DOOLITTLE AVE	Comprehensive Modernization	2023-2026	1
408	261670	905 DOOLITTLE AVE	Comprehensive Modernization	2023-2026	1
408	261671	907 DOOLITTLE AVE	Comprehensive Modernization	2023-2026	1
408	261672	909 DOOLITTLE AVE	Comprehensive Modernization	2023-2026	1
408	261673	911 DOOLITTLE AVE	Comprehensive Modernization	2023-2026	1
408	261674	1001 DOOLITTLE AVE	Comprehensive Modernization	2023-2026	1
408	261675	1003 DOOLITTLE AVE	Comprehensive Modernization	2023-2026	1
408	261676	1005 DOOLITTLE AVE	Comprehensive Modernization	2023-2026	1
408	261677	1007 DOOLITTLE AVE	Comprehensive Modernization	2023-2026	1
408	261678	1009 DOOLITTLE AVE	Comprehensive Modernization	2023-2026	1
408	261679	1011 DOOLITTLE AVE	Comprehensive Modernization	2023-2026	1
408	261680	1106 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261681	1104 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261682	1102 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261683	1100 WEAVER DRIVE	Comprehensive Modernization	2023-2026	1
408	261684	1018 SILVERMAN WAY	Comprehensive Modernization	2023-2026	1
408	261685	1016 SILVERMAN WAY	Comprehensive Modernization	2023-2026	1
408	261686	1014 SILVERMAN WAY	Comprehensive Modernization	2023-2026	1
408	261687	1012 SILVERMAN WAY	Comprehensive Modernization	2023-2026	1
408	261688	1010 SILVERMAN WAY	Comprehensive Modernization	2023-2026	1
408	261689	1008 SILVERMAN WAY	Comprehensive Modernization	2023-2026	1
408	261690	1006 SILVERMAN WAY	Comprehensive Modernization	2023-2026	1
408	261691	1004 SILVERMAN WAY	Comprehensive Modernization	2023-2026	1
408	261692	1002 SILVERMAN WAY	Comprehensive Modernization	2023-2026	1
408	261693	1000 SILVERMAN WAY	Comprehensive Modernization	2023-2026	1
408	261694	906 SILVERMAN WAY	Comprehensive Modernization	2023-2026	1
408	261695	904 SILVERMAN WAY	Comprehensive Modernization	2023-2026	1
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Units with Approved Vacancies for Modernization

Sherman Gardens: These projects are being identified as developments that will require rehabilitation construction in the future for preservation. Estimated Securing all Financing and Construction NTP Date: 2025-2028. Anticipated Completion: 2026-2031						
AMP No.	Unit No.	Unit Address		Scope of Work	Estimated Completion	Count
408	214716	1701 J ST	140	Comprehensive Modernization	2025-2028	1
408	214717	1701 J ST	139	Comprehensive Modernization	2025-2028	1
408	214718	1701 J ST	138	Comprehensive Modernization	2025-2028	1
408	214719	1701 J ST	137	Comprehensive Modernization	2025-2028	1
408	214720	1701 J ST	136	Comprehensive Modernization	2025-2028	1
408	214721	1701 J ST	135	Comprehensive Modernization	2025-2028	1
408	214722	1701 J ST	134	Comprehensive Modernization	2025-2028	1
408	214723	1701 J ST	133	Comprehensive Modernization	2025-2028	1
408	214724	1701 J ST	240	Comprehensive Modernization	2025-2028	1
408	214725	1701 J ST	239	Comprehensive Modernization	2025-2028	1
408	214726	1701 J ST	238	Comprehensive Modernization	2025-2028	1
408	214727	1701 J ST	237	Comprehensive Modernization	2025-2028	1
408	214728	1701 J ST	236	Comprehensive Modernization	2025-2028	1
408	214729	1701 J ST	235	Comprehensive Modernization	2025-2028	1
408	214730	1701 J ST	234	Comprehensive Modernization	2025-2028	1
408	214731	1701 J ST	233	Comprehensive Modernization	2025-2028	1
408	214732	1701 J ST	132	Comprehensive Modernization	2025-2028	1
408	214733	1701 J ST	131	Comprehensive Modernization	2025-2028	1
408	214734	1701 J ST	130	Comprehensive Modernization	2025-2028	1
408	214735	1701 J ST	129	Comprehensive Modernization	2025-2028	1
408	214736	1701 J ST	128	Comprehensive Modernization	2025-2028	1
408	214737	1701 J ST	127	Comprehensive Modernization	2025-2028	1
408	214738	1701 J ST	232	Comprehensive Modernization	2025-2028	1
408	214739	1701 J ST	231	Comprehensive Modernization	2025-2028	1
408	214740	1701 J ST	230	Comprehensive Modernization	2025-2028	1
408	214741	1701 J ST	229	Comprehensive Modernization	2025-2028	1
408	214742	1701 J ST	228	Comprehensive Modernization	2025-2028	1
408	214743	1701 J ST	227	Comprehensive Modernization	2025-2028	1
408	214744	1701 J ST	126	Comprehensive Modernization	2025-2028	1
408	214745	1701 J ST	124	Comprehensive Modernization	2025-2028	1
408	214746	1701 J ST	124	Comprehensive Modernization	2025-2028	1
408	214747	1701 J ST	123	Comprehensive Modernization	2025-2028	1
408	214748	1701 J ST	122	Comprehensive Modernization	2025-2028	1
408	214749	1701 J ST	121	Comprehensive Modernization	2025-2028	1
408	214750	1701 J ST	226	Comprehensive Modernization	2025-2028	1
408	214751	1701 J ST	225	Comprehensive Modernization	2025-2028	1
408	214752	1701 J ST	224	Comprehensive Modernization	2025-2028	1
408	214753	1701 J ST	223	Comprehensive Modernization	2025-2028	1

Units with Approved Vacancies for Modernization

408	214754	1701 J ST	222	Comprehensive Modernization	2025-2028	1
408	214755	1701 J ST	221	Comprehensive Modernization	2025-2028	1
408	214756	1701 J ST	115	Comprehensive Modernization	2025-2028	1
408	214757	1701 J ST	116	Comprehensive Modernization	2025-2028	1
408	214758	1701 J ST	117	Comprehensive Modernization	2025-2028	1
408	214759	1701 J ST	118	Comprehensive Modernization	2025-2028	1
408	214760	1701 J ST	119	Comprehensive Modernization	2025-2028	1
408	214761	1701 J ST	120	Comprehensive Modernization	2025-2028	1
408	214762	1701 J ST	215	Comprehensive Modernization	2025-2028	1
408	214763	1701 J ST	216	Comprehensive Modernization	2025-2028	1
408	214764	1701 J ST	217	Comprehensive Modernization	2025-2028	1
408	214765	1701 J ST	218	Comprehensive Modernization	2025-2028	1
408	214766	1701 J ST	219	Comprehensive Modernization	2025-2028	1
408	214767	1701 J ST	220	Comprehensive Modernization	2025-2028	1
408	214768	1701 J ST	109	Comprehensive Modernization	2025-2028	1
408	214769	1701 J ST	110	Comprehensive Modernization	2025-2028	1
408	214770	1701 J ST	111	Comprehensive Modernization	2025-2028	1
408	214771	1701 J ST	112	Comprehensive Modernization	2025-2028	1
408	214772	1701 J ST	113	Comprehensive Modernization	2025-2028	1
408	214773	1701 J ST	114	Comprehensive Modernization	2025-2028	1
408	214774	1701 J ST	209	Comprehensive Modernization	2025-2028	1
408	214775	1701 J ST	210	Comprehensive Modernization	2025-2028	1
408	214776	1701 J ST	211	Comprehensive Modernization	2025-2028	1
408	214777	1701 J ST	212	Comprehensive Modernization	2025-2028	1
408	214778	1701 J ST	213	Comprehensive Modernization	2025-2028	1
408	214779	1701 J ST	214	Comprehensive Modernization	2025-2028	1
408	214780	1701 J ST	101	Comprehensive Modernization	2025-2028	1
408	214781	1701 J ST	102	Comprehensive Modernization	2025-2028	1
408	214782	1701 J ST	103	Comprehensive Modernization	2025-2028	1
408	214783	1701 J ST	104	Comprehensive Modernization	2025-2028	1
408	214784	1701 J ST	105	Comprehensive Modernization	2025-2028	1
408	214785	1701 J ST	106	Comprehensive Modernization	2025-2028	1
408	214786	1701 J ST	107	Comprehensive Modernization	2025-2028	1
408	214787	1701 J ST	108	Comprehensive Modernization	2025-2028	1
408	214788	1701 J ST	201	Comprehensive Modernization	2025-2028	1
408	214789	1701 J ST	202	Comprehensive Modernization	2025-2028	1
408	214790	1701 J ST	203	Comprehensive Modernization	2025-2028	1
408	214791	1701 J ST	204	Comprehensive Modernization	2025-2028	1
408	214792	1701 J ST	205	Comprehensive Modernization	2025-2028	1
408	214793	1701 J ST	206	Comprehensive Modernization	2025-2028	1
408	214794	1701 J ST	207	Comprehensive Modernization	2025-2028	1
408	214795	1701 J ST	208	Comprehensive Modernization	2025-2028	1

Units with Approved Vacancies for Modernization

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Villa Capri: These projects are being identified as developments that will require rehabilitation construction in the future for preservation. Estimated Securing all Financing and Construction NTP Date: 2025-2028. Anticipated Completion: 2026-2031

AMP No.	Unit No.	Unit Address		Scope of Work	Estimated Completion	Count
408	215939	1801 J ST	#125	Comprehensive Modernization	2025-2028	1
408	215940	1801 J ST	#126	Comprehensive Modernization	2025-2028	1
408	215941	1801 J ST	#127	Comprehensive Modernization	2025-2028	1
408	215942	1801 J ST	#103	Comprehensive Modernization	2025-2028	1
408	215943	1801 J ST	#102	Comprehensive Modernization	2025-2028	1
408	215944	1801 J ST	#101	Comprehensive Modernization	2025-2028	1
408	215945	1801 J ST	#106	Comprehensive Modernization	2025-2028	1
408	215946	1801 J ST	#105	Comprehensive Modernization	2025-2028	1
408	215947	1801 J ST	#104	Comprehensive Modernization	2025-2028	1
408	215948	1801 J ST	#109	Comprehensive Modernization	2025-2028	1
408	215949	1801 J ST	#108	Comprehensive Modernization	2025-2028	1
408	215950	1801 J ST	#107	Comprehensive Modernization	2025-2028	1
408	215951	1801 J ST	#112	Comprehensive Modernization	2025-2028	1
408	215952	1801 J ST	#111	Comprehensive Modernization	2025-2028	1
408	215953	1801 J ST	#110	Comprehensive Modernization	2025-2028	1
408	215954	1801 J ST	#115	Comprehensive Modernization	2025-2028	1
408	215955	1801 J ST	#114	Comprehensive Modernization	2025-2028	1
408	215956	1801 J ST	#113	Comprehensive Modernization	2025-2028	1
408	215957	1801 J ST	#118	Comprehensive Modernization	2025-2028	1
408	215958	1801 J ST	#117	Comprehensive Modernization	2025-2028	1
408	215960	1801 J ST	#116	Comprehensive Modernization	2025-2028	1
408	215961	1801 J ST	#121	Comprehensive Modernization	2025-2028	1
408	215962	1801 J ST	#120	Comprehensive Modernization	2025-2028	1
408	215963	1801 J ST	#119	Comprehensive Modernization	2025-2028	1
408	215964	1801 J ST	#122	Comprehensive Modernization	2025-2028	1
408	215965	1801 J ST	#123	Comprehensive Modernization	2025-2028	1
408	215966	1801 J ST	#124	Comprehensive Modernization	2025-2028	1
408	215967	1801 J ST	#128	Comprehensive Modernization	2025-2028	1
408	215968	1801 J ST	#129	Comprehensive Modernization	2025-2028	1
408	215969	1801 J ST	#130	Comprehensive Modernization	2025-2028	1
408	215970	1801 J ST	#225	Comprehensive Modernization	2025-2028	1
408	215971	1801 J ST	#226	Comprehensive Modernization	2025-2028	1
408	215972	1801 J ST	#227	Comprehensive Modernization	2025-2028	1
408	215973	1801 J ST	#203	Comprehensive Modernization	2025-2028	1
408	215974	1801 J ST	#202	Comprehensive Modernization	2025-2028	1
408	215975	1801 J ST	#201	Comprehensive Modernization	2025-2028	1
408	215976	1801 J ST	#206	Comprehensive Modernization	2025-2028	1

Units with Approved Vacancies for Modernization

408	215977	1801 J ST	#205	Comprehensive Modernization	2025-2028	1
408	215978	1801 J ST	#204	Comprehensive Modernization	2025-2028	1
408	215979	1801 J ST	#209	Comprehensive Modernization	2025-2028	1
408	215980	1801 J ST	#208	Comprehensive Modernization	2025-2028	1
408	215981	1801 J ST	#207	Comprehensive Modernization	2025-2028	1
408	215982	1801 J ST	#212	Comprehensive Modernization	2025-2028	1
408	215983	1801 J ST	#211	Comprehensive Modernization	2025-2028	1
408	215984	1801 J ST	#210	Comprehensive Modernization	2025-2028	1
408	215985	1801 J ST	#215	Comprehensive Modernization	2025-2028	1
408	215986	1801 J ST	#214	Comprehensive Modernization	2025-2028	1
408	215987	1801 J ST	#213	Comprehensive Modernization	2025-2028	1
408	215988	1801 J ST	#218	Comprehensive Modernization	2025-2028	1
408	215989	1801 J ST	#217	Comprehensive Modernization	2025-2028	1
408	215990	1801 J ST	#216	Comprehensive Modernization	2025-2028	1
408	215991	1801 J ST	#221	Comprehensive Modernization	2025-2028	1
408	215992	1801 J ST	#220	Comprehensive Modernization	2025-2028	1
408	215993	1801 J ST	#219	Comprehensive Modernization	2025-2028	1
408	215994	1801 J ST	#222	Comprehensive Modernization	2025-2028	1
408	215995	1801 J ST	#223	Comprehensive Modernization	2025-2028	1
408	215996	1801 J ST	#224	Comprehensive Modernization	2025-2028	1
408	215997	1801 J ST	#228	Comprehensive Modernization	2025-2028	1
408	215998	1801 J ST	#229	Comprehensive Modernization	2025-2028	1
408	215999	1801 J ST	#230	Comprehensive Modernization	2025-2028	1

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Marble Manor Annex: These projects are being identified as developments that will require rehabilitation construction in the future for preservation. Estimated Securing all Financing and Construction NTP Date: 2025-2028. Anticipated Completion: 2026-2031

AMP No.	Unit No.	Unit Address	Scope of Work	Estimated Completion	Count
408	231696	1612 MARTIN L. KING	Comprehensive Modernization	2025-2028	1
408	231697	1614 MARTIN L. KING	Comprehensive Modernization	2025-2028	1
408	231698	1616 MARTIN L KING	Comprehensive Modernization	2025-2028	1
408	231699	1618 MARTIN L KING	Comprehensive Modernization	2025-2028	1
408	231700	1620 MARTIN L. KING	Comprehensive Modernization	2025-2028	1
408	231701	1622 MARTIN L. KING	Comprehensive Modernization	2025-2028	1
408	231702	1700 MARTIN L. KING	Comprehensive Modernization	2025-2028	1
408	231703	1702 MARTIN L. KING	Comprehensive Modernization	2025-2028	1
408	231704	1704 MARTIN L. KING	Comprehensive Modernization	2025-2028	1
408	231705	1706 MARTIN L KING	Comprehensive Modernization	2025-2028	1
408	231706	1708 MARTIN L.KING	Comprehensive Modernization	2025-2028	1
408	231707	1710 MARTIN L. KING	Comprehensive Modernization	2025-2028	1
408	231708	1712 MARTIN L. KING	Comprehensive Modernization	2025-2028	1

Units with Approved Vacancies for Modernization

408	231709	1714 MARTIN L. KING		Comprehensive Modernization	2025-2028	1
408	231710	1716 MARTIN L. KING		Comprehensive Modernization	2025-2028	1
408	231711	1718 MARTIN L KING		Comprehensive Modernization	2025-2028	1
408	231712	1720 MARTIN L KING		Comprehensive Modernization	2025-2028	1
408	231713	1722 MARTIN L. KING		Comprehensive Modernization	2025-2028	1
408	231714	1445 WYATT AVENUE		Comprehensive Modernization	2025-2028	1
408	231715	1441 WYATT AVENUE		Comprehensive Modernization	2025-2028	1

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Marble Manor: These projects are being identified as developments that will require rehabilitation construction in the future for preservation. Estimated Securing all Financing and Construction NTP Date: 2023-2026. Anticipated Completion: 2024-2029

AMP No.	Unit No.	Unit Address		Scope of Work	Estimated Completion	Count
407	201001	800 MCWILLIAMS		Comprehensive Modernization	2025-2028	1
407	201002	802 MCWILLIAMS		Comprehensive Modernization	2025-2028	1
407	201003	804 MCWILLIAMS		Comprehensive Modernization	2025-2028	1
407	201004	806 MCWILLIAMS		Comprehensive Modernization	2025-2028	1
407	201005	900 McWilliams		Comprehensive Modernization	2025-2028	1
407	201006	902 MCWILLIAMS		Comprehensive Modernization	2025-2028	1
407	201007	904 MCWILLIAMS		Comprehensive Modernization	2025-2028	1
407	201008	906 MCWILLIAMS		Comprehensive Modernization	2025-2028	1
407	201009	908 MCWILLIAMS		Comprehensive Modernization	2025-2028	1
407	201010	910 MCWILLIAMS		Comprehensive Modernization	2025-2028	1
407	201011	912 MCWILLIAMS		Comprehensive Modernization	2025-2028	1
407	201012	914 MCWILLIAMS		Comprehensive Modernization	2025-2028	1
407	201013	916 McWilliams		Comprehensive Modernization	2025-2028	1
407	201014	918 MCWILLIAMS		Comprehensive Modernization	2025-2028	1
407	201015	920 MCWILLIAMS		Comprehensive Modernization	2025-2028	1
407	201016	922 MCWILLIAMS		Comprehensive Modernization	2025-2028	1
407	201017	800 GERSON		Comprehensive Modernization	2025-2028	1
407	201018	801 GERSON		Comprehensive Modernization	2025-2028	1
407	201019	802 GERSON		Comprehensive Modernization	2025-2028	1
407	201020	803 GERSON		Comprehensive Modernization	2025-2028	1
407	201021	804 GERSON		Comprehensive Modernization	2025-2028	1
407	201022	805 GERSON		Comprehensive Modernization	2025-2028	1
407	201023	806 GERSON		Comprehensive Modernization	2025-2028	1
407	201024	807 GERSON		Comprehensive Modernization	2025-2028	1
407	201025	901 GERSON		Comprehensive Modernization	2025-2028	1
407	201026	903 GERSON		Comprehensive Modernization	2025-2028	1
407	201027	905 GERSON		Comprehensive Modernization	2025-2028	1
407	201028	907 GERSON		Comprehensive Modernization	2025-2028	1
407	201029	909 GERSON		Comprehensive Modernization	2025-2028	1
407	201030	911 GERSON		Comprehensive Modernization	2025-2028	1
407	201031	913 GERSON		Comprehensive Modernization	2025-2028	1

Units with Approved Vacancies for Modernization

407	201032	915 GERSON		Comprehensive Modernization	2025-2028	1
407	201033	916 GERSON		Comprehensive Modernization	2025-2028	1
407	201034	917 GERSON		Comprehensive Modernization	2025-2028	1
407	201035	918 GERSON		Comprehensive Modernization	2025-2028	1
407	201036	919 GERSON		Comprehensive Modernization	2025-2028	1
407	201037	920 GERSON		Comprehensive Modernization	2025-2028	1
407	201038	921 GERSON		Comprehensive Modernization	2025-2028	1
407	201039	922 GERSON		Comprehensive Modernization	2025-2028	1
407	201040	923 Gerson		Comprehensive Modernization	2025-2028	1
407	201041	801 GRANT		Comprehensive Modernization	2025-2028	1
407	201042	802 GRANT		Comprehensive Modernization	2025-2028	1
407	201043	803 GRANT		Comprehensive Modernization	2025-2028	1
407	201044	804 GRANT		Comprehensive Modernization	2025-2028	1
407	201045	805 GRANT		Comprehensive Modernization	2025-2028	1
407	201046	807 GRANT		Comprehensive Modernization	2025-2028	1
407	201047	808 GRANT		Comprehensive Modernization	2025-2028	1
407	201048	809 GRANT		Comprehensive Modernization	2025-2028	1
407	201049	810 GRANT		Comprehensive Modernization	2025-2028	1
407	201050	811 GRANT		Comprehensive Modernization	2025-2028	1
407	201051	812 GRANT		Comprehensive Modernization	2025-2028	1
407	201052	813 GRANT		Comprehensive Modernization	2025-2028	1
407	201053	814 GRANT		Comprehensive Modernization	2025-2028	1
407	201054	815 GRANT		Comprehensive Modernization	2025-2028	1
407	201055	815 H ST		Comprehensive Modernization	2025-2028	1
407	201056	817 H ST		Comprehensive Modernization	2025-2028	1
407	201057	819 H ST		Comprehensive Modernization	2025-2028	1
407	201058	821 H ST		Comprehensive Modernization	2025-2028	1
407	201059	814 I ST		Comprehensive Modernization	2025-2028	1
407	201060	816 I St		Comprehensive Modernization	2025-2028	1
407	201061	818 I ST		Comprehensive Modernization	2025-2028	1
407	201062	820 I ST		Comprehensive Modernization	2025-2028	1
407	201063	925 I ST		Comprehensive Modernization	2025-2028	1
407	201064	927 I ST		Comprehensive Modernization	2025-2028	1
407	201065	904 MORGAN		Comprehensive Modernization	2025-2028	1
407	201066	906 MORGAN		Comprehensive Modernization	2025-2028	1
407	201067	908 MORGAN		Comprehensive Modernization	2025-2028	1
407	201068	910 MORGAN		Comprehensive Modernization	2025-2028	1
407	201069	912 MORGAN		Comprehensive Modernization	2025-2028	1
407	201070	914 MORGAN		Comprehensive Modernization	2025-2028	1
407	201071	915 MORGAN		Comprehensive Modernization	2025-2028	1
407	201072	916 MORGAN		Comprehensive Modernization	2025-2028	1
407	201073	917 MORGAN		Comprehensive Modernization	2025-2028	1
407	201074	918 MORGAN		Comprehensive Modernization	2025-2028	1

Units with Approved Vacancies for Modernization

407	201075	919 MORGAN		Comprehensive Modernization	2025-2028	1
407	201076	920 MORGAN		Comprehensive Modernization	2025-2028	1
407	201077	921 MORGAN		Comprehensive Modernization	2025-2028	1
407	201078	922 MORGAN		Comprehensive Modernization	2025-2028	1
407	201079	924 MORGAN		Comprehensive Modernization	2025-2028	1
407	201080	926 MORGAN		Comprehensive Modernization	2025-2028	1
407	201081	928 MORGAN		Comprehensive Modernization	2025-2028	1
407	201082	930 MORGAN		Comprehensive Modernization	2025-2028	1
407	201083	801 WASHINGTON		Comprehensive Modernization	2025-2028	1
407	201084	803 WASHINGTON		Comprehensive Modernization	2025-2028	1
407	201085	805 WASHINGTON		Comprehensive Modernization	2025-2028	1
407	201086	807 Washington		Comprehensive Modernization	2025-2028	1
407	201087	903 WASHINGTON		Comprehensive Modernization	2025-2028	1
407	201088	905 WASHINGTON		Comprehensive Modernization	2025-2028	1
407	201089	907 WASHINGTON		Comprehensive Modernization	2025-2028	1
407	201090	909 WASHINGTON		Comprehensive Modernization	2025-2028	1
407	201091	911 WASHINGTON		Comprehensive Modernization	2025-2028	1
407	201092	913 WASHINGTON		Comprehensive Modernization	2025-2028	1
407	201093	915 WASHINGTON		Comprehensive Modernization	2025-2028	1
407	201094	917 WASHINGTON		Comprehensive Modernization	2025-2028	1
407	201095	919 WASHINGTON		Comprehensive Modernization	2025-2028	1
407	201096	921 WASHINGTON		Comprehensive Modernization	2025-2028	1
407	201097	923 WASHINGTON		Comprehensive Modernization	2025-2028	1
407	201098	925 WASHINGTON		Comprehensive Modernization	2025-2028	1
407	201099	927 WASHINGTON		Comprehensive Modernization	2025-2028	1
407	201100	929 WASHINGTON		Comprehensive Modernization	2025-2028	1
407	202101	1101 WASHINGTON		Comprehensive Modernization	2025-2028	1
407	202102	1105 WASHINGTON		Comprehensive Modernization	2025-2028	1
407	202103	1111 WASHINGTON		Comprehensive Modernization	2025-2028	1
407	202104	1115 WASHINGTON		Comprehensive Modernization	2025-2028	1
407	202105	840 J ST		Comprehensive Modernization	2025-2028	1
407	202106	836 J ST		Comprehensive Modernization	2025-2028	1
407	202107	1114 MORGAN		Comprehensive Modernization	2025-2028	1
407	202108	1110 MORGAN		Comprehensive Modernization	2025-2028	1
407	202109	1104 MORGAN		Comprehensive Modernization	2025-2028	1
407	202110	1100 MORGAN		Comprehensive Modernization	2025-2028	1
407	202111	824 LEVY		Comprehensive Modernization	2025-2028	1
407	202112	820 LEVY		Comprehensive Modernization	2025-2028	1
407	202113	816 LEVY		Comprehensive Modernization	2025-2028	1
407	202114	810 LEVY		Comprehensive Modernization	2025-2028	1
407	202115	804 LEVY		Comprehensive Modernization	2025-2028	1
407	202116	800 LEVY		Comprehensive Modernization	2025-2028	1
407	202117	801 LEVY		Comprehensive Modernization	2025-2028	1

Units with Approved Vacancies for Modernization

407	202118	805 LEVY		Comprehensive Modernization	2025-2028	1
407	202119	811 LEVY		Comprehensive Modernization	2025-2028	1
407	202120	815 LEVY		Comprehensive Modernization	2025-2028	1
407	202121	819 LEVY		Comprehensive Modernization	2025-2028	1
407	202122	823 LEVY		Comprehensive Modernization	2025-2028	1
407	202123	1115 MORGAN		Comprehensive Modernization	2025-2028	1
407	202124	1119 MORGAN		Comprehensive Modernization	2025-2028	1
407	202125	820 J ST		Comprehensive Modernization	2025-2028	1
407	202126	816 J ST		Comprehensive Modernization	2025-2028	1
407	202127	814 J St		Comprehensive Modernization	2025-2028	1
407	202128	810 J St		Comprehensive Modernization	2025-2028	1
407	202129	804 J ST		Comprehensive Modernization	2025-2028	1
407	202130	800 J ST		Comprehensive Modernization	2025-2028	1
407	202131	801 J ST		Comprehensive Modernization	2025-2028	1
407	202132	807 J ST		Comprehensive Modernization	2025-2028	1
407	202133	811 J ST		Comprehensive Modernization	2025-2028	1
407	202134	813 J ST		Comprehensive Modernization	2025-2028	1
407	202135	821 J ST		Comprehensive Modernization	2025-2028	1
407	202136	825 J ST		Comprehensive Modernization	2025-2028	1
407	202137	827 J ST		Comprehensive Modernization	2025-2028	1
407	202138	833 J ST		Comprehensive Modernization	2025-2028	1
407	202139	837 J ST		Comprehensive Modernization	2025-2028	1
407	202140	839 J ST		Comprehensive Modernization	2025-2028	1
407	202141	1209 WASHINGTON		Comprehensive Modernization	2025-2028	1
407	202142	1213 WASHINGTON		Comprehensive Modernization	2025-2028	1
407	202143	1215 WASHINGTON		Comprehensive Modernization	2025-2028	1
407	202144	1217 WASHINGTON		Comprehensive Modernization	2025-2028	1
407	202145	1221 WASHINGTON		Comprehensive Modernization	2025-2028	1
407	202146	1223 WASHINGTON		Comprehensive Modernization	2025-2028	1
407	202147	1225 WASHINGTON		Comprehensive Modernization	2025-2028	1
407	202148	833 DOWN WAY		Comprehensive Modernization	2025-2028	1
407	202149	831 DOWN WAY		Comprehensive Modernization	2025-2028	1
407	202150	829 DOWN WAY		Comprehensive Modernization	2025-2028	1
407	202151	825 DOWN WAY		Comprehensive Modernization	2023-2026	1
407	202152	823 DOWN WAY		Comprehensive Modernization	2025-2028	1
407	202153	821 DOWN WAY		Comprehensive Modernization	2025-2028	1
407	202154	817 DOWN WAY		Comprehensive Modernization	2025-2028	1
407	202155	1233 DOWN WAY		Comprehensive Modernization	2025-2028	1
407	202156	1231 DOWN WAY		Comprehensive Modernization	2025-2028	1
407	202157	1229 DOWN WAY		Comprehensive Modernization	2025-2028	1
407	202158	1225 DOWN WAY		Comprehensive Modernization	2025-2028	1
407	202159	1221 DOWN WAY		Comprehensive Modernization	2025-2028	1
407	202160	1219 DOWN WAY		Comprehensive Modernization	2025-2028	1

Units with Approved Vacancies for Modernization

407	202161	1217 DOWN WAY		Comprehensive Modernization	2025-2028	1
407	202162	1232 MCWILLIAMS		Comprehensive Modernization	2025-2028	1
407	202163	1230 MCWILLIAMS		Comprehensive Modernization	2025-2028	1
407	202164	1228 MCWILLIAMS		Comprehensive Modernization	2025-2028	1
407	202165	1226 MCWILLIAMS		Comprehensive Modernization	2025-2028	1
407	202166	1224 MCWILLIAMS		Comprehensive Modernization	2025-2028	1
407	202167	1222 MCWILLIAMS		Comprehensive Modernization	2025-2028	1
407	202168	1220 MCWILLIAMS		Comprehensive Modernization	2025-2028	1
407	202169	1216 MCWILLIAMS		Comprehensive Modernization	2025-2028	1
407	202170	800 REED		Comprehensive Modernization	2025-2028	1
407	202171	804 REED		Comprehensive Modernization	2025-2028	1
407	202172	806 REED		Comprehensive Modernization	2025-2028	1
407	202173	808 REED		Comprehensive Modernization	2025-2028	1
407	202174	810 REED		Comprehensive Modernization	2025-2028	1
407	202175	812 REED		Comprehensive Modernization	2025-2028	1
407	202176	816 REED		Comprehensive Modernization	2025-2028	1
407	202177	818 REED		Comprehensive Modernization	2025-2028	1
407	202178	1216 REED		Comprehensive Modernization	2025-2028	1
407	202179	1220 REED		Comprehensive Modernization	2025-2028	1
407	202180	1222 REED		Comprehensive Modernization	2025-2028	1
407	202181	1224 REED		Comprehensive Modernization	2025-2028	1
407	202182	1226 REED		Comprehensive Modernization	2025-2028	1
407	202183	1228 REED		Comprehensive Modernization	2025-2028	1
407	202184	1227 REED		Comprehensive Modernization	2025-2028	1
407	202185	1225 REED		Comprehensive Modernization	2025-2028	1
407	202186	1223 REED		Comprehensive Modernization	2025-2028	1
407	202187	1221 REED		Comprehensive Modernization	2025-2028	1
407	202188	1219 REED		Comprehensive Modernization	2025-2028	1
407	202189	1217 REED		Comprehensive Modernization	2025-2028	1
407	202190	1216 DOWN WAY		Comprehensive Modernization	2025-2028	1
407	202191	1218 DOWN WAY		Comprehensive Modernization	2025-2028	1
407	202192	1220 DOWN WAY		Comprehensive Modernization	2025-2028	1
407	202193	1222 DOWN WAY		Comprehensive Modernization	2025-2028	1
407	202194	1224 DOWN WAY		Comprehensive Modernization	2025-2028	1
407	202195	1226 DOWN WAY		Comprehensive Modernization	2025-2028	1
407	202196	1300 MCWILLIAMS		Comprehensive Modernization	2025-2028	1
407	202197	804 M		Comprehensive Modernization	2025-2028	1
407	202198	806 M		Comprehensive Modernization	2025-2028	1
407	202199	808 M		Comprehensive Modernization	2025-2028	1
407	202200	810 M		Comprehensive Modernization	2025-2028	1
407	202201	812 M		Comprehensive Modernization	2025-2028	1
407	202202	814 M		Comprehensive Modernization	2025-2028	1
407	202203	816 M		Comprehensive Modernization	2025-2028	1

Units with Approved Vacancies for Modernization

407	202204	818 M		Comprehensive Modernization	2025-2028	1
407	202205	1301 WASHINGTON		Comprehensive Modernization	2025-2028	1
407	202206	1307 WASHINGTON		Comprehensive Modernization	2025-2028	1
407	202207	1309 WASHINGTON		Comprehensive Modernization	2025-2028	1
407	202208	1315 WASHINGTON		Comprehensive Modernization	2025-2028	1
407	202209	1317 WASHINGTON		Comprehensive Modernization	2025-2028	1
407	202210	1321 WASHINGTON		Comprehensive Modernization	2025-2028	1
407	202211	1325 WASHINGTON		Comprehensive Modernization	2025-2028	1
407	202212	1320 Morgan		Comprehensive Modernization	2025-2028	1
407	202213	1316 Morgan St		Comprehensive Modernization	2025-2028	1
407	202214	1312 MORGAN		Comprehensive Modernization	2025-2028	1
407	202215	1310 MORGAN		Comprehensive Modernization	2025-2028	1
407	202216	1306 MORGAN		Comprehensive Modernization	2025-2028	1
407	202217	1300 MORGAN		Comprehensive Modernization	2025-2028	1
407	202218	815 M		Comprehensive Modernization	2025-2028	1
407	202219	817 M		Comprehensive Modernization	2025-2028	1
407	202220	1311 MORGAN		Comprehensive Modernization	2025-2028	1
407	202221	1315 MORGAN		Comprehensive Modernization	2025-2028	1
407	202222	828 N		Comprehensive Modernization	2025-2028	1
407	202223	824 N		Comprehensive Modernization	2025-2028	1
407	202224	820 N		Comprehensive Modernization	2025-2028	1
407	202225	816 N		Comprehensive Modernization	2025-2028	1
407	202226	812 N		Comprehensive Modernization	2025-2028	1
407	202227	808 N		Comprehensive Modernization	2025-2028	1
407	202228	804 N		Comprehensive Modernization	2025-2028	1
407	202229	800 N		Comprehensive Modernization	2025-2028	1
407	202230	1314 MCWILLIAMS		Comprehensive Modernization	2025-2028	1
407	202231	1310 MCWILLIAMS		Comprehensive Modernization	2025-2028	1
407	202232	805 M		Comprehensive Modernization	2025-2028	1
407	202233	809 M		Comprehensive Modernization	2025-2028	1
407	202234	811 M		Comprehensive Modernization	2025-2028	1
407	202235	813 M		Comprehensive Modernization	2025-2028	1
						235

TAB 14

Civil Rights Certification

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 Expires 4/30/2011

Civil Rights Certification**Annual Certification and Board Resolution**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioner, I approve the submission of the Plan for the PHA of which this document is a part and make the following certification and agreement with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

Southern Nevada Regional Housing Authority

NV-18

PHA Name

PHA Number/HA Code

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

Name of Authorized Official	Title
<p style="text-align: center;">Scott Black</p> 	<p style="text-align: center;">Board Chairman</p> <p style="text-align: center;">August 19, 2021</p>

FY2022

A

**PHA Certifications of Compliance with the PHA Plans and Related Regulations:
Board Resolution to Accompany the PHA 5-Year and Annual PHA Plan**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the 5-Year and/or Annual PHA Plan for the PHA fiscal year beginning 10/1/2021, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.

12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification that:
 - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
 - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
 - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

Southern Nevada Regional Housing Authority

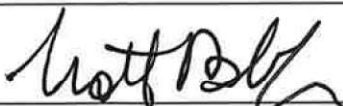
NV-18

PHA Name

PHA Number/HA Code

5-Year PHA Plan for Fiscal Years 20__ - 20__
 Annual PHA Plan for Fiscal Years 20²¹ - 20²²

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

Name of Authorized Official	Title
Scott Black	Board Chairman
Signature	Date
	8/19/21

B

**Certification by State or Local
 Official of PHA Plans Consistency
 with the Consolidated Plan or
 State Consolidated Plan
 (All PHAs)**

U. S Department of Housing and Urban Development

Office of Public and Indian Housing

OMB No. 2577-0226

Expires 2/29/2016

**Certification by State or Local Official of PHA Plans
 Consistency with the Consolidated Plan or State Consolidated Plan**

I, Karen Schneider, the Manager
Official's Name *Official's Title*

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the
Southern Nevada Regional Housing Authority
PHA Name


is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of
 Impediments (AI) to Fair Housing Choice of the
County of Clark Nevada
Local Jurisdiction Name

pursuant to 24 CFR Part 91.

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

The plans are consistent in that they both clearly outline the strategies for addressing the housing needs of families in the jurisdiction. The PHA Plan focuses on providing affordable housing and rent assistance vouchers to the most vulnerabe members of the community.

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

Name of Authorized Official	Title
Karen Schneider	Manager
Signature	Date
 Digitally signed by Karen Schneider Date: 2021.08.03 07:15:38 -07'00'	08/03/2021

**Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan or
State Consolidated Plan
(All PHAs)**

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 2/29/2016

**Certification by State or Local Official of PHA Plans
Consistency with the Consolidated Plan or State Consolidated Plan**

I, Kathi Thomas the Director of Community Services
Official's Name *Official's Title*

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the
Southern Nevada Regional Housing Authority

PHA Name

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of
Impediments (AI) to Fair Housing Choice of the
City of Las Vegas

Local Jurisdiction Name

pursuant to 24 CFR Part 91.

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

The PHA Plan aligns with the City of Las Vegas' Consolidated Plan in its preservation and new con-
struction of affordable housing units in Las Vegas. Their strategies increase the quality and number of
affordable housing units; thereby, affording low-income households with more suitable housing
options. In addition, the PHA Plan commits to identifying and addressing impediments to Fair
Housing Choice.

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

Name of Authorized Official

Kathi Thomas
Signature



Title

Director of Community Services
Date

Date

8/3/2021

C

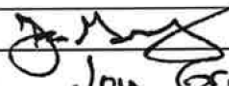
DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u></u> Print Name: <u>Jon Gresley</u> Title: <u>Executive Director</u> Telephone No.: <u>(702) 477-3100</u> Date: <u>9/19/2009</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

Certification of Payments to Influence Federal Transactions

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

Applicant Name

Southern Nevada Regional Housing Authority

Program/Activity Receiving Federal Grant Funding

Public Housing Operating Funds & Capital Fund Program & Section 8 Funds

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

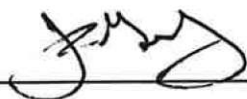
Name of Authorized Official

Von Gresley

Title

Executive Director

Signature



Date (mm/dd/yyyy)

08/19/2021

TAB 15

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

**MANAGEMENT'S DISCUSSION & ANALYSIS
AND AUDITED FINANCIAL STATEMENTS**

FISCAL YEAR ENDED SEPTEMBER 30, 2020

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SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

**REPORT ON EXAMINATION
OF FINANCIAL STATEMENTS
AND SUPPLEMENTAL INFORMATION**

FISCAL YEAR ENDED SEPTEMBER 30, 2020



INDEPENDENT AUDITOR'S REPORT

Board of Commissioners
Southern Nevada Regional Housing Authority
Las Vegas, Nevada

San Francisco Regional Office
Public Housing Division
One Sansome Street, Suite 1200
San Francisco, CA 94104

Report on Financial Statements

We have audited the accompanying financial statements of the business-type activities and the aggregate discretely presented component units of the Southern Nevada Regional Housing Authority as of and for the year ended September 30, 2020, and the related notes to the financial statements which collectively comprise the Authority's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We did not audit the financial statements of Landsman Family, LLC, Vera Johnson B, LP, Biegger Estates, LLC, Vera Johnson A Family, LLC, SRB, LP, Rose Gardens Senior, LP, Honolulu Street, LLC and Espinoza Terrace, LLC which represent 41 percent of total consolidated assets and 12.4 percent of total revenues of the Southern Nevada Regional Housing Authority. Those financial statements were audited by other auditors whose report thereon has been furnished to us, and our opinion, insofar as it relates to the amounts included for of Landsman Family, LLC, Vera Johnson B, LP, Biegger Estates, LLC, Vera Johnson A Family, LLC, SRB, LP, Rose Gardens Senior, LP, Honolulu Street, LLC, and Espinoza Terrace, LLC is based solely on the report of the other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in the *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a reasonable basis for our audit opinions.

Opinions

In our opinion, based on our audit and the report of the other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activities and the aggregate discretely presented component units of the Southern Nevada Regional Housing Authority, as of September 30, 2020, and the respective changes in financial position and, where appropriate, cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis, as listed in the table of contents, should be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquires of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedure did not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary and Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the basic financial statements of the Southern Nevada Regional Housing Authority. The accompanying Schedule of Expenditures of Federal Awards as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), as well as the Financial Data Schedules required by the U.S. Department of Housing and Urban Development, are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements.

This information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the basic financial statements taken as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 7, 2021 on our consideration of the Housing Authority's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of the testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.


Rector, Reeder & Lofton, P.C.
Certified Public Accountants

Loganville, Georgia
June 7, 2021

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

MANAGEMENT'S DISCUSSION & ANALYSIS

FISCAL YEAR ENDED SEPTEMBER 30, 2020

**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2020**

This section of the Southern Nevada Regional Housing Authority's (the Authority) financial report presents management's analysis of the Authority's financial performance during the year ended September 30, 2020.

FINANCIAL HIGHLIGHTS AND CONCLUSIONS

At September 30, 2020, total assets were \$180,599,248, deferred outflow of resources were \$3,850,976, total liabilities were \$44,101,453, and deferred inflow of resources were \$8,869,412; thus, total net position was \$131,479,359. Total revenues and expenses were \$159,738,942 and \$160,318,997, respectively.

Southern Nevada Regional Housing Authority – RAD Conversion

The Appropriations Act of 2012, Public Law 112-55, approved a new Rental Assistance Demonstration (RAD) program to public housing authorities which addresses the need for a backlog of capital improvement needs for these developments. The public assistance through subsidy and capital fund program is converted to a project-based Section 8 rental assistance contract. Consequently, SNRHA is acquiring a minority interest in certain tax credit ventures, which reduces the stock of public housing but maintains the same baseline for affordable housing units. The Housing Authority has converted certain asset managed properties to this program as follows:

Rose Garden Senior LP:

Rose Garden Senior RAD project entails the acquisition/rehabilitation of an existing 120-unit low-income family development located in Las Vegas, NV. The property was awarded \$10,285,996 in 2017 9% Low Income Housing Tax Credits for its substantial rehabilitation. The SNRHA submitted in March 2017 a RAD application for Rose Gardens and received a Conditional Housing Assistance Payment (CHAP) agreement in October 2018. The RAD Conversion Commitment (RCC) was received February 2017. Financials closed in July 2018. Construction completion was November 2018. The property contains a ground lease effective October 2017.

REQUIRED FINANCIAL STATEMENTS

The financial statements of the Authority report information using accounting methods similar to those used by private sector companies (Enterprise Fund).

The Statement of Net Position (Balance Sheet) includes all of the Authority's assets and liabilities and provides information about the amounts and investments in assets and the obligations to Authority creditors. It also provides a basis of assessing the liquidity and financial flexibility of the Authority. Over time, increases or decreases in net position may serve as a useful indicator of the financial health of the Authority.

The current year's revenues, expenses, and changes in net position are accounted for in the Statement of Revenues, Expenses and Changes in Net Position. This statement reports the Authority's operating and non-operating revenue, by major sources, along with operating and non-operating expenses and capital contributions.

The Statement of Cash Flows provides information about the Authority's cash receipts and disbursements during the reporting period. The statement reports net changes in cash resulting from operations, investing activities and capital related activities.

FINANCIAL ANALYSIS OF THE AUTHORITY

The Statement of Net Position and the Statement of Revenues, Expenses and Changes in Net Position report information about the Authority's activities and are summarized in the following sections.

To begin our analysis, a summary of the Authority's Statement of Net Position is presented in Table I.

Southern Nevada Regional Housing Authority
Comparative Statement of Net Position
Table I

	<u>2020</u>	<u>2019</u>	<u>Total Change</u>	<u>% Change</u>
Current Assets	\$ 36,612,374	\$ 36,631,449	\$ (19,075)	-0.05%
Capital Assets	85,886,679	91,636,383	(5,749,704)	-6.27%
Noncurrent Assets	58,100,195	53,235,786	4,864,409	9.14%
Deferred Outflows	3,850,976	4,965,877	(1,114,901)	-22.45%
Total Assets & Deferred Outflows	<u>\$ 184,450,224</u>	<u>\$ 186,469,495</u>	<u>\$ (2,019,271)</u>	-1.08%
Current Liabilities	\$ 6,371,642	\$ 5,850,768	\$ 520,874	8.90%
Noncurrent Liabilities	37,729,811	37,885,556	(155,745)	-0.41%
Total Liabilities	<u>44,101,453</u>	<u>43,736,324</u>	<u>365,129</u>	0.83%
Deferred Inflows	<u>8,869,412</u>	<u>10,673,757</u>	<u>(1,804,345)</u>	-16.90%
Net investment in capital assets	83,949,879	89,384,433	(5,434,554)	-6.08%
Restricted	4,444,449	10,589,466	(6,145,017)	-58.03%
Unrestricted	43,085,031	32,085,515	10,999,516	34.28%
Total Net Position	<u>131,479,359</u>	<u>132,059,414</u>	<u>(580,055)</u>	-0.44%
Total Liabilities, Deferred Inflows & Net Position	<u>\$ 184,450,224</u>	<u>\$ 186,469,495</u>	<u>\$ (2,019,271)</u>	-1.08%

Total Assets and Deferred Outflows decreased by \$2,019,271 or 1.08%. This decrease is due to multiple factors. Current assets decreased by \$19,075 or 0.05% due to a decrease of inventory on hand of \$405,685 or 58.56%. Capital assets decreased by \$5,749,704 or 6.27%, due to depreciation expense of \$6,433,316 and net dispositions of \$263,850, exceeding capital additions of \$947,462 for the year. Noncurrent assets increased by \$4,864,409 or 9.14%, primarily due to an increase in Notes Receivables of \$5,904,986. The

Authority entered into new notes with Wardelle Street; along with an additional note for Rose Gardens Senior LP. More detailed information can be found in Note E in the Notes to the Financial Statements. Deferred Outflows decreased during the year from \$4,965,877 to \$3,850,976, a decrease of \$1,114,901 or 22.45% due to a change in the deferred pension data.

Total Liabilities increased by \$365,129 or 0.83%. Current Liabilities increased by \$520,874 or 8.90%. This was primarily due to increases in unearned revenue of \$1,458,142 or 1666.33%, of which \$1,232,874 consists of CARES Act money received in the HCV program that has not yet been spent. Noncurrent liabilities decreased by \$155,745 or 0.41%, which is primarily due to a decrease in the noncurrent portion of debt of \$333,647 or 5.03%. Accrued pension and OPEB liabilities increased by \$96,180 or 0.34%.

Deferred Inflows decreased during the year from \$10,673,757 to \$8,869,412, a decrease of \$1,804,345 or 16.90%. This is due to the change in swap derivatives included in debt held by SNRHA; along with and a decrease in the deferred pension inflow data.

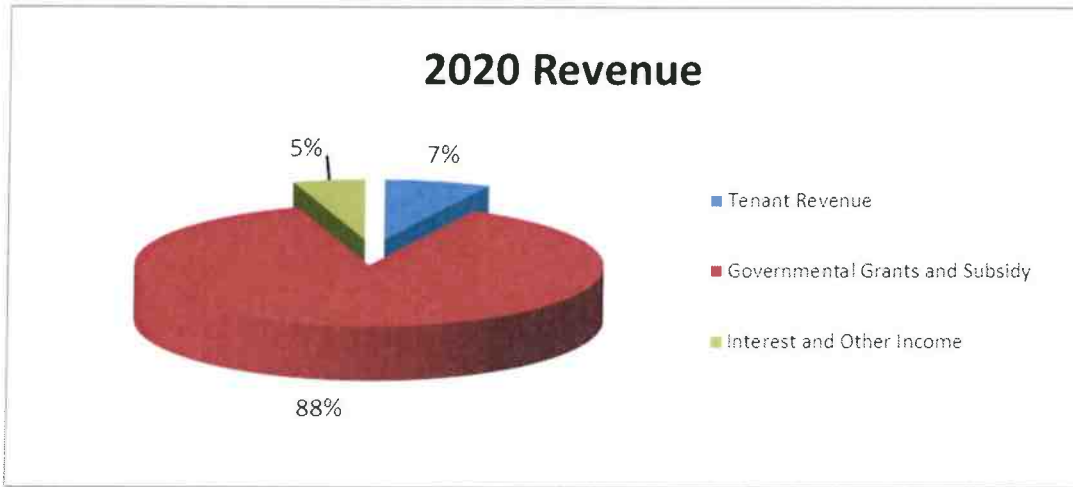
Total Net Position decreased by \$580,055 or 0.44%. Table II, below, provides a statement of these results.

Southern Nevada Regional Housing Authority
Comparative Statement of Revenues, Expenses and Changes in Net Position
Table II

	<u>2020</u>	<u>2019</u>	<u>Total Change</u>	<u>% Change</u>
Tenant Revenue	\$ 11,714,750	\$ 12,304,997	\$ (590,247)	-4.80%
Governmental Grants and Subsidy	140,002,234	138,280,723	1,721,511	1.24%
Interest / Mortgage Income	1,090,717	196,857	893,860	454.07%
Other Income	6,931,241	4,839,880	2,091,361	43.21%
Total Revenue	<u>159,738,942</u>	<u>155,622,457</u>	<u>4,116,485</u>	<u>2.65%</u>
Administration	18,476,785	17,670,335	806,450	4.56%
Tenant Services	1,929,354	2,149,571	(220,217)	-10.24%
Utilities	2,634,693	3,071,816	(437,123)	-14.23%
Maintenance	11,560,271	12,798,398	(1,238,127)	-9.67%
Protective Services	998,879	603,559	395,320	65.50%
Interest Expense	171,069	197,049	(25,980)	-13.18%
General Expense	4,244,861	4,152,082	92,779	2.23%
Housing Assistance Payments	113,869,769	109,355,861	4,513,908	4.13%
Depreciation	6,433,316	7,194,327	(761,011)	-10.58%
Loss on Disposition of Assets	-	11,677,667	(11,677,667)	100.00%
Total Expenses	<u>160,318,997</u>	<u>168,870,665</u>	<u>(8,551,668)</u>	<u>-5.06%</u>
Change in Net Position	(580,055)	(13,248,208)	12,668,153	-95.62%
Beginning Net Position	132,059,414	145,307,622	(13,248,208)	-9.12%
Ending Net Position	<u>\$ 131,479,359</u>	<u>\$ 132,059,414</u>	<u>\$ (580,055)</u>	<u>-0.44%</u>

REVENUES

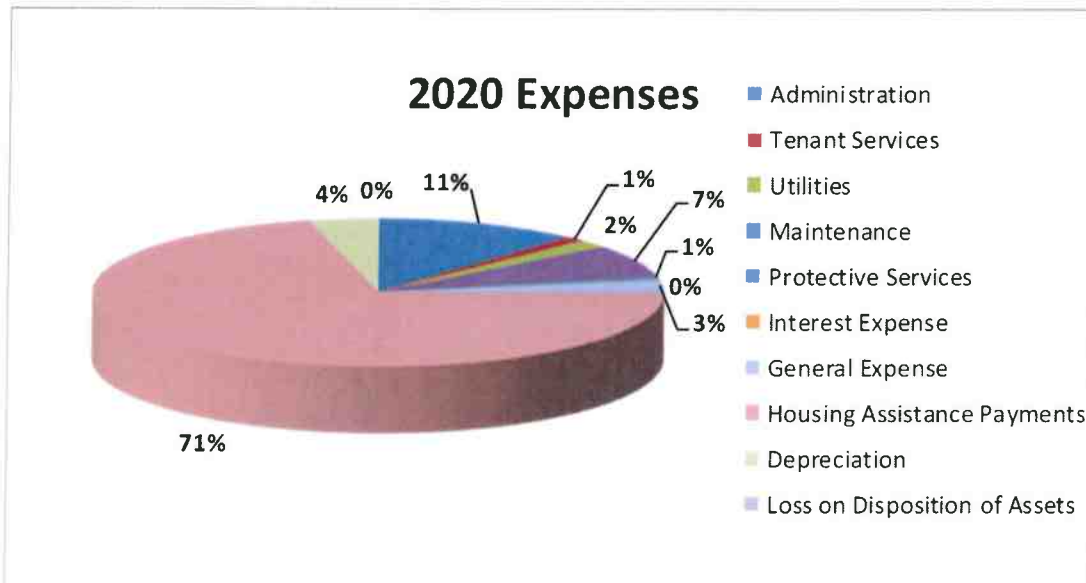
In reviewing the Statement of Revenues, Expenses, and Changes in Net Position, you will find that 88% of the Authority’s revenues are derived from grants from the Department of Housing and Urban Development and other governmental agencies. The Authority receives revenue from tenants for dwelling rental charges and miscellaneous charges of 7% of total revenue. Other Revenue including interest from investments comprises the remaining 5%.



Total Revenue increased by \$4,116,485 or 2.65%. Tenant revenue decreased by \$590,247 or 4.80% due to a slight decreased in leased units. Grant revenue increased slightly by \$1,721,511 or 1.24%. Investment income increased by \$893,860 or 454.07% due to an increase in mortgage interest during the year. Other income also increased by \$2,091,361 or 43.21% due to the gain on sale of capital assets.

EXPENSES

Total Expenses decreased by \$8,551,668 or 5.06%.



Administrative expenses increased by \$806,450 or 4.56%. This was due to an increase in salaries and benefits of \$667,352 or 4.75% due to reallocation of personnel expense. Tenant services decreased by \$220,217 or 10.24%, primarily due to decreased salaries & benefits of \$509,052 or 25.12%. Utilities expense decreased by \$437,123 or 14.23% due to the conversion of units to RAD in the prior year. Maintenance expense decreased by \$1,238,127 or 9.67%, primarily due to decreases in casualty loss of \$437,639, contract costs of \$752,617 and salaries and benefits of \$519,318. Protective services increased by \$395,320 or 65.50% due to increased security. General expenses increased by \$92,779 or 2.23%. Interest expense decreased by \$25,980 or 13.18% due to decreased debt principal held during the year. HAP expense increased by \$4,513,908 or 4.13% due to the RAD conversion in the prior year, and an increase in mainstream vouchers. Depreciation expense decreased by \$761,011 or 10.58%.

CAPITAL ASSETS

At September 30, 2020, the Authority had invested \$85,886,679 in various capital assets as listed in the following schedule.

**Southern Nevada Regional Housing Authority
Comparative Statement of Capital Assets**

Table III

	2020	2019	Total Change	% Change
Land	\$ 20,985,785	\$ 21,111,434	\$ (125,649)	-0.60%
Buildings & improvements	212,196,231	211,754,330	441,901	0.21%
Infrastructure	4,095,181	4,095,181	-	0.00%
Equipment	4,276,129	4,202,010	74,119	1.76%
Construction in Progress	-	-	-	0.00%
Accumulated Depreciation	(155,666,647)	(149,526,572)	(6,140,075)	4.11%
Total Capital Assets	\$ 85,886,679	\$ 91,636,383	\$ (5,749,704)	-6.27%

LONG-TERM DEBT ACTIVITY

The chart below illustrates the changes in debt for the period:

**Southern Nevada Regional Housing Authority
Long-term Debt**

Table IV

	Balance 9/30/2019	Adjustments	Payments/ Decreases	Balance 9/30/2020	Current Portion
Mortgage Note Payable - Wells Fargo	\$ 1,275,788	\$ -	\$ (223,350)	\$ 1,052,438	\$ 233,460
Operating Note - Wells Fargo	781,647	-	(77,761)	703,886	82,800
City of Las Vegas - Senator Apts I	1,670,000	-	-	1,670,000	-
City of Las Vegas - Senator Apts II	1,670,000	-	-	1,670,000	-
Note Payable - Bank of Nevada	360,000	-	-	360,000	-
Note Payable - Phone Loan	-	-	-	-	-
Home Rental Income Fund	194,515	-	(14,039)	180,476	15,137
Promissory Note - City National Bank	1,000,000	-	-	1,000,000	-
	<u>\$ 6,951,950</u>	<u>\$ -</u>	<u>\$ (315,150)</u>	<u>\$ 6,636,800</u>	<u>\$ 331,397</u>

ECONOMIC FACTORS AND EVENTS AFFECTING OPERATIONS

Several factors may affect the financial position of the Authority in the subsequent fiscal year. These factors include:

- The 2020 prorated funding level was 112% compared to the prior year of 97.77%, which is an increase of 14.23%. This increase is due to funding received through the CARES Act for FY2020 to help combat the spread of COVID-19. The 2021 prorated operating subsidy funding level is anticipated to be approximately 96.29%. The funding proration for the HCV Administrative Fee was 81%. The HCV's funding proration for 2021 is anticipated to be 82% for the Administrative Fee.
- The Authority continues to comply with the HUD requirements of asset-based management since regionalization of the Authority. The Authority has developed and maintained a system of budgeting and accounting for each asset management project (AMP) in a manner that will allow for analysis of the actual revenues and expenses associated with each property.
- The spread of a novel strain of coronavirus (COVID-19) in 2020 has caused significant volatility in the U.S. Markets. There is significant uncertainty around the breadth and duration of business disruptions related to COVID-19, as well as its impact on the U.S. economy. The extent of the impact of COVID-19 on the financial performance, including unemployment rates and the ability for tenants to pay their rent, will depend on certain developments, including the duration and spread of the outbreak, which is uncertain and cannot be determined at this time.

CONCLUSIONS

Overall, the Authority demonstrates a sound financial position. It has a management team committed to the mission of providing safe and decent housing to those in need. As the environment changes, the Authority will continue to seek ways to remain a viable organization and continue to operate at the highest standards established by the Real Estate Assessment Center and the Department of Housing and Urban Development.

REQUEST FOR INFORMATION

Should additional information be required or questions arise regarding this financial report, contact our office in writing at the following address:

Southern Nevada Regional Housing Authority
Attention:
Fredrick C. Haron, Chief Administrative Officer
340 North 11th Street
Las Vegas, Nevada 89122-5338

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

AUDITED FINANCIAL STATEMENTS

FISCAL YEAR ENDED SEPTEMBER 30, 2020

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

STATEMENT OF NET POSITION
September 30, 2020

ASSETS & DEFERRED OUTFLOWS

	Primary Government September 30, 2020	Discrete Component Units December 31, 2019	Total (Memorandum Memorandum Only)
<u>Current Assets</u>			
Cash & cash equivalents - unrestricted	\$ 16,924,638	\$ 4,193,429	\$ 21,118,067
Cash & cash equivalents - restricted	7,843,451	4,992,722	12,836,173
Investments - unrestricted	7,519,961	-	7,519,961
Investments - restricted	-	-	-
Accounts receivable	3,746,710	247,025	3,993,735
Notes receivable	-	-	-
Prepaid expenses	290,589	203,607	494,196
Inventories	287,025	-	287,025
	<hr/>	<hr/>	<hr/>
Total Current Assets	36,612,374	9,636,783	46,249,157
<u>Noncurrent Assets</u>			
Notes receivable	56,056,870	-	56,056,870
Other noncurrent assets	1,374,125	4,766,301	6,140,426
Investment in joint ventures	669,200	-	669,200
	<hr/>	<hr/>	<hr/>
Total Other Noncurrent Assets	58,100,195	4,766,301	62,866,496
Capital Assets			
Land	20,985,785	2,159,446	23,145,231
Buildings	196,570,035	104,552,626	301,122,661
Improvements	15,626,196	-	15,626,196
Furniture & equipment	4,276,129	6,961,839	11,237,968
Construction in process	-	2,801,027	2,801,027
Infrastructure	4,095,181	15,533,405	19,628,586
	<hr/>	<hr/>	<hr/>
	241,553,326	132,008,343	373,561,669
Less: Accumulated depreciation	(155,666,647)	(20,206,813)	(175,873,460)
	<hr/>	<hr/>	<hr/>
Total Capital Assets	85,886,679	111,801,530	197,688,209
	<hr/>	<hr/>	<hr/>
Total Noncurrent Assets	143,986,874	116,567,831	260,554,705
	<hr/>	<hr/>	<hr/>
Deferred Outflow of Resources	3,850,976	-	3,850,976
	<hr/>	<hr/>	<hr/>
TOTAL ASSETS	\$ 184,450,224	\$ 126,204,614	\$ 310,654,838

The accompanying notes are an integral part of the financial statements.

LIABILITIES, DEFERRED INFLOWS & NET POSITION

	Primary Government September 30, 2020	Discrete Component Units December 31, 2019	Total (Memorandum (Memorandum Only)
<u>Current Liabilities</u>			
Accounts payable	\$ 2,581,362	\$ 326,014	\$ 2,907,376
Accrued liabilities	1,008,003	3,805,074	4,813,077
Unearned revenue	1,545,648	62,815	1,608,463
Long term debt - current portion	331,397	179,936	511,333
Tenant security deposits/escrow deposits	905,232	246,428	1,151,660
	<hr/>	<hr/>	<hr/>
Total Current Liabilities	6,371,642	4,620,267	10,991,909
<u>Noncurrent Liabilities</u>			
Accrued compensated absences	1,951,310	-	1,951,310
Long term debt	2,605,403	78,881,456	81,486,859
Accrued pension liability	28,212,202	-	28,212,202
Other noncurrent liabilities	1,260,896	3,738,664	4,999,560
Loan liability - non current	3,700,000	-	3,700,000
	<hr/>	<hr/>	<hr/>
Total Noncurrent Liabilities	37,729,811	82,620,120	120,349,931
TOTAL LIABILITIES	<hr/> 44,101,453	<hr/> 87,240,387	<hr/> 131,341,840
DEFERRED INFLOW OF RESOURCES	<hr/> 8,869,412	<hr/> -	<hr/> 8,869,412
<u>NET POSITION</u>			
Net Investment in Capital Assets	83,949,879	32,740,138	116,690,017
Restricted	4,444,449	4,746,294	9,190,743
Unrestricted	43,085,031	1,477,795	44,562,826
	<hr/>	<hr/>	<hr/>
TOTAL NET POSITION	131,479,359	38,964,227	170,443,586
TOTAL LIABILITIES, DEFERRED INFLOW OF RESOURCES & NET POSITION	<hr/> <hr/> \$ 184,450,224	<hr/> <hr/> \$ 126,204,614	<hr/> <hr/> \$ 310,654,838

The accompanying notes are an integral part of the financial statements.

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION

September 30, 2020

	Primary Government September 30, 2020	Discrete Component Units December 31, 2019	Total (Memorandum (Memorandum Only))
<u>Operating Revenues</u>			
Dwelling rent	\$ 11,714,750	\$ 7,285,409	\$ 19,000,159
Governmental grants & subsidy	139,768,673	-	139,768,673
Other income	5,456,284	91,035	5,547,319
Total Operating Revenues	156,939,707	7,376,444	164,316,151
<u>Operating Expenses</u>			
Administration	18,476,785	1,325,353	19,802,138
Tenant services	1,929,354	103,891	2,033,245
Utilities	2,634,693	1,025,465	3,660,158
Maintenance & operations	11,560,271	2,100,041	13,660,312
Protective services	998,879	25,394	1,024,273
General expense	4,244,861	650,674	4,895,535
Housing assistance payments	113,869,769	-	113,869,769
Depreciation expense	6,433,316	3,708,437	10,141,753
Total Operating Expense	160,147,928	8,939,255	169,087,183
Net Operating Income/(Loss)	(3,208,221)	(1,562,811)	(4,771,032)
<u>Nonoperating Revenues/(Expenses)</u>			
Investment & mortgage income	1,090,717	16,358	1,107,075
Interest expense	(171,069)	(3,414,088)	(3,585,157)
Amortization of loan fees	-	(26,233)	(26,233)
Gain/(Loss) on disposition of assets	1,474,957	-	1,474,957
Net Nonoperating Revenues/(Expenses)	2,394,605	(3,423,963)	(1,029,358)
Net Income/(Loss) before capital contributions	(813,616)	(4,986,774)	(5,800,390)
Capital grants/capital contributions	233,561	15,320,710	15,554,271
Increase/(Decrease) in Net Position	(580,055)	10,333,936	9,753,881
Total Net Position - beginning	132,059,414	28,630,291	160,689,705
Total Net Position - ending	\$ 131,479,359	\$ 38,964,227	\$ 170,443,586

The accompanying notes are an integral part of the financial statements.

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

STATEMENT OF CASH FLOWS
September 30, 2020

	PRIMARY GOVERNMENT	COMPONENT UNIT	TOTAL (Memorandum Only)
<u>CASH FLOWS FROM OPERATING ACTIVITIES</u>			
Receipts from customers and users	\$ 17,171,034	\$ 7,376,444	\$ 24,547,478
Governmental grants & subsidy - operations	139,768,673	-	139,768,673
Payments to suppliers	(13,323,991)	(5,018,074)	(18,342,065)
Payments for housing assistance	(113,869,769)	-	(113,869,769)
Payments to employees	(25,506,136)	(1,543,969)	(27,050,105)
NET CASH PROVIDED/(USED) FROM OPERATING ACTIVITIES	4,239,811	814,401	5,054,212
<u>CASH FLOWS FROM INVESTING ACTIVITIES</u>			
Purchase of investments	(357,367)	-	(357,367)
Proceeds from other noncurrent assets	-	-	-
Issuance of notes receivable	(5,904,986)	-	(5,904,986)
Interest received	1,090,717	16,358	1,107,075
NET CASH PROVIDED/(USED) FROM INVESTING ACTIVITIES	(5,171,636)	16,358	(5,155,278)
<u>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</u>			
Grant revenue - capital grants	233,561	-	233,561
Acquisition of capital assets - capital grant program	(233,561)	-	(233,561)
Acquisition of capital assets	(713,901)	(12,317,187)	(13,031,088)
Capital contributions received	-	15,320,710	15,320,710
Proceeds on mortgage & notes	-	20,281,795	20,281,795
Payments on mortgage & notes	(315,150)	(24,042,836)	(24,357,986)
Proceeds from disposition of capital assets	1,738,810	-	1,738,810
Interest paid	(171,069)	(1,605,133)	(1,776,202)
NET CASH PROVIDED/(USED) BY CAPITAL AND RELATED FINANCING ACTIVITIES	538,690	(2,362,651)	(1,823,961)
NET INCREASE/(DECREASE) IN CASH AND CASH EQUIVALENTS	(393,135)	(1,531,892)	(1,925,027)
CASH AND CASH EQUIVALENTS AT BEGINNING OF PERIOD	25,161,224	10,718,043	35,879,267
CASH AND CASH EQUIVALENTS AT END OF PERIOD	\$ 24,768,089	\$ 9,186,151	\$ 33,954,240

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

STATEMENT OF CASH FLOWS
September 30, 2020

	<u>PRIMARY</u> <u>GOVERNMENT</u>	<u>COMPONENT</u> <u>UNIT</u>	<u>TOTAL</u> <u>(Memorandum Only)</u>
<u>CASH FLOWS FROM OPERATING ACTIVITIES</u>			
Net Income/(Loss) from operations	\$ (3,208,221)	\$ (1,562,811)	\$ (4,771,032)
Adjustments to reconcile net loss to net cash provided by operating activities:			
Depreciation & amortization	6,433,316	3,708,437	10,141,753
Decrease (Increase) in accounts receivable	(390,596)	129,615	(260,981)
Decrease (Increase) in prepaid expenses	(31,785)	(60,182)	(91,967)
Decrease (Increase) in inventory	405,685	-	405,685
Decrease (Increase) in Joint ventures	(669,000)	-	(669,000)
Decrease (Increase) in Noncurrent assets	1,709,577	(1,069,432)	640,145
Increase (Decrease) in accounts payable	(627,793)	78,818	(548,975)
Increase (Decrease) in accrued liabilities	(165,424)	33,495	(131,929)
Increase (Decrease) in unearned revenue	1,458,142	17,046	1,475,188
Increase (Decrease) in other noncurrent liabilities	(64,285)	(492,265)	(556,550)
Increase (Decrease) in deferred outflows, inflows, and pension liabilities	(593,264)	-	(593,264)
Increase (Decrease) in security/trust deposits	(16,541)	31,680	15,139
	<u> </u>	<u> </u>	<u> </u>
NET CASH PROVIDED/(USED) FROM OPERATING ACTIVITIES	\$ <u>4,239,811</u>	\$ <u>814,401</u>	\$ <u>5,054,212</u>

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

NOTE A - SUMMARY OF ORGANIZATION, SIGNIFICANT ACCOUNTING POLICIES AND REPORTING ENTITY:

1. Introduction:

The Southern Nevada Regional Housing Authority (the Authority or SNVRHA) was established effective January 1, 2010, in accordance with Nevada State law for the purpose of consolidating three housing authorities located in Southern Nevada. Las Vegas Housing Authority, Housing Authority of Clark County, and North Las Vegas Housing Authority were combined to form the Authority. On October 20, 2009, the Authority requested to enter into an Annual Contributions Contract (ACC) with the U.S. Department of Housing and Urban Development (HUD) effective January 1, 2010, to be the administrator of the housing and housing related programs described herein.

2. Organization:

The Authority is a public body and a body corporate and politically organized under the laws of the State of Nevada as a tax-exempt quasi-governmental entity under the United States Housing Act of 1937 for the purpose of providing adequate housing for qualified low-income individuals. The Authority is not subject to Federal or State income taxes and is not required to file Federal or State income tax returns.

3. Reporting Entity:

The accompanying combined financial statements include the accounts of all Authority operations for the year ended September 30, 2020. The criteria for including organizations as component units with the Authority's reporting entity, as set forth in Section 2100 of GASB's Governmental Accounting and Financial Reporting Standards, include the following:

- The organization is legally separate (can sue and be sued in its own name)
- The Authority holds the corporate powers of the organization
- The Authority appoints the voting majority
- The organization has the potential to impose a financial benefit/burden on the Authority
- There is fiscal dependency by the organization on the Authority

On the basis of application of these criteria, the Authority is a legally separate entity that is fiscally independent of other governments, and there are no other entities that are to be reported as component units of the Authority, except as noted below, nor is the Authority to be included in the City of Las Vegas, or Clark County's financial reports, therefore the Authority reports independently.

4. Discretely Presented Component Units:

Landsman Family, LLC was formed on December 5, 2013, as a limited liability company under the laws of the State of Nevada, for the purpose of acquiring, owning, operating and financing a rental housing project known as Landsman Gardens (the project). The Company's partnership interests are held by third parties unrelated to the Authority, with the exception of the managing member, Landsman Family Manager, LLC, a Nevada Limited Liability Company, which is wholly owned by Affordable Housing Program, Inc., which is a blended component of the Authority. The Authority has certain rights and responsibilities, which enables it to impose its will on the Company. In accordance with GASB Statement No. 61, the Company is included as a discretely presented component unit in the financial statements.

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020
(Continued)

NOTE A - SUMMARY OF ORGANIZATION, SIGNIFICANT ACCOUNTING POLICIES AND REPORTING ENTITY: (Cont'd)

4. Discretely Presented Component Units: (Cont'd)

Vera Johnson B, LP was formed on January 28, 2015, as a Nevada Limited Partnership under the laws of the State of Nevada, for the purpose of acquiring, owning, operating and financing a 112 units of rental housing project known as Vera Johnson B Manor (the project). The Partnership's interests are held by third parties unrelated to the Authority, with the exception of the managing member, Vera Johnson B, LLC, a Nevada Limited Liability Company, which is wholly owned by Affordable Housing Program, Inc., which is a blended component of the Authority. The Authority has certain rights and responsibilities, which enables it to impose its will on the Company. In accordance with GASB Statement No. 61, the Company is included as a discretely presented component unit in the financial statements.

Biegger Estates, LLC was formed on May 2, 2016, as a Nevada limited liability company under the laws of the State of Nevada, for the purpose of acquiring, owning, operating and financing a 119 units of rental housing project known as Biegger Estates (the project). The Partnership's interests are held by third parties unrelated to the Authority, with the exception of the managing member, Biegger Estates Manager, LLC, a Nevada Limited Liability Company, which is wholly owned by Affordable Housing Program, Inc., which is a blended component of the Authority. The Authority has certain rights and responsibilities, which enables it to impose its will on the Company. In accordance with GASB Statement No. 61, the Company is included as a discretely presented component unit in the financial statements.

Vera Johnson A Family, LLC was formed on August 19, 2016, to rehabilitate and operate a 76-unit apartment project known as Vera Johnson A Manor. This project is rented to low-income tenants in a manner necessary to qualify for the Federal low-income housing tax credits. The Partnership's interests are held by third parties unrelated to the Authority, with the exception of the managing member, Vera Johnson A Family Manager, LLC, a Nevada Limited Liability Company, which is wholly owned by Affordable Housing Program, Inc., which is a blended component of the Authority. The Authority has certain rights and responsibilities, which enables it to impose its will on the Company. In accordance with GASB Statement No. 61, the Company is included as a discretely presented component unit in the financial statements.

Honolulu Street Family Housing, LLC was formed April 15, 2005, for the purpose of constructing and operating a 60-unit multi-family affordable housing project. The project is rented to low-income applicants and is operating in a manner necessary to qualify for federal low-income tax credits provided under Section 42 of the Internal Revenue Code. The Partnership's interests are held by third parties unrelated to the Authority, with the exception of the managing member, Honolulu Street Family Housing, Inc., a Nevada Limited Liability Company, which is wholly owned by Affordable Housing Program, Inc., which is a blended component of the Authority. The Authority has certain rights and responsibilities, which enables it to impose its will on the Company. In accordance with GASB Statement No. 61, the Company is included as a discretely presented component unit in the financial statements.

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020
(Continued)

NOTE A - SUMMARY OF ORGANIZATION, SIGNIFICANT ACCOUNTING POLICIES AND REPORTING ENTITY: (Cont'd)

4. Discretely Presented Component Units: (Cont'd)

SRB Limited Partnership was formed March 1, 2006, to construct and operate a two phase 240-unit apartment project known as Senator Richard Bryan Apartments. The project is rented to low-income applicants and operated in a manner intended to qualify for federal low-income housing tax credits as provided under Section 42 of the Internal Revenue Code. The Partnership's interests are held by third parties unrelated to the Authority, with the exception of the general partner, SRB GP, LLC, a Nevada Limited Liability Company, which is wholly owned by Affordable Housing Program, Inc., which is a blended component of the Authority. The Authority has certain rights and responsibilities, which enables it to impose its will on the Company. In accordance with GASB Statement No. 61, the Company is included as a discretely presented component unit in the financial statements.

Rose Gardens Senior LP operates a 120-unit apartment complex in Las Vegas, Nevada known as Rose Gardens Senior Apartments. The project is rented to persons of low income and is qualified for the federal low-income tax credit housing program as described in Section 42 of the Internal Revenue Code. The Partnership was formed on September 27, 2016. The Partnership's interests are held by third parties unrelated to the Authority, with the exception of the general partner, Rose Gardens Senior, LLC, a Nevada Limited Liability Company, which is wholly owned by Affordable Housing Program, Inc., which is a blended component of the Authority. The Authority has certain rights and responsibilities, which enables it to impose its will on the Company. In accordance with GASB Statement No. 61, the Company is included as a discretely presented component unit in the financial statements.

Espinoza Terrace, LLC operates a 100-unit project located in Henderson, Nevada known as Espinoza Terrace Apartments. The project is rented to low-income applicants and operated in a manner intended to qualify for federal low-income housing tax credits as provided under Section 42 of the Internal Revenue Code. The Partnership's interests are held by third parties unrelated to the Authority, with the exception of the general partner, Espinoza Terrace Manager, LLC, a Nevada Limited Liability Company, which is wholly owned by Affordable Housing Program, Inc., which is a blended component of the Authority. The Authority has certain rights and responsibilities, which enables it to impose its will on the Company. In accordance with GASB Statement No. 61, the Company is included as a discretely presented component unit in the financial statements.

5. Development Corporations:

The Development Corporations (the Corporations) operate exclusively for nonprofit purposes and were created to assist in carrying out housing projects for persons of eligible income. Housing projects undertaken, financed, or assisted by the Corporations and their related expenditures must be approved by the Authority. The Corporations are legally separate from the Authority, and are included as blended component units, since the Authority can significantly influence the programs, projects, or activities of, or the level of service performed by the Authority, and their boards of directors are substantially the same as the Authority.

Affordable Housing Program, Inc. is included as a blended component unit of the Authority.

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020
(Continued)

NOTE A - SUMMARY OF ORGANIZATION, SIGNIFICANT ACCOUNTING POLICIES AND REPORTING ENTITY: (Cont'd)

6. Basis of Presentation:

The financial statements of the Authority have been prepared in conformity with Generally Accepted Accounting Principles (GAAP). The following summary of the more significant accounting policies is presented to assist the reader in interpreting these financial statements, and should be viewed as an integral part of this report.

A fund is an independent fiscal and accounting entity with a self-balancing set of accounts comprised of its assets, liabilities, net position, revenues, and expenses. The funds maintained by the Authority allow compliance and financial accountability by separate functions and activities.

A summary of each significant program administered by the Authority included in the financial statements is provided below to assist the reader in interpreting the financial statements. These programs do not constitute all programs subsidized by HUD and operated by the Authority.

Low Income Public Housing programs provide subsidy funding annually, by a formula for Housing Modernization and Housing Operations Programs. These programs support public housing operations by way of an annual contributions contract with HUD, ACC# NV018. Under this contract, the Authority develops, modernizes and manages public housing developments. Funding is provided by eligible residents who are charged monthly rent based on family size, family income, and other determinants, as well as by the subsidies provided by HUD.

Housing Choice Voucher programs (HCVP) include the Voucher, VASH, Mainstream and Disaster Housing programs. Under these programs, rental assistance payments are made by the Authority primarily to landlords on behalf of eligible families. These programs are funded by the annual contributions contract with HUD, ACC# NV018.

Capital Funding Programs (CFP) provide funds annually, by a formula, to public housing authorities (PHA) for capital and management activities, including modernization and development of public housing. Section 519 of the Quality Housing and Work Responsibility Act of 1998 (Public law 105-276) amends Section 9 of the U.S. Housing Act of 1937 to provide for a Capital Fund Program to be established by HUD for the purpose of making assistance available to PHAs to carry out capital, management, development and other activities. It also requires HUD to develop a formula (through a negotiated rulemaking process) for determining the amount of assistance to be provided and a mechanism to reward performance. The CFP funds, which are allocated annually, represent the major source of funding for capital and management activities at PHA's.

Resident Opportunity & Supportive Services Program provides reliable transportation for all elderly and disabled residents of the service area and contracts for housekeeping and personal assistance for residents who meet certain criteria. The program also provides for a service coordinator who implements and coordinates the program. Funding for this program is provided by grants from HUD.

Business Activities – The Non-aided Housing Program is funded with other than federal financing and is used to account for various activities of the Authority. In addition to dwelling rents, this fund is used to account for fees charged to nonprofit organizations for managing their low-income housing projects and fees paid by other funds for services provided and for the use of facilities owned by the Non-aided Housing Program.

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NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020
(Continued)

NOTE A - SUMMARY OF ORGANIZATION, SIGNIFICANT ACCOUNTING POLICIES AND REPORTING ENTITY: (Cont'd)

6. Basis of Presentation: (Cont'd)

Component Units – The Authority has two blended component units – Affordable Housing Program, Inc. and Honolulu Street Family Housing, Inc. Both of these corporations share the same board as the Authority and are considered to be blended component units. Separate standalone financial statements for the component units are not prepared.

7. Basis of Accounting and Measurement Focus:

Basis of Accounting – The Housing Board uses the accrual basis of accounting in all its funds. Under this method, revenues are recorded when earned, and expenses are recorded when liabilities are incurred, regardless of when the related cash flow takes place.

Basis of Presentation – The financial statements of the Housing Board are presented from a fund perspective. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain Housing Board functions. The fund is a separate accounting entity with a self-balancing set of accounts. The accounting and financial reporting method applied by a fund is determined by the fund's measurement focus. The accounting objectives are determination of net income, financial position, and cash flows.

All assets and liabilities associated with the financial activities are included on the Statement of Net Position. Proprietary fund equity is segregated into three broad components: Net investment in capital assets, Restricted, and Unrestricted. The Housing Board uses the following fund:

Enterprise fund – This type of fund is reported using an economic resources measurement focus. Additionally, it is used to account for operations that are financed and operated in a manner similar to private businesses where a fee is charged to external users for services provided.

8. Revenues and Expenses:

SNVRHA distinguishes operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services in connection with SNVRHA's principal ongoing operations. The principal operating revenues of SNVRHA are charges to tenants for rent and various grants and subsidies. Operating expenses include the cost of services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

Subsidies received from HUD or other grantor agencies for operating purposes, are recorded as operating revenue in the operating statement while capital grant funds are added to the net position below the non-operating revenue and expense.

9. Encumbrances:

Encumbrances represent commitments related to unperformed contracts for goods and services. The Housing Board does not utilize encumbrance accounting.

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
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NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020
(Continued)

NOTE A - SUMMARY OF ORGANIZATION, SIGNIFICANT ACCOUNTING POLICIES AND REPORTING ENTITY: (Cont'd)

10. Budgets:

The Authority is required by contractual agreements to adopt annual, appropriated operating budgets for all its programs receiving expenditure awards. All budgets are prepared on a HUD basis, which is materially consistent with generally accepted accounting principles (GAAP). The Authority prepares its budget annually. The Board of Commissioners adopts the budget through passage of a budget resolution prior to the beginning of the fiscal year.

11. Inventories:

Inventories are recorded at cost using the first in, first out (FIFO) method. If inventory falls below cost due to damage, deterioration or obsolescence, SNVRHA establishes an allowance for obsolete inventory. In accordance with the consumption method, inventory is expensed when items are actually placed in service.

12. Capital Assets and Depreciation:

Capital assets include all land and site improvements thereon; all dwelling and non-dwelling structures, including fixtures permanently attached thereto or installed in a fixed position; and all items of nonexpendable equipment acquired and held for the projects that cost \$5,000 or more and have an estimated useful life of at least one year. It also includes items of expendable equipment paid for from funds provided for the development of the projects.

Capital assets are valued at historical cost. Donated capital assets are recorded at fair market value on the date received. Interest expense incurred during the development period is capitalized.

Maintenance, minor repairs and replacements are recorded as expenses; extraordinary replacements of property resulting in property betterments are charged to the property accounts.

Depreciation is charged to operations using the straight-line method based on the estimated useful life of the related asset. The estimated useful lives of the various asset categories are as follows:

Buildings	30 to 40 years
Improvements	15 years
Furniture and Equipment	2 to 10 years

Proceeds from the sale of property acquired or significantly improved with HUD or State funds are refunded to HUD or the State as required by contract.

13. Collection Losses:

Collection losses on accounts receivable are expensed, in the appropriate Fund, using the specific write-off method.

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
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NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020
(Continued)

NOTE A - SUMMARY OF ORGANIZATION, SIGNIFICANT ACCOUNTING POLICIES AND REPORTING ENTITY: (Cont'd)

14. Cash and Cash Equivalents:

Cash and cash equivalents includes amounts in demand deposit accounts and short-term investments with an initial maturity date of three months or less for purposes of measuring cash flows. Restricted cash is included for purposes of reporting cash flows.

15. Investments:

Investments of the Authority consist of those permitted by the Nevada Government Code including obligations of the U.S. government and federal agencies. The Authority's investments are carried at fair value based upon quoted market prices, as required by generally accepted accounting principles. The Authority adjusts the carrying value of its investments to reflect their fair value at each fiscal period end, and it includes the effects of those adjustments in income for that fiscal period. The Authority classifies its investments as current or non-current based on the maturity dates. Short-term investments have maturities within one year.

16. Compensated Absences:

Compensated absences are absences for which the employees will be paid, i.e., sick leave, vacation, and other approved leaves. In accordance with GASB Statement No. 16, *Accounting for Compensated Absences*, the Authority accrues the liability for those absences that the employee has earned the rights to the benefits. Accrued amounts are based on the current salary rates. Full-time, permanent employees are granted vacation and sick leave benefits in varying amounts to specified maximums depending on tenure with the Authority. Vacation and sick pay is recorded as an expense and related liability in the year earned by the employees.

The policy of the Authority is to accumulate earned but unused annual vacation benefits, which will be paid to employees upon separation from Authority service. Vested or accumulated vacation is earned at a rate ranging from 10 days per year for the first year of service, up to a maximum of 20 days per year after 14 years of service. The maximum permissible accumulation is 200 hours. At termination, employees are paid for any accumulated vacation leave. Sick leave is accumulated at the rate of one day per month and may be accumulated to a maximum of 20 days. Accumulations in excess of 20 days are forfeited. The value of unused sick leave is not payable upon separation from the Authority. Vacation pay is recorded as an expense and related liability in the year earned by the employee.

17. Use of Estimates:

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses in the financial statements and in the disclosures of contingent assets and liabilities. Actual results could differ from those estimates.

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NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020
(Continued)

NOTE A - SUMMARY OF ORGANIZATION, SIGNIFICANT ACCOUNTING POLICIES AND REPORTING ENTITY: (Cont'd)

18. Inter-program Receivables and Payables:

Inter-program receivables/payables are all either current assets or current liabilities and are the result of the use of the Revolving Fund as the common paymaster for costs of the Authority. Cash settlements are made periodically and all inter-program balances net to zero. These inter-program receivables and payables have been eliminated in preparation of the basic financial statements. The detail by program can be found in the Financial Data Schedule of Net Position.

19. Allowance for Doubtful Accounts:

Tenant receivables are reported net of an allowance for doubtful accounts. Management's estimate of the allowance is based on historical collection experience and a review of the current status of tenant accounts receivable. It is reasonably possible that management's estimate of the allowance will change over time.

20. Prepaid Expenses:

Prepaid expenses represent payments made to vendors for goods or services that will benefit periods beyond the current year end.

21. Intangible Assets:

According to the most recent Government Accounting Standards Board pronouncement all financing costs for the Southern Nevada Regional Housing Authority have been written off and expensed currently. Consequently, there is no amounts amortized during the year.

22. Capitalized Interest:

Interest expense on notes and bonds, net of interest income on related debt proceeds is capitalized during the project development period through the date of full availability. Only the interest associated specifically with debt used to construct physical structures is capitalized.

23. Restricted Net Position:

Certain assets may be classified as restricted on the statement of net position as their use is restricted by contracts or agreements with outside third parties and lending institutions. Restricted Net Position also includes funds for tenant security deposits restricted for application to unpaid tenant accounts or for refund to tenants.

24. Grants and Contributions:

The Authority has received loans and grants from HUD to build and improve housing projects. The grants require that only individuals and families that meet various income, age and employment standards be housed or aided.

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NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020
(Continued)

NOTE A - SUMMARY OF ORGANIZATION, SIGNIFICANT ACCOUNTING POLICIES AND REPORTING ENTITY: (Cont'd)

25. Unearned Revenue:

Unearned revenue is recorded when the Authority receives funds in advance of when it has a complete legal claim to them, as when grant monies are received prior to meeting all eligibility requirements and/or the occurrence of qualifying expenditures. In this case, unearned revenue is recorded at a liability on the Statement of Net Position. Later, in subsequent periods, when both the revenue recognition criteria are met and/or when SNVRHA has complete legal claim to the resources, the liability for unearned revenue is removed from the Statement of Net Position, and revenue is then recognized.

26. New Pronouncements:

For the fiscal year ending September 30, 2020, due to the COVID-19 pandemic, GASB 95 was issued in May 2020 to relieve governments and other stakeholders on certain provisions/statements by postponing the effective dates by one year. The following statements below are affected, and the Authority is currently evaluating its accounting practices to determine the potential impact on the financial statements for the following GASB Statements:

GASB Statement No. 87, Leases - In June 2017, the GASB issued GASB Statement No. 87, Leases. This Statement is to improve accounting and financial reporting for leases by governments. This Statement requires recognition of certain leased assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. With the COVID-19 relief, this Statement is effective for the Authority's fiscal year ending June 30, 2021.

GASB Statement No. 89, Accounting for Interest Cost Incurred before the End of a Construction Period - In June 2018, the GASB issued GASB Statement No. 89, Accounting for Interest Cost Incurred before the End of a Construction Period. The objectives of this Statement are (1) to enhance the relevance and comparability of information about capital assets and the cost of borrowing for a reporting period and (2) to simplify accounting for interest cost incurred before the end of a construction period. This Statement requires that interest cost incurred before the end of a construction period be recognized as an expenditure/expense in the period in which the cost is incurred. As the Authority currently does not undertake the activities defined in this statement, there is no material effect of this pronouncement on the financial statements.

GASB Statement No. 90, Majority Equity Interests – In August 2018, the GASB issued GASB Statement No. 90, Majority Equity Interests – an Amendment of GASB Statements No. 14 and No. 61. The primary objectives of this Statement are to improve the consistency and comparability of reporting a government's majority equity interest in a legally separate organization and to improve the relevance of financial statement information for certain component units. It defines a majority equity interest and specifies that a majority equity interest in a legally separate organization should be reported as an investment if a government's holding of the equity interest meets the definition of an investment. As the Authority currently does not have any material equity interests as defined in this statement, there is no material effect of this pronouncement on the financial statements.

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NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020
(Continued)

NOTE A - SUMMARY OF ORGANIZATION, SIGNIFICANT ACCOUNTING POLICIES AND REPORTING ENTITY: (Cont'd)

26. New Pronouncements: (Cont'd)

GASB Statement No. 91, Conduit Debt Obligations - In May 2019, the GASB issued GASB Statement No. 91, Conduit Debt Obligations. The objectives of this Statement are to provide a single method of reporting conduit debt obligations by issuers and eliminate diversity in practice associated with (1) commitments extended by issuers, (2) arrangements associated with conduit debt obligations, and (3) related note disclosures. This Statement achieves those objectives by clarifying the existing definition of a conduit debt obligation; establishing that a conduit debt obligation is not a liability of the issuer; establishing standards for accounting and financial reporting of additional commitments and voluntary commitments extended by issuers and arrangements associated with conduit debt obligations; and improving required note disclosures. This Statement is effective for the Authority's fiscal year June 30, 2021.

GASB Statement No. 95, Postponement of the Effective Dates of Certain Authoritative Guidance – As indicated previously, the primary objective of this GASB Statement 95 is to provide temporary relief to governments and other stakeholders considering the COVID-19 pandemic. That objective is accomplished by postponing the effective dates of certain provisions in Statements and Implementation Guides that first became effective or are scheduled to become effective for periods beginning after June 15, 2018, and later. As detailed above, the Authority postponed the implementation dates of all GASB statements affected by this standard.

NOTE B - CASH, CASH EQUIVALENTS, AND INVESTMENTS:

Nevada law NRS 356.360 requires banks and savings and loan institutions participating in the Nevada Collateral Pool to pledge government securities with a market value of 102% of the amount of uninsured balances of public money held by the depository. Under Nevada law this collateral is held in a separate investment pool by another institution in the depository's name. Cash, restricted cash, and investments are classified in the financial statements based on whether or not their use is restricted under the terms of the Authority's debt instruments or agency agreements. The Authority's carrying amount of cash and investments as of September 30, 2020 was \$32,288,050, and the bank balance was \$34,323,803.

Cash and Cash Equivalents

Cash and cash equivalents are maintained on deposit in demand accounts with Nevada State Bank and BNY Mellon. Of the amounts deposited into the bank, \$500,000 is covered by the Federal Deposit Insurance Corporation. All remaining balances are properly collateralized by the financial institution in accordance with the regulations of the Nevada Collateral Pool.

September 30, 2020, Cash and cash equivalents of the primary government and discrete component units are presented in the basic financial statements as of September 30, 2020, as follows:

	<u>Primary Government</u>	<u>Component Units</u>
	Cash and Cash Equivalents	Cash and Cash Equivalents
Unrestricted	\$ 16,924,638	\$ 4,193,429
Restricted	7,843,451	4,992,722
Total	<u>\$ 24,768,089</u>	<u>\$ 9,186,151</u>

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
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NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020
(Continued)

NOTE B - CASH, CASH EQUIVALENTS, AND INVESTMENTS: (Cont'd)

Investments

The investments as of September 30, 2020, was \$7,519,961, which consisted of securities in the Bank of New York Mellon funds which are all invested in Federal Home Loan Mortgage Corporation.

Interest Rate Risk

Fair value of an investment fluctuates with interest rates and increasing interest rates could cause fair value to decline below the original cost. The Authority follows the Nevada Government Code investment policy which does not limit the weighted average maturity of its investment portfolio.

Credit Risk

The Authority does not have a formal policy on credit risk. The Federal Code of Regulations, Part 85, Subpart C, (24 CFR 85.20) for cash management and investments permits investments in the following types of investments: direct U.S. obligations, U.S. agency obligations, repurchase agreements, and money market mutual funds. All investments of the Authority meet these guidelines.

Custodial Risk

For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the Authority will not be able to recover the value of its investment or collateral securities that are in the possession of an outside party. As of September 30, 2020, the Authority held investments in U.S. Treasuries and other federal agency securities which were held by the Authority's custodian in the Authority's name.

Concentration of Credit Risk

The Authority is required to disclose investments that represent a concentration of five percent or more of investments in any issuer held by individual Authority funds in the securities of issuers other than U.S. Treasury securities, mutual funds and external investment pools. The Authority's policy does not set a limit on the amount that may be invested in any single issuer. At September 30, 2020, investments in Federal Home Loan Mortgage Corporation notes represented approximately 57 percent of total investments.

Restricted cash and cash equivalents at September 30, 2020, were as follows:

Security deposit funds	\$ 905,232
HCV CARES Act funds	1,232,874
FSS escrow funds	1,260,896
Modernization	4,311,125
Mainstream equity	<u>133,324</u>
	<u>\$ 7,843,451</u>

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
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NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020
(Continued)

NOTE C - ACCOUNTS RECEIVABLE:

Accounts receivable, including all applicable allowances for uncollectible accounts at September 30, 2020, consisted of the following:

	Primary Government	Component Units
Tenants (net of allowance of \$277,305)	\$ 289,433	\$ 247,025
A/R - HUD	2,802,489	-
Other government agencies	379,949	-
A/R - miscellaneous (net of allowance of \$679,796)	232,986	-
Accrued interest receivable	40,154	-
Fraud (net of allowance of \$27,608)	1,699	-
	\$ 3,746,710	\$ 247,025

Note: The above receivable balance excludes \$7,701,414 of interfund receivables that have been eliminated as a result of financial statement consolidation.

NOTE D - PREPAID EXPENSES, INVENTORY AND OTHER ASSETS:

Prepaid expenses, inventory and other assets at September 30, 2020, consisted of the following:

	Primary Government	Component Units
Prepaid insurance and other assets	\$ 290,589	\$ 203,607
Inventory	287,025	-
	\$ 577,614	\$ 203,607

NOTE E - NOTES RECEIVABLE:

The Authority is an affiliate to the Managing Member of *Honolulu Family Street Housing LLC* with a low-income tax credit development on the site of the former Ernie Cragin Annex 3, where 54 housing units built in the 1970s were razed in 2005. The 8.13-acre site is located at East Charleston Boulevard and Honolulu Street. The 60-unit mixed finance development is financed utilizing \$8,905,576 of Capital Fund Program Replacement Housing funds, \$8.579 million raised through tax credits from the state, \$360,000 of FHLB grant, and \$490,159 in Housing Authority reserves. The balance of these Notes Receivable at September 30, 2020 was \$6,455,329.

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
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NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020
(Continued)

NOTE E - NOTES RECEIVABLE: (Cont'd)

While these units are not owned by the Authority, they are part of the PHA's Annual Contributions Contract and are eligible to receive low-income public housing subsidy. The Authority has entered into a 90-year ground lease (at \$1 per year) with the project's owner, Honolulu Street Family Housing, LLC and has retained the right of first refusal to purchase the units at the end of the tax-credit compliance period. The Authority has established Honolulu Street Family Housing Inc. (HSFH Inc.) to act as managing member of the LLC. HSFH Inc. is also a 0.01 percent partner in the LLC. In addition, Affordable Housing Program Inc. (AHP), a wholly-owned component unit of the Authority, was designated as the developer of the property.

City of Las Vegas – Senator Apartments I: On February 15, 2006, the Affordable Housing Program, Inc. (the Corporation) entered into a loan agreement with the City of Las Vegas for \$1,670,000, \$168,295 in HOME funds and \$1,501,705 in low income housing tax funds (LIHTF) to be used for the construction of the Senator Richard Bryan Apartments I. The Corporation then lent the funds to the Senator Richard Bryan Limited Partnership. The loans accrue interest at 4.8% and no payments of principal will be due on or before February 15, 2036 so long as the property is maintained as low-income and is in compliance with the HOME/Low Income Housing Tax Credit program. HOME funds are recapturable upon sale or transfer of title of the property during the 20-year HOME period of affordability. The LIHTF money is recapturable upon the sale or transfer of title of the property in perpetuity.

City of Las Vegas – Senator Apartments II: On January 16, 2008, the Affordable Housing Program, Inc. (the Corporation) entered into a loan agreement with the City of Las Vegas for \$1,670,000, \$693,000 in HOME funds and \$977,000 in low income housing tax funds (LIHTF) to be used for the construction of the Senator Richard Bryan Apartments II. The Corporation then lent the funds to the Senator Richard Bryan Limited Partnership. The loans accrue interest at 4.8% and no payments of principal will be due on or before January 16, 2038 so long as the property is maintained as low-income and is in compliance with the HOME/Low Income Housing Tax Credit program. HOME funds are recapturable upon sale or transfer of title of the property during the 20-year HOME period of affordability. The LIHTF money is recapturable upon the sale or transfer of title of the property in perpetuity.

Landsman Family, LLC was formed on December 5, 2013 to rehabilitate and operate a 100-unit multifamily project known as Landsman Gardens Apartments. This project is rented to low-income tenants in a manner necessary to qualify for the Federal low-income housing tax credits. On December 5, 2013 the Housing Authority issued mortgage note receivables in order to help fund the acquisition and construction of the development. The loans accrue interest at a rate of 3.32% and no payments of principal will be due on or before April 1, 2055. The balance of these notes receivable at September 30, 2020 is \$2,976,000 and \$6,380,317.

Vera Johnson B LP was formed on January 28, 2015 to rehabilitate and operate a 112-unit multifamily project known as Vera Johnson B Manor. This project is rented to low-income tenants in a manner necessary to qualify for the Federal low-income housing tax credits. On April 1, 2015 the Housing Authority issued mortgage note receivables in order to help fund the acquisition and construction of the development. The loans accrue interest at a rate of 4.00% and 0.00% respectively with no payments of principal will be due on or before March 2, 2070. The balance of these notes receivable at September 30, 2020 is \$1,880,160 and \$0.

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
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NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020
(Continued)

NOTE E - NOTES RECEIVABLE: (Cont'd)

Biegger Estates LP was formed on May 2, 2016 to rehabilitate and operate a 119-unit multifamily project known as Biegger Estates. This project is rented to low-income tenants in a manner necessary to qualify for the Federal low-income housing tax credits. On May 2, 2016 the Housing Authority issued mortgage note receivables in order to help fund the acquisition and construction of the development. The loans accrue interest at a rate of 3.75% and 2.33% respectively with no payments of principal will be due on or before May 31, 2051. The balance of these notes receivable at September 30, 2020 is \$5,000,000 and \$390,883.

Vera Johnson A Family, LLC was formed on August 19, 2016 to rehabilitate and operate a 76-unit apartment project known as Vera Johnson A Manor. This project is rented to low-income tenants in a manner necessary to qualify for the Federal low-income housing tax credits. On March 1, 2019 the Housing Authority issued mortgage note receivables in order to help fund the acquisition and construction of the development. The loans accrue interest at a rate of 4.50% with no payments of principal will be due on or before December 31, 2072. The balance of these notes receivable at September 30, 2020 is \$2,649,083 and \$600,000.

Espinoza Terrace, LLC was formed on October 21, 2019 to rehabilitate and operate a 100-unit apartment project known as Espinoza Terrace. This project is rented to low-income tenants in a manner necessary to qualify for the Federal low-income housing tax credits. On July 1, 2020 the Housing Authority issued mortgage note receivables in order to help fund the acquisition and construction of the development. The loans accrue interest at a rate of 0.00% and 4.10% respectively with no payments of principal will be due on or before July 1, 2068. The balance of these notes receivable at September 30, 2020 is \$1,193,881 and \$6,116,696.

Rose Gardens Senior LP was formed on September 27, 2016, to rehabilitate and operate a 120-unit apartment project known as Rose Gardens Senior Apartments. This project is rented to low-income tenants in a manner necessary to qualify for the Federal low-income housing tax credits. On October 1, 2019, the Housing Authority issued mortgage note receivables in order to help fund the acquisition and construction of the development. The loans accrue interest at a rate of 1.00% and 2.55% respectively with no payments of principal will be due on or before December 31, 2052. The balance of these notes receivable at September 30, 2020 is \$5,207,648 and \$695,000.

Archie Grant Park is an ongoing RAD development project. On September 1, 2020, the Housing Authority issued mortgage note receivables to help fund the acquisition and construction of the development. The loans accrue interest at a rate of 3.05%. Payments to interest and principal are paid through cash flow as defined in the operating agreement. The balance of these note receivables at September 30, 2020 is \$6,021,000 and \$225,000, respectively.

Wardelle Street Townhouses is an ongoing RAD development project. On December 30, 2019, the Housing Authority issued mortgage note receivables to help fund the acquisition and construction of the development. The loans accrue interest at a rate of 2.65% and 1.90%, respectively. Payments to interest and principal are paid through cash flow as defined in the operating agreement. The balance of these note receivables at September 30, 2020 is \$1,720,000 and \$4,499,000, respectively.

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
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NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020
(Continued)

NOTE E - NOTES RECEIVABLE: (Cont'd)

As of September 30, 2020, the cumulative note receivable principal balances totaled \$55,349,997, with total accrued interest of \$6,963,906 and an allowance of \$6,257,033. Notes receivable consisted of the following:

Description	Interest rate	Issue date	Maturity	10/1/2019	Additions	Receipts	9/30/2020
Honolulu Street LLC							
First leasehold loan	4.68%	3/1/2006	3/1/2061	\$ 212,359	\$ -	\$ -	\$ 212,359
Second leasehold loan	4.68%	3/1/2006	3/1/2061	1,511,441	-	-	1,511,441
Third leasehold loan	1.00%	3/1/2006	3/1/2061	3,750,000	-	-	3,750,000
Fourth leasehold loan, Section 8 Reserves	1.00%	7/30/2008	8/1/2062	332,759	-	-	332,759
Fifth leasehold loan, Scat Sites Fund	4.83%	7/9/2008	1/1/2061	288,770	-	-	288,770
Federal Home Loan	1.00%	9/10/2007	9/10/2062	360,000	-	-	360,000
SRB Apartments							
Senator apartments I	4.80%	2/15/2006	2/15/2036	1,670,000	-	-	1,670,000
Senator apartments II	4.80%	1/16/2008	1/16/2038	1,670,000	-	-	1,670,000
Landsman Family LLC							
Seller's Note 1	3.32%	12/5/2013	4/1/2055	2,976,000	-	-	2,976,000
Seller's Note 2	3.32%	12/5/2013	4/1/2055	6,380,317	-	-	6,380,317
Vera Johnson B LP							
Acquisition Note	4.00%	4/1/2015	3/31/2070	1,880,160	-	-	1,880,160
Vera Johnson B LP - GAP	0.00%	4/1/2015	4/30/2070	-	-	-	-
Biegger Estates LLP							
Acquisition Note	3.75%	5/2/2016	5/31/2051	5,000,000	-	-	5,000,000
Biegger Estates LLP - GAP	2.33%	5/2/2016	5/31/2051	390,883	-	-	390,883
Vera Johnson A LP							
Acquisition Note	4.50%	3/1/2017	12/31/2072	2,649,083	-	-	2,649,083
Vera Johnson A LP - GAP	4.50%	3/1/2017	12/31/2072	600,000	-	-	600,000
Espinoza Terrace							
Bridge Promissory Note	0.00%	7/1/2018	7/1/2068	1,193,881	-	-	1,193,881
Espinoza - GAP	4.10%	7/1/2018	7/1/2068	1,966,696	-	-	1,966,696
Seller's Note 3	4.10%	7/1/2018	7/1/2068	4,150,000	-	-	4,150,000
Rose Gardens Senior LP							
Seller's Note 4	2.55%	10/1/2017	12/31/2052	695,000	-	-	695,000
Rose Garden - Third Loan	1.00%	10/1/2017	12/31/2052	5,559,535	227,471	(579,358)	5,207,648
Archie Grant Park							
Seller's Note 5	3.05%	9/1/2019	9/1/2069	6,690,000	-	(669,000)	6,021,000
Archie Grant Park - GAP	3.05%	9/1/2019	9/1/2069	225,000	-	-	225,000
Wardelle Street							
Seller's Note	2.65%	12/30/2019	12/30/2059	-	1,720,000	-	1,720,000
GAP Note	1.90%	12/30/2019	12/30/2059	-	4,499,000	-	4,499,000
Accrued interest on notes receivable				5,241,343	1,722,563	-	6,963,906
Less: allowance for accrued interest				(5,241,343)	(1,015,690)	-	(6,257,033)
Total notes receivable				\$ 50,151,884	\$ 7,153,344	\$ (1,248,358)	\$ 56,056,870

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
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NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020
(Continued)

NOTE F - OTHER NONCURRENT ASSETS:

Primary Government

The Authority advanced funds to Landsman Family LLC, a Nevada Limited Liability Company, to pay for construction costs. The outstanding balance does not bear any interest and is payable out of available cash flow. The amount due as of September 30, 2020 was \$5,417.

On September 24, 2015 Landsman Family, LLC entered into a Developer Agreement with Affordable Housing Program, Inc. (AHP), an affiliate of the Authority. Pursuant to the Agreement, AHP will earn a total development fee of \$2,350,000 for services relating to the development of the Project. The developer fee does not accrue interest and shall be payable out of available cash flow. The amount due as of September 30, 2020 was \$895,267.

On September 1, 2019, Archie Grant Park, LLC entered into a Developer Agreement with Affordable Housing Program, Inc. (AHP), an affiliate of the Authority. Pursuant to the Agreement, AHP will earn a total development fee of \$330,000 for services relating to the development of the Project. The developer fee does not accrue interest and shall be payable out of available cash flow. The amount due as of September 30, 2020 was \$236,717.

The Housing Authority is the Administrative General Partner for Ernie Cragin Limited Partnership. Pursuant to the Partnership Agreement the administrative general partner is entitled to an annual incentive management fee. At September 30, 2020 \$18,359 has been accrued.

Component Units – Discretely Presented

Prepaid Ground Lease includes \$1,360,000 from Landsman Family, LLC for the period of December 5, 2013 to December 4, 2112 and is amortized over the 99-year lease period, in an annual amount of \$13,737. The balance at December 31, 2019 was \$1,277,577. Additionally, there is a \$2,100,000 Ground Lease from Biegger Estates, LLC for the period of May 2, 2016 to May 31, 2115 and is amortized over the 99-year lease period, in an annual amount of \$21,212. The balance at December 31, 2019 was \$2,022,340. On July 1, 2018, a \$975,000 Ground Lease from Espinoza Terrace, LLC for the period of July 1, 2018 to July 31, 2117 was issued and is amortized over the 99-year lease period in the annual amount of \$9,828. The balance at December 31, 2019 was \$960,258.

As of September 30, 2020, other noncurrent assets consisted of the following:

	Primary <u>Government</u>	Component <u>Units</u>
Construction advances - Landsman	\$ 5,417	\$ -
Developer Fee - Landsman Family	895,267	-
Developer Fee - Rose Gardens	145,365	-
Developer Fee - Archie Grant Estates	236,717	-
Developer Fee - Yale Keys	73,000	-
Administrative Fee - Cragin	18,359	-
Prepaid Land Lease - Biegger	-	2,022,340
Prepaid Land Lease - Landsman	-	1,277,577
Prepaid Land Lease - Espinoza	-	960,258
Intangible assets, net accumulated amortization	-	506,126
	<u>\$ 1,374,125</u>	<u>\$ 4,766,301</u>

During the fiscal year, the Authority transferred \$669,200 to Archie Grant, LLC as an equity contribution which will be applied to acquisition costs and is currently being held as Investment in Joint Ventures.

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NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020
(Continued)

NOTE G - CAPITAL ASSETS:

Changes in capital assets of the primary government consisted of the following as of September 30, 2020:

	Balance at 9/30/2019	Additions/ Increases	Transfers/ Retirements	Dispositions/ Decreases	Balance at 9/30/2020
Enterprise Activities					
Capital assets not being depreciated:					
Land	\$ 21,111,434	\$ -	\$ -	\$ (125,649)	\$ 20,985,785
Construction in progress	-	-	-	-	-
Total capital assets not being depreciated	21,111,434	-	-	(125,649)	20,985,785
Buildings & improvements	211,754,330	767,922	-	(326,021)	212,196,231
Infrastructure	4,095,181	-	-	-	4,095,181
Furniture & equipment	4,202,010	179,540	-	(105,421)	4,276,129
Total capital assets being depreciated	220,051,521	947,462	-	(431,442)	220,567,541
Buildings & improvements	(147,023,983)	(6,062,716)	-	195,791	(152,890,908)
Furniture & equipment	(2,502,589)	(370,600)	-	97,450	(2,775,739)
Total accumulated depreciation	(149,526,572)	(6,433,316)	-	293,241	(155,666,647)
Net Book Value	\$ 91,636,383				\$ 85,886,679

Changes in capital assets of the discretely presented component units consisted of the following as of December 31, 2019:

	Balance at 12/31/2018	Additions/ Increases	Retirements/ Transfers	Dispositions/ Transfers	Balance at 12/31/2019
Capital assets not being depreciated:					
Land	\$ 1,564,853	\$ 594,593	\$ -	\$ -	\$ 2,159,446
Construction in progress	-	2,801,027	-	-	2,801,027
Total capital assets not being depreciated	1,564,853	3,395,620	-	-	4,960,473
Buildings & improvements	95,554,320	8,998,306	-	-	104,552,626
Infrastructure	9,793,840	5,739,565	-	-	15,533,405
Furniture & equipment	5,310,047	1,679,545	-	(27,753)	6,961,839
Total capital assets being depreciated	110,658,207	16,417,416	-	(27,753)	127,047,870
Total accumulated depreciation	(16,526,129)	(3,708,437)	-	27,753	(20,206,813)
Total capital assets being depreciated	94,132,078				106,841,057
Capital assets, net	\$ 95,696,931				\$ 111,801,530

NOTE H - ACCOUNTS PAYABLE:

Accounts payable at September 30, 2020, consisted of the following:

	Primary Government	Component Units
Vendors and contractors payable	\$ 2,290,741	\$ 326,014
Accounts payable - HUD	35,720	-
PILOT	254,901	-
Tenant security deposits	905,232	246,428
	\$ 3,486,594	\$ 572,442

Note: The above payables balance excludes \$7,701,414 of interfund payables that have been eliminated as a result of financial statement consolidation.

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NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020
(Continued)

NOTE I - ACCRUED LIABILITIES & OTHER CURRENT LIABILITIES:

Other current liabilities consisted of the following as of September 30, 2020:

	Primary Government	Component Units
Accrued wages & fringes	\$ 787,962	\$ -
Accrued compensated absences - current portion	40,474	-
Other accrued liabilities	-	3,617,217
Noncurrent debt - current portion	331,397	179,936
Unearned revenue - CARES Act	1,232,874	-
Unearned revenue - other	312,774	62,815
Other current liabilities	<u>179,567</u>	<u>187,857</u>
	<u>\$ 2,885,048</u>	<u>\$ 4,047,825</u>

NOTE J - OTHER NONCURRENT LIABILITIES:

Other noncurrent liabilities – other consisted of the following as of September 30, 2020:

	Primary Government	Component Units
FSS Escrow Liability	\$ 1,260,896	\$ -
Developer fee payable	-	3,738,664
Accrued compensated absences - noncurrent	1,951,310	-
Accrued pension & OPEB liability	<u>28,212,202</u>	<u>-</u>
	<u>\$ 31,424,408</u>	<u>\$ 3,738,664</u>

The following is a summary of the primary government activity for the year:

	Balance at September 30, 2019	Increases	Decreases	Balance at September 30, 2020	Current Portion
FSS Escrow Liability	\$ 1,325,181	\$ 495,861	\$ (560,146)	\$ 1,260,896	\$ -
Compensated absences	1,814,866	685,027	(508,109)	1,991,784	40,474
Net pension liability	<u>28,116,022</u>	<u>96,180</u>	<u>-</u>	<u>28,212,202</u>	<u>-</u>
	<u>\$ 31,256,069</u>	<u>\$ 1,277,068</u>	<u>\$ (1,068,255)</u>	<u>\$ 31,464,882</u>	<u>\$ 40,474</u>

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
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NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020
(Continued)

NOTE K - LONG-TERM DEBT - Primary Government:

A summary of changes of the primary government's long-term debt for the year ended September 30, 2020, is presented below.

	Balance 9/30/2019	Adjustments	Payments/ Decreases	Balance 9/30/2020	Current Portion
Mortgage Note Payable - Wells Fargo	\$ 1,275,788	\$ -	\$ (223,350)	\$ 1,052,438	\$ 233,460
Operating Note - Wells Fargo	781,647	-	(77,761)	703,886	82,800
City of Las Vegas - Senator Apts I	1,670,000	-	-	1,670,000	-
City of Las Vegas - Senator Apts II	1,670,000	-	-	1,670,000	-
Note Payable - Bank of Nevada	360,000	-	-	360,000	-
Home Rental Income Fund	194,515	-	(14,039)	180,476	15,137
Promissory Note - City National Bank	1,000,000	-	-	1,000,000	-
	<u>\$ 6,951,950</u>	<u>\$ -</u>	<u>\$ (315,150)</u>	<u>\$ 6,636,800</u>	<u>\$ 331,397</u>

Wells Fargo Bank (Business Activities- Affordable Housing Program)

On May 16, 2007, the Southern Nevada Regional Housing Authority entered into an agreement to fund two promissory notes with Wells Fargo Bank for a total of up to \$5,800,000 to refinance an existing note and provide construction funds for the expansion of Robert Gordon Plaza and Rulon Earl mobile home parks:

Note 1 - The note bears interest at a variable rate of the 30-day LIBOR rate plus 1.25% (interest rate was 6.98% at August 14, 2006 with monthly principal payments of \$2,880 commencing in May 2007 and increasing to \$10,330 upon maturity in May 2027 (monthly principal payments were \$5,640 at September 30, 2020). The note is secured by a deed of trust on Robert Gordon Plaza. Total interest expense associated with this note for the year was \$54,684. The outstanding balance at June 30, 2020 is \$703,886.

Southern Nevada Regional Housing Authority has entered into an interest rate swap agreement with an original notional amount of \$1,420,526 that limits the variable interest cash flow exposure on the loan for a period of twenty years from the date issued, with a maturity date of May 16, 2027. Under the interest rate swap agreement, Southern Nevada Housing Authority, LLC pays or receives on a monthly basis an amount based on the notional amount, \$778,406 at September 30, 2020, multiplied by the positive or negative differential from the fixed rate of 6.77%. As of September 30, 2020, the fair value of the interest rate swap obligation was \$137,556, an increase of \$4,231 during the year.

Note 2 - The note bears interest at a variable rate of the 30-day LIBOR rate plus 1.25% (interest rate was 6.98% at August 14, 2006) with monthly principal payments of \$2,880 commencing in May 2007 and increasing to \$10,330 upon maturity in May 2027 (monthly principal payments were \$17,970 at September 30, 2020). The note is secured by a deed of trust. Total interest expense associated with this note for the year was \$71,652. The outstanding balance at September 30, 2020, is \$1,052,438.

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
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NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020
(Continued)

NOTE K - LONG-TERM DEBT – Primary Government: (Cont'd)

Southern Nevada Regional Housing Authority has entered into an interest rate swap agreement with an original notional amount of \$4,200,000 that limits the variable interest cash flow exposure on the loan for a period of twenty years from the date issued, with a maturity date of February 16, 2028. Under the interest rate swap agreement, Southern Nevada Housing Authority, LLC pays or receives on a monthly basis an amount based on the notional amount, \$2,319,810 at September 30, 2020, multiplied by the positive or negative differential from the fixed rate of 5.26. As of September 30, 2020, the fair value of the interest rate swap obligation was \$429,563, an increase of \$20,244 during the year.

City of Las Vegas – Senator Apartments I: On February 15, 2006, the Affordable Housing Program, Inc. (the Corporation) entered into a loan agreement with the City of Las Vegas for \$1,670,000, \$168,295 in HOME funds and \$1,501,705 in low income housing tax funds (LIHTF) to be used for the construction of the Senator Richard Bryan Apartments I. The Corporation then lent the funds to the Senator Richard Bryan Limited Partnership. The loans bear interest at 4.8%. No payments of principal will be due on or before February 15, 2036 so long as the property is maintained as low-income and is in compliance with the HOME/Low Income Housing Tax Credit program. HOME funds are recapturable upon sale or transfer of title of the property during the 20-year HOME period of affordability. The LIHTF money is recapturable upon the sale or transfer of title of the property in perpetuity.

City of Las Vegas – Senator Apartments II: On January 16, 2008, the Affordable Housing Program, Inc. (the Corporation) entered into a loan agreement with the City of Las Vegas for \$1,670,000, \$693,000 in HOME funds and \$977,000 in low-income housing tax funds (LIHTF) to be used for the construction of the Senator Richard Bryan Apartments II. The Corporation then lent the funds to the Senator Richard Bryan Limited Partnership. The loans bear interest at 4.8%. No payments of principal will be due on or before January 16, 2038, so long as the property is maintained as low-income and is in compliance with the HOME/Low Income Housing Tax Credit program. HOME funds are recapturable upon sale or transfer of title of the property during the 20-year HOME period of affordability. The LIHTF money is recapturable upon the sale or transfer of title of the property in perpetuity.

Note Payable – Bank of Nevada: On September 10, 2007, the Affordable Housing Program, Inc. (the Corporation) entered into a loan agreement with the Bank of Nevada (formally the Federal Home Loan Bank of San Francisco) for \$360,000 to be used for construction. The Corporation then lent the funds to the Honolulu Street Housing LLC. The loan bears interest at a rate of 1.0% per annum and is due upon maturity. The loan is scheduled to mature on September 10, 2062.

Home Rental Income Fund: The promissory notes payable of \$335,000 was issued on April 16, 1999, with Citibank and requires monthly payments of \$2,353.85, which includes both principal and interest. The loan bears interest at 7.55% and matures on June 1, 2029. The remaining balance at September 30, 2020 is \$180,476.

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
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NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020
(Continued)

NOTE K - LONG-TERM DEBT – Primary Government: (Cont’d)

Promissory Note – City National Bank: On October 1, 2015, the Authority entered into a loan agreement with City National Bank (formally the Federal Home Loan Bank of San Francisco) for \$1,000,000 to be used for the rehabilitation of Landsman Gardens Apartments. The Authority then lent the funds to Landsman Family LLC. The loan is non-interest bearing and no payments of principal will be due on or before September 30, 2055, so long as the property is maintained as low-income and is in compliance with the Federal Home Loan Bank Affordable Housing Program. No payment shall be required on the maturity date if no default or breach has occurred and is continuing under this Note for the retention period commencing on the date of completion of the Project as determined by the FHLB in its discretion and ending fifteen (15) years after same date.

The following is a schedule of debt payment requirements to maturity:

		<u>Principal</u>		<u>Interest</u>		<u>Payment</u>
2021	\$	331,397	\$	48,890	\$	380,287
2022		350,940		42,986		393,926
2023		371,716		36,697		408,413
2024		393,611		29,998		423,609
2025		444,963		28,246		473,209
Thereafter		<u>4,744,173</u>		<u>77,677</u>		<u>4,821,850</u>
	\$	<u>6,636,800</u>	\$	<u>264,494</u>	\$	<u>6,901,294</u>

NOTE L - LONG-TERM DEBT – Discretely Presented Component Units:

Notes and mortgages payable for **Landsman Family, LLC**, consist of the following as of December 31, 2019:

	<u>Balance</u>	<u>Increases/</u>	<u>Payments/</u>	<u>Balance</u>	<u>Current</u>
	<u>12/31/2018</u>	<u>Reclassifications</u>	<u>Decreases</u>	<u>12/31/2019</u>	<u>Portion</u>
Building Loan Agreement - PNC Bank	\$ 3,750,556	\$ -	\$ (36,687)	\$ 3,713,869	\$ 41,497
HOME Loan - City of Henderson	432,540	68	-	432,608	-
SNRHA Sellers Note	2,970,313	583	-	2,970,896	-
SNRHA Note	5,364,852	-	-	5,364,852	-
AHP Note	997,221	235	-	997,456	-
	<u>\$ 13,515,482</u>	<u>\$ 886</u>	<u>\$ (36,687)</u>	13,479,681	<u>\$ 41,497</u>
Interest payable - long term				<u>1,948,864</u>	
Total notes and mortgages payable				<u>\$ 15,428,545</u>	

Building Loan Agreement – PNC Bank: The building loan agreement with Wells Fargo provides construction draws up \$3,985,000 and requires monthly payments to commence once construction is complete. The loan bears interest at 4.9% and matures on March 1, 2055. The loan is secured by a first deed of trust on the property referred to as Landsman Garden Apartments.

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NOTES TO FINANCIAL STATEMENTS
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(Continued)

NOTE L - LONG-TERM DEBT - Discretely Presented Component Units: (Cont'd)

Southern Nevada Regional Housing Authority Seller Note: The loan for \$2,976,000 bears interest at 3.32% and matures on April 1, 2055. The loan is secured by an acquisition deed of trust on the property referred to as Landsman Garden Apartments. The Seller Note is due and payable from Surplus Cash.

Southern Nevada Regional Housing Authority Note: The loan provides up to \$6,715,317 and bears interest at 3.32%. The loan matures on April 1, 2055. The loan is secured by a deed of trust on the property referred to as Landsman Garden Apartments. The Seller Note is due and payable from Surplus Cash. As of December 31, 2019, the outstanding loan balance was \$5,364,852.

Southern Nevada Regional Housing Authority AHP Note: The loan for \$1,000,000 bears no interest and matures on September 30, 2055. The loan is secured by an acquisition deed of trust on the property referred to as Landsman Garden Apartments. The Seller Note is due and payable from Surplus Cash.

Notes and mortgages payable for *Vera Johnson B, LP*, consist of the following as of December 31, 2019:

	Balance 12/31/2018	Increases/ Reclassifications	Payments/ Decreases	Balance 12/31/2019	Current Portion
Mortgage payable, net	\$ 2,011,743	\$ -	\$ (26,933)	\$ 1,984,810	\$ 36,267
SNRHA acquisition note	1,880,160	-	-	1,880,160	-
Nevada HAND, Inc.	1,000,000	-	-	1,000,000	-
	<u>\$ 4,891,903</u>	<u>\$ -</u>	<u>\$ (26,933)</u>	4,864,970	<u>\$ 36,267</u>
Interest payable - long term				<u>389,631</u>	
Total notes and mortgages payable				<u>\$ 5,254,601</u>	

Mortgage Payable: Pursuant to the Amended and Restated Loan Agreement dated November 23, 2016, JPMorgan Chase Bank, N.A. agreed to convert a portion of the construction loan into a permanent loan in the amount of \$2,200,000. The loan bears an interest rate at 5.14% annually. Interest and principal payments of \$12,100 are due monthly. Pursuant to the loan agreement, the loan is secured by the Deed of Trust. The loan shall mature on November 21, 2034. As of December 31, 2019, the balance outstanding was \$1,984,810.

Note Payable - SNVRHA authority acquisition note: Pursuant to the Authority Acquisition Note dated April 1, 2015, Southern Nevada Regional Housing Authority loaned \$3,700,000 to the Partnership. The loan accrues and compounds annually at four percent interest. Pursuant to the Authority Loan Omnibus Amendment dated November 22, 2016, the interest rate was amended to seven percent. Annual interest and principal payments will be made from available cash flow. Any remaining unpaid principal and interest shall be due and payable in full on March 31, 2070. As of December 31, 2019, the balance outstanding was \$1,880,160. As of December 31, 2019, the accrued interest was \$238,511.

Note payable - Nevada HAND, Inc.: During 2015, Nevada HAND, Inc., received funds from the City of Las Vegas (the "City") in the amount of \$1,000,000. Pursuant to the Promissory Note for HOME Funds dated April 1, 2015, Nevada HAND, Inc. loaned \$1,000,000 of HOME funds to the Partnership. The note is secured by the deed of trust of the Project. The loan bears compounding interest at 4%. The maturity date of the loan shall December 31, 2071. Payments of principal and interest will be made from available cash flow. As of December 31, 2019, the balance outstanding was \$1,000,000. As of December 31, 2019, accrued interest was \$151,120.

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
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NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020
(Continued)

NOTE L - LONG-TERM DEBT - Discretely Presented Component Units: (Cont'd)

Notes and mortgages payable for *Biegger Estates, LLC*, consist of the following as of December 31, 2019:

	Balance 12/31/2018	Increases/ Reclassifications	Payments/ Decreases	Balance 12/31/2019	Current Portion
Chase Loan, net	\$ 2,232,233	\$ -	\$ (32,394)	\$ 2,199,839	\$ 33,822
SNRHA gap note	390,833	50	-	390,883	-
SNRHA seller note	4,976,711	719	-	4,977,430	-
	<u>\$ 7,599,777</u>	<u>\$ 769</u>	<u>\$ (32,394)</u>	7,568,152	<u>\$ 33,822</u>
Interest payable - long term				778,026	
Total notes and mortgages payable				<u>\$ 8,346,178</u>	

Notes payable - Chase: On May 2, 2016, the Company entered into a fixed rate note in the amount of \$2,250,000 (the "Fixed Rate Loan") and a variable rate note in the amount of \$10,400,000 (the "Variable Rate Loan") (collectively, the "Chase Loan") with JPMorgan Chase Bank, N.A. ("Chase"). The Chase Loan is secured by a deed of trust on the Project and the balance as of December 31, 2019 was \$2,199,839.

Notes payable - SNVRHA gap note: On May 2, 2016, the Company entered into a loan agreement with the Southern Nevada Regional Housing Authority ("SNVRHA"), an affiliate of the Managing Member, in the amount of \$700,000 (the "Gap Note"). The Gap Note bears interest at a rate of 2.33% per annum, compounded annually. The Gap Note is secured by a deed of trust on the Project and matures on May 31, 2051. Commencing on May 2, 2016, annual payments of interest shall be payable only to the extent available from cash flow, as defined in the Operating Agreement. For the Period, interest expense was \$16,192. As of December 31, 2019, the accrued interest was \$54,188 and the balance of the note was \$390,883.

Notes payable - SNVRHA seller note: On May 2, 2016, the Company entered into a loan agreement with SNVRHA in the amount of \$5,000,000 (the "Seller Note"). The Seller Note bears interest at a rate of 3.75% per annum, compounded annually. The Seller Note is secured by a deed of trust on the Project and matures on May 31, 2051. Commencing on May 2, 2016, annual payments of interest shall be payable only to the extent available from cash flow, as defined in the Operating Agreement. For the Period, interest expense was \$199,408. As of December 31, 2019, the accrued interest was \$723,838 and the balance of the note was \$4,977,480.

Notes and mortgages payable for *Vera Johnson A Family, LLC*, consist of the following as of December 31, 2019:

	Balance 12/31/2018	Increases/ Reclassifications	Payments/ Decreases	Balance 12/31/2019	Current Portion
JPMC Note	\$ 5,898,487	\$ -	\$ (5,898,487)	\$ -	\$ -
SNRHA Loans	3,218,335	568	-	3,218,903	-
	<u>\$ 9,116,822</u>	<u>\$ 568</u>	<u>\$ (5,898,487)</u>	3,218,903	<u>\$ -</u>
Interest payable - long term				423,241	
Total notes and mortgages payable				<u>\$ 3,642,144</u>	

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NOTES TO FINANCIAL STATEMENTS
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(Continued)

NOTE L - LONG-TERM DEBT - Discretely Presented Component Units: (Cont'd)

Notes payable - JPMC: On March 27, 2019, the Company obtained a construction loan from JPMorgan Chase Bank, N.A. ("JPMC") in the amount of \$6,266,274 (the "Construction Loan"). This loan bears interest at prime minus 1.15% per annum and matures on September 27, 2020. The loan is secured by a deed of trust on the Project. During the period, the loan was satisfied, and the balance is zero.

Notes payable - SNRHA Loans: On March 1, 2019, the Company entered into a loan agreement with SNRHA in the amount of \$600,000 (the "Gap Note") which bears interest at 4.5% per annum, compounded annually. The Company also entered into a second loan agreement with SNRHA in the amount of \$2,649,083 (the "Acquisition Note") which bears interest at 4.5% per annum, compounded annually. The Gap Note and Acquisition Note (collectively, the "SNRHA Loans") are secured by a deed of trust on the Project and mature on December 31, 2071. For the period, interest expense on the SNRHA Loans was \$152,130. As of December 31, 2019, the balance was \$3,218,903 and accrued interest was \$423,241.

Notes and mortgages payable for **Honolulu Street Family Housing, LLC**, consist of the following as of December 31, 2019:

	Balance 12/31/2018	Increases/ Reclassifications	Payments/ Decreases	Balance 12/31/2019	Current Portion
SNRHA loan - 1	\$ 212,359	\$ -	\$ -	\$ 212,359	\$ -
SNRHA loan - 2	1,511,441	-	-	1,511,441	-
SNRHA loan - 3	3,712,211	900	-	3,713,111	-
SNRHA loan - 4	332,759	-	-	332,759	-
SNRHA loan - 5	288,770	-	-	288,770	-
AHP Note	360,000	-	-	360,000	-
	<u>\$ 6,417,540</u>	<u>\$ 900</u>	<u>\$ -</u>	6,418,440	<u>\$ -</u>
Interest payable - long term				<u>1,870,621</u>	
Total notes and mortgages payable				<u>\$ 8,289,061</u>	

SNRHA Loan 1 – On March 1, 2006, the company entered into the first leasehold loan agreement with the Housing Authority of the City of Las Vegas, an affiliate of the managing member, in the maximum amount of \$212,359. The loan bears simple interest at the long-term applicable federal rate. Principal and interest payments are payable out of available cash flows, as defined in the operating agreement. Principal and interest accrued are payable on March 1, 2061. For the Year Ended December 31, 2019, interest expense was \$9,939. As of December 31, 2019, the principal balance was \$212,359 and the accrued interest was \$137,484.

SNRHA Loan 2 – On March 1, 2006, the company entered into the second leasehold loan agreement with the Housing Authority of the City of Las Vegas, an affiliate of the managing member, in the maximum amount of \$1,511,441. The loan bears simple interest at the long-term applicable federal rate. Principal and interest payments are payable out of available cash flows, as defined in the operating agreement. For the Year Ended December 31, 2019, interest expense was \$70,735. As of December 31, 2019, the principal balance was \$1,511,441 and the accrued interest was \$978,503.

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020
(Continued)

NOTE L - LONG-TERM DEBT - Discretely Presented Component Units: (Cont'd)

SNRHA Loan 3 – On March 1, 2006, the company entered into the third leasehold loan agreement with the Housing Authority of the City of Las Vegas, an affiliate of the managing member, in the maximum amount of \$3,750,000. The loan bears simple interest at the long-term applicable federal rate. Principal and interest payments are payable out of available cash flows, as defined in the operating agreement. For the Year Ended December 31, 2019, interest expense was \$37,500. As of December 31, 2019, the principal balance was \$3,713,111 and the accrued interest was \$518,752.

SNRHA Loan 4 – On March 1, 2006, the company entered into the fourth leasehold loan agreement with the Housing Authority of the City of Las Vegas, an affiliate of the managing member, in the maximum amount of \$490,159. The loan bears simple interest at the long-term applicable federal rate. Principal and interest payments are payable out of available cash flows, as defined in the operating agreement. For the Year Ended December 31, 2019, interest expense was \$3,328. As of December 31, 2019, the principal balance was \$332,759 and the accrued interest was \$47,399.

SNRHA Loan 5 – On March 1, 2006, the company entered into the fifth leasehold loan agreement with the Housing Authority of the City of Las Vegas, an affiliate of the managing member, in the maximum amount of \$2,725,307. The loan bears simple interest at the long-term applicable federal rate. Principal and interest payments are payable out of available cash flows, as defined in the operating agreement. For the Year Ended December 31, 2019, interest expense was \$13,515. As of December 31, 2019, the principal balance was \$288,770 and the accrued interest was \$145,283.

AHP Note Payable – On March 1, 2006, the company entered into the federal home loan agreement with Affordable Housing Program, Inc., in the maximum amount of \$360,000. The loan bears simple interest at the long-term applicable federal rate. Principal and interest payments are payable out of available cash flows, as defined in the operating agreement. For the Year Ended December 31, 2019, interest expense was \$3,600. As of December 31, 2019, the principal balance was \$360,000 and the accrued interest was \$43,200.

Notes and mortgages payable for **SRB Limited Partnership** consist of the following as of December 31, 2019:

	<u>Balance</u> <u>12/31/2018</u>	<u>Increases/ Reclassifications</u>	<u>Payments/ Decreases</u>	<u>Balance</u> <u>12/31/2019</u>	<u>Current Portion</u>
SNRHA loans	\$ 3,340,000	\$ -	\$ -	\$ 3,340,000	\$ -
Limited partner loans	1,129,483	-	(24,387)	1,105,096	27,044
Note - NorthMarq	3,121,095	-	(74,515)	3,046,580	-
	<u>\$ 7,590,578</u>	<u>\$ -</u>	<u>\$ (98,902)</u>	7,491,676	<u>\$ 27,044</u>
Interest payable - long term				<u>1,012,890</u>	
Total notes and mortgages payable				<u>\$ 8,504,566</u>	

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020
(Continued)

NOTE L - LONG-TERM DEBT - Discretely Presented Component Units: (Cont'd)

SNRHA Loans – On March 9, 2007, the Partnership entered into promissory note agreements with Affordable Housing Program, Inc., (AHP), an affiliate of the General Partner, for Phase I of the Project. AHP was awarded HOME investment Partnership Program Funds (HOME) and Low-Income Housing Tax Funds (LIHTF) in the amounts of \$168,295 and \$1,501,705, respectively. The notes bear interest at the Applicable Federal Rate, fixed at 4.8% at the time of the agreement. The notes are secured by the All-Inclusive Leasehold Deed of Trust. Principal will become due at the time of a transfer of interest in the property or failure to maintain the affordability requirements mandated by HOME and LIHTF agreements before the end of the tax credit compliance period. If neither of these events occur principal is forgiven. As of December 31, 2019, the total principal balance was \$1,670,000 and accrued interest was \$1,006,861. Interest expense for each year was \$80,160.

On January 18, 2019, the Partnership entered into additional note agreements with AHP. AHP was awarded additional HOME and LIHTF in the amounts of \$693,000 and \$977,000, respectively, for Phase II of the Project. The notes bear no interest and are secured by the All-Inclusive Deed of trust. Principal will become due at the time of a transfer of interest in the property or failure to maintain the affordability requirements mandated by HOME and LIHTF agreements before the end of the tax credit compliance period. If neither of these events occur principal is forgiven. As of December 31, 2019, the principal balance was \$1,670,000.

Limited Partner Note – On December 7, 2007, the Partnership entered into a loan agreement with the Limited Partner for construction of Phase II in the amount of \$6,500,000 during the construction period, converting to \$1,300,000 for the permanent period. The loan bears interest at the 30-day LIBOR rate, plus 2.1% per annum, during the construction period and a fixed rate of 6.5% during the permanent period. On May 31, 2010, \$5,200,000 of the loan converted to equity and the permanent period began. Beginning on June 1, 2010, monthly payments of principal and interest in the amount of \$8,217 are required through maturity. The note matures on January 1, 2026, at which time a lump sum payment of any outstanding principal and interest shall be required. As of December 31, 2019, the accrued interest was \$6,167. The principal balance as of December 31, 2019, was \$1,105,096 and interest expense was \$73,118.

NorthMarq Note – On June 13, 2007, the Partnerships construction financing for Phase I of the Project from SA Affordable Housing, LLC, an affiliate of the Limited Partner, converted to permanent financing in the amount of \$3,700,000 and all loan servicing duties were transferred to NorthMarq Capital, Inc. The note is secured by the Project and bears interest at 7.289% per annum. Interest only payments were required for the first 2 years. Beginning April 1, 2008, the Partnership is obligated to make monthly payments based on a 16-year amortization schedule. The note matures March 1, 2024, at which point a lump sum payment of all outstanding balances are due. As of December 31, 2019, accrued interest was \$18,612. As of December 31, 2019, the principal balance was \$3,046,580 and interest expense was \$225,967.

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020
(Continued)

NOTE L - LONG-TERM DEBT - Discretely Presented Component Units: (Cont'd)

Notes and mortgages payable for **Rose Gardens Senior LP** consist of the following as of December 31, 2019:

	Balance 12/31/2018	Increases/ Reclassifications	Payments/ Decreases	Balance 12/31/2019	Current Portion
Construction loans	\$ 12,651,507	\$ -	\$(12,651,507)	\$ -	\$ -
Permanent bond payable	-	3,797,000	(153,007)	3,643,993	41,306
SNRHA loan - 1	695,000	-	-	695,000	-
SNRHA loan -2	5,787,006	-	(456,138)	5,330,868	-
NHD	-	1,500,000	-	1,500,000	-
AHP Note	1,440,000	1,000	-	1,441,000	-
	<u>\$ 20,573,513</u>	<u>\$ 5,298,000</u>	<u>\$(13,260,652)</u>	12,610,861	<u>\$ 41,306</u>
Interest payable - long term				<u>122,876</u>	
Total notes and mortgages payable				<u>\$ 12,733,737</u>	

Construction Loan – On October 1, 2017 the Partnership entered into a construction funding agreement with Citibank, N.A., to obtain construction funding for a principal amount up to \$13,000,000. The loan is secured by the Project and bears a variable interest rate equal to LIBOR rate plus a 1.85% margin. As of December 31, 2019 the interest rate was 4.2%. The construction loan is expected to convert to the permanent phase May 1, 2020. The permanent loan will have a principal amount of \$3,797,000. The permanent loan will have an interest rate of 4.97% and is expected to mature November 1, 2050. Pursuant to the Multifamily Note dated October 12, 2017 there is a mandatory prepayment on November 1, 2035. As of December 31, 2019 the construction loan was paid and the permanent loan was completed.

Permanent Bond Payable – On November 15, 2019, the construction loan converted to a permanent loan in the amount of \$3,797,000. The loan is secured by the deed of trust on the Project. The permanent loan has a fixed interest rate of 4.97% and shall mature on November 1, 2035. Monthly principal and interest payments of \$19,090 are required starting on January 1, 2020. As of December 31, 2019, the outstanding balance was \$3,643,993, with accrued interest of \$15,726.

SNRHA Loans – Southern Nevada Regional Housing Authority, an affiliate of the General Partner, loaned \$695,000 to the Partnership. The loan accrues and compounds interest at a rate of 2.55% per annum and is payable from cash flow as defined in the Partnership Agreement. The loan is expected to mature December 31, 2052. As of December 31, 2019 the outstanding balance of the loan was \$695,000 with accrued interest of \$39,993.

Southern Nevada Regional Housing Authority loaned an additional \$5,787,006 to the Partnership. The loan accrues and compounds annually at 1% interest. The loan is due and payable from cash flow as defined in the Partnership Agreement. The expected maturity date is December 31, 2052. As of December 31, 2019, the balance outstanding was \$5,330,868 with accrued interest of \$6,718.

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NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020
(Continued)

NOTE L - LONG-TERM DEBT - Discretely Presented Component Units: (Cont'd)

Note Payable – Nevada Housing Division – Pursuant to the Promissory Note dated October 11, 2017, Nevada Housing Division loaned \$1,500,000 to the Partnership. The loan accrues annually at 3% interest. The loan is due and payable from available cash flow. Any remaining unpaid principal and interest shall be due and payable upon maturity on June 1, 2047. As of December 31, 2019, the balance outstanding was \$1,500,000 with accrued interest of \$5,625.

AHP Loan – During 2017 the Partnership received funding from Affordable Housing Program in the total sum of \$1,500,000. This \$1,500,000 consists of \$1,000,000 which is expected to mature December 31, 2052 and \$500,000 which is expected to mature 35 years after the date of the completion report as defined in the Partnership Agreement. The total funding bears 3% per annum and is secured by the All-Inclusive Deed of Trust. As of December 31, 2019 the balance outstanding was \$1,441,000 with accrued interest of \$76,165.

Notes and mortgages payable for **Espinoza Terrace, LLC** consist of the following as of December 31, 2019:

	Balance 12/31/2018	Increases/ Reclassifications	Payments/ Decreases	Balance 12/31/2019	Current Portion
Construction loans	\$ -	\$ 6,724,218	\$ (162,855)	\$ 6,561,363	\$ -
HOME	-	750,000	-	750,000	-
AHP Note	-	1,000,000	-	1,000,000	-
LHTF	-	1,000,000	-	1,000,000	-
SNRHA loans	-	7,310,577	(19,513)	7,291,064	-
	<u>\$ -</u>	<u>\$ 16,784,795</u>	<u>\$ (182,368)</u>	16,602,427	<u>\$ -</u>
Interest payable - long term				502,956	
Total notes and mortgages payable				<u>\$ 17,105,383</u>	

Construction Loan – On July 20, 2018, the Company obtained a construction loan for JP Morgan Chase Bank, N.A. in the amount of \$10,000,000. The Construction loan bears interest at a rate of 2.5% plus the applicable adjusted LIBOR rate per annum. Interest payments are due on the 10th date of each month. The Construction Loan is secured by a deed of trust on the Project and matures on January 18, 2021. During the period, interest expense was \$64,417, of which \$5,139 was capitalized to fixed assets. As of December 31, 2019, accrued interest was \$17,388 and the balance on the loan was \$6,561,363.

HOME Loan – On July 1, 2018, the Company entered into a loan agreement with the City of Henderson in the amount of \$750,000. The loan bears interest at a rate of 3.91% per annum, compounded annually. Annual payments of principal and interest are due and payable from available cash flow. During the period, interest expense was \$44,561, of which \$8,457 was capitalized to fixed assets. As of December 31, 2019, the outstanding principal balance was \$750,000 and accrued interest was \$44,561.

AHP Note – On July 1, 2018, the Company entered into an agreement with Charles Schwab Bank in the amount of \$1,000,000 from funds provided by the Federal Home Loan Bank of San Francisco pursuant to the regulations governing the Affordable Housing Program (AHP). The AHP Loan is secured by a deed of trust on the Project and bears interest at a rate of 4.4% per annum. The AHP Loan will not be amortized and payment of principal balance and any accrued interest will be due and payable in full on June 30, 2068. As of December 31, 2019, the outstanding principal balance was \$1,000,000.

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
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NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020
(Continued)

NOTE L - LONG-TERM DEBT - Discretely Presented Component Units: (Cont'd)

LIHTF – On July 1, 2018, the Company entered into an agreement with Affordable Housing Program, Inc., an affiliate of the Management Member, in the amount of \$1,000,000. The loan is secured by a deed of trust on the Project and bears interest at a rate of 3.9% per annum, compounded annually. Payment of the principal balance of and any accrued interest will be due and payable in full on July 1, 2068. During the period, interest expense was \$59,318, of which \$11,274 was capitalized to fixed assets. As of December 31, 2019, the outstanding principal balance was \$1,000,000 and accrued interest was \$59,318.

SNRHA Loans – On July 1, 2018, the Company entered into a loan agreement with the Southern Nevada Regional Housing Authority (SNRHA), an affiliate of the Managing Member, in the amount of \$1,966,696 (GAP Note), \$4,150,000 (Seller Note) and \$1,193,881 (Bridge Loan), collectively the “SNRHA Loans”. The GAP Note and Seller Note bear interest at 4.10% per annum, compounded annually and the Bridge Loan bears no interest. These loans are secured by a deed of trust on the Project and mature on July 1, 2068. Annual principal and interest payments on the SNRHA Loans shall be payable only to the extent available from cash flow. For the period, interest expense on the loans was \$381,689, of which \$18,113 was capitalized to fixed assets. As of December 31, 2019, the outstanding balance of the loans was \$7,291,064, and accrued interest was \$381,689.

NOTE M - OTHER NONCURRENT LIABILITIES - Discretely Presented Component Units:

Landsman Family, LLC - Developer Fee: On September 24, 2015 Landsman Family, LLC entered into a Developer Agreement with Affordable Housing Program, Inc. (AHP), an affiliate of the Authority. Pursuant to the Agreement, AHP will earn a total development fee of \$2,350,000 for services relating to the development of the Project. The developer fee does not accrue interest and shall be payable out of available cash flow. As of December 31, 2019, the outstanding developer fee of \$1,706,041 remained payable.

Vera Johnson A Family, LLC - Developer Fee: Pursuant to the Operating Agreement, the Company shall pay SNRHA and Affordable Housing Program, Inc. (“AHP”), affiliates of the Managing Member, a development fee in the amount of \$845,000. The development fee shall be paid 75% to NRHA and 25% to AHP for their development services rendered in connection with the construction of the Project. As of December 31, 2019, a developer fee of \$418,503 remained payable.

Rose Gardens Senior, LP - Developer Fee: Pursuant to the Development Services Agreement dated October 11, 2017, Nevada HAND, Inc., an affiliate of the General Partner and Affordable Housing Program, Inc. (AHP), an affiliate of the Authority. Pursuant to the Agreement, AHP will earn a total development fee of \$2,200,000 for services relating to the development of the Project. The developer fee does not accrue interest and shall be payable from capital contributions according to the schedule provided in the Partnership Agreement, and the remainder is to be paid out of available cash flow. For the year ended December 31, 2019, a developer fee of \$150,000 remained payable.

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
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NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020
(Continued)

NOTE M - OTHER NONCURRENT LIABILITIES - Discretely Presented Component Units: (Cont'd)

Espinoza Terrace, LLC - Developer Fee: Pursuant to the Development Services Agreement dated July 1, 2018, the Company agreed to pay Affordable Housing Program, Inc. (AHP), an affiliate of the Authority a total development fee of \$1,300,000 for services relating to the development of the Project. The developer fee will be paid from capital contributions and any unpaid portion after 4th equity installment shall be paid from available cash flow. And deferred development fee after the 4th equity installment will accrue interest at a rate of 6% per annum, compounded annually. As of December 31, 2019, a developer fee of \$1,108,648 remained payable.

Additionally, during the period, SNRHA advanced funds to Espinoza Terrace, LLC for construction costs. The outstanding balances is unsecured, does not bear interest, and is payable out of available cash flow. As of December 31, 2019, the amount payable to SNRHA was \$112,649.

NOTE N - RESTRICTIONS AND DESIGNATION ON NET POSITION:

The Authority has cash and cash equivalents restricted by grantors and lending agencies for specified programs. These funds are temporarily restricted until used for the program purpose for the time required by the grant or the program purpose as specified by the lender. The designation and restrictions on Net Position was for the following purposes at September 30, 2020:

	Primary Government	Component Units	Total
Modernization	\$ 4,311,125	\$ -	\$ 4,311,125
Mainstream Voucher Equity	133,324	-	133,324
Other reserves	-	3,021,092	3,021,092
Replacement reserves	-	1,577,559	1,577,559
Insurance/MIP escrows	-	147,643	147,643
	\$ 4,444,449	\$ 4,746,294	\$ 9,190,743

NOTE O - RISK MANAGEMENT:

The Housing Board is exposed to various risks of losses related to torts; theft or, damage to, and destruction of assets; error and omissions; injuries to employees; and natural disasters. Claims liabilities are reported when it is probable that a loss has occurred, and the amount of that loss can be reasonably estimated. There were no claims more than commercial coverage during the previous three years. These losses include an estimate of claims that have been incurred but not reported. On September 30, 2020, there were no liabilities to be reported.

NOTE P - OPERATING LEASE:

The Authority entered into a lease agreement on March 14, 2003, with the Resources for Community Development (RCD) to lease land to RCD until March 14, 2078. Total rental income under the lease agreement is \$1 per year for the entire term of the loan.

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NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020
(Continued)

NOTE Q - DEFERRED INFLOW:

The Deferred Inflow as of September 30, 2020, consists of the following items:

Landsman Family, LLC - Ground Lease - Note F	\$	1,277,577
Biegger Estates, LLC - Ground Lease - Note F		2,022,340
Wells Fargo - Interest Swap Agreement - Note K		429,563
Wells Fargo - Interest Swap Agreement - Note K		137,556
Accrued pension obligation - Note R		<u>5,002,376</u>
	\$	<u><u>8,869,412</u></u>

NOTE R - EMPLOYEES RETIREMENT PLAN:

Plan Description

The Authority contributes to the State of Nevada Public Employees Retirement System (the System), a multi-employer, cost sharing defined benefit plan. The System was established in 1948 by the legislature and is governed by the Public Employees' Retirement Board, whose seven members are appointed by the Governor. The System is administered to provide a reasonable base income to qualified employees who have been employed by a public employer and whose earnings capacities have been removed or substantially impaired by age or disability.

Benefits Provided

Benefits, as required by the Nevada Revised Statutes (NRS or statute), are determined by the number of years of accredited service at time of retirement and the member's highest average compensation in any 36 consecutive months with special provisions for members entering the System on or after January 1, 2010. Benefit payments to which participants or their beneficiaries may be entitled under the plan include pension benefits, disability benefits, and survivor benefits.

Monthly benefit allowances for members are computed as 2.5% of average compensation for each accredited year of service prior to July 1, 2001. For service earned on and after July 1, 2001, this multiplier is 2.67% of average compensation. For members entering the System on or after January 1, 2010, there is a 2.5% multiplier. The System offers several alternatives to the unmodified service retirement allowance which, in general, allow the retired employee to accept a reduced service retirement allowance payable monthly during his or her lifetime and various optional monthly payments to a named beneficiary after his or her death. Post-retirement increases are provided by authority of NRS 286.575-.579.

Contributions

The Authority, for establishing and amending the obligation to make contributions and member contribution rates, is set by statute. New hires, in agencies which did not elect the Employer-Pay Contribution (EPC) plan prior to July 1, 1983, have the option of selecting one of two contribution plans. Contributions are shared equally by employer and employee. Employees can take a reduced salary and have contributions made by the employer (EPC) or can make contributions by a payroll deduction matched by the employer.

The System's basic funding policy provides for periodic contributions at a level pattern of cost as a percentage of salary throughout an employee's working lifetime in order to accumulate sufficient assets to pay benefits when due.

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NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020
(Continued)

NOTE R - EMPLOYEES RETIREMENT PLAN: (Cont'd)

The System receives an actuarial valuation on an annual basis indicating the contribution rates required to fund the System on an actuarial reserve basis. Contributions actually made are in accordance with the required rates established by the Nevada Legislature. These statutory rates are increased/decreased pursuant to NRS 286.421 and 286.450.

The actuary funding method used is the Entry Age Normal Cost Method. It is intended to meet the funding objective and result in a relatively level long-term contributions requirement as a percentage of salary.

For the fiscal year ended June 30, 2020 the Statutory Employer/employee matching rate was 14.50% for Regular and the Employer-pay contribution (EPC) rate was 28.00%.

Net Pension Liability

The Authority's net pension liability (NPL) of \$28,212,202 was measured as of June 30, 2020, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The net pension liability is allocated among all employers which includes the State and participating agencies.

Actuarial Assumptions

Inflation rate	2.75%	Investment rate of return	7.50%
Payroll Growth	4.25%	Productivity pay increase	0.50%
Projected salary increases	Regular: 4.25% to 9.15%, depending on services, rates include inflation and productivity increases		
Consumer Price Index	2.75%		
Other assumptions	Same as those used in the June 30, 2020, funding actuarial valuation		

Actuarial Cost Method

The Entry Age Normal actuarial funding method is used to determine costs. Under this funding method, the total employer contribution rate consists of two elements: the normal cost rate and the unfunded actuarial liability (UAL) rate.

The individual entry age normal method is used to determine liabilities. Under the individual entry age normal method, a normal cost rate is calculated for each employee. This rate is determined by taking the value, as of age at entry into the plan, of the member's projected future benefits, and dividing it by the value, also as of the member's entry age, of his or her expected future salary. The normal cost for each employee is the product of his or her pay and his or her normal cost rate. The normal cost for the group is the sum of the normal costs for all members.

Experience gains and losses, i.e. decreases or increases in liabilities and/or in assets when actual experience differs from the actuarial assumptions, affect the unfunded actuarial accrued liability.

Asset Valuation Method

The actuarial valuation employs a technique for determining the actuarial value of assets which dampens the swing in the market value. The specific technique adopted in this valuation is a 5-year smoothed market.

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NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020
(Continued)

NOTE R - EMPLOYEES RETIREMENT PLAN: (Cont'd)

Amortization

The net pension liability of the System is amortized over separate 30-year period amortization layers based on the valuations during which each separate layer previously established.

Significant actuarial assumptions employed by the actuary for funding purposes as of June 30, 2020 are as follows:

Investment Rate of Return – 7.50% per annum, compounded annually including 2.75% for inflation.

Salary Increases, Merit and Inflation – 4.25% to 9.15% per year.

Mortality Rates – For active members and non-disabled retirees, the RP2000 Tables projected forward to 2020 using Scale AA are used; for all recipients of disability benefits, the Revenue Ruling 96-7 Disabled Mortality Table for Males and Females is used.

The long-term expected rate of return on pension plan assets was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major class of assets. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the pension plan's target asset allocation as of June 30, 2020, are summarized in the following table.

Asset Class	Target Allocation	Long Term Expected Rate of Return
Domestic Equity	42%	6.60%
International Equity	18%	7.37%
Domestic Fixed Income	30%	0.36%
Real Estate	5%	4.94%
Private Equity	5%	13.41%

Discount Rate

The discount rate used to measure the collective total pension liability was 7.50% for 2020 for the System. The projection of cash flows used to determine the discount rate assumed that the plan member contributions will be made at the current contribution rate and that employer and non-employer entity contributions will be made at contractually required rates, actuarially determined. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments to current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

The following presents the Authority's proportionate share of the net pension liability calculated using the discount rate of 7.50%, as well as what the Authority share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower (6.50 percent) or 1-percentage-point higher (8.50 percent) than the current rate:

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NOTES TO FINANCIAL STATEMENTS
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(Continued)

NOTE R - EMPLOYEES RETIREMENT PLAN: (Cont'd)

	1.0% Decrease (6.50%)	Current Discount Rate (7.50%)	1.0% Increase (8.50%)
PERS' Net Pension Liability	\$ 44,000,135	\$ 28,212,202	\$ 15,085,709

Pension expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended September 30, 2020, the Authority recognized pension expense of \$1,514,633. At September 30, 2020, the Authority reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between actual and expected experience	876,534	364,288
Changes in assumptions	792,450	-
Difference between projected and actual earnings on pension plan investments	-	1,065,738
Changes in proportion differences between employer contributions and proportionate share of contributions	1,438,768	3,572,350
Difference between actual and expected contributions	-	-
Contributions paid subsequent to the measurement date - FY 2020	743,224	-
Total	3,850,976	5,002,376

The \$743,224 reported as deferred outflows of resources related to pensions resulting from the Authority contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2020. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

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NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020
(Continued)

NOTE R - EMPLOYEES RETIREMENT PLAN: (Cont'd)

Year Ended June 30:	Amount recognized in Pension Expense as an increase or (decrease) to Pension Expense
2020	\$ (315,771)
2021	\$ (315,771)
2022	\$ (315,771)
2023	\$ (315,771)
2024	\$ (315,771)
2025	\$ (315,771)
thereafter	\$ -

Additional Financial and Actuarial Information

Additional financial and actuarial information with respect to the System can be found in the Nevada PERS' 2020 Comprehensive Annual Financial Report available online at www.nvpers.org or by contacting the System at (775) 687-4200.

NOTE S - IMPAIRMENT OF CAPITAL ASSETS:

GASB Statement No. 42, *Accounting and Financial Reporting for Impairment of Capital Assets and for Insurance Recoveries*, establishes accounting and financial reporting standards for impairment of capital assets. Under the provisions of the statement, prominent events or changes in circumstances affecting capital assets are required to be evaluated to determine whether impairment of a capital asset has occurred. Impaired capital assets that will no longer be used should be reported at the lower of carrying value or fair value. Impairment of capital assets with physical damage generally should be measured using the restoration cost approach, which uses the estimated cost to restore the capital asset to identify the portion of the historical cost of the capital asset that should be written-off. No such impairment loss was incurred during the current year.

NOTE T - ECONOMIC DEPENDENCY:

The Housing Board received approximately 88% of its revenue from HUD. If the amount of revenue received from HUD falls below critical levels, The Housing Board's operating reserves could be adversely affected. Both the Housing Board Owned Housing Program and the Section 8 Program are economically dependent on annual contributions and grants from HUD.

NOTE U - PRIOR PERIOD ADJUSTMENTS:

No prior period adjustments in the current period.

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020
(Continued)

NOTE V - COMMITMENTS & CONTINGENCIES:

The Authority is exposed to various risks of losses related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. Claims liabilities are reported when it is probably that a loss has occurred and the amount of that loss can be reasonably estimated. At September 30, 2020, there were no contingent liabilities to be reported. The entity is subject to possible examinations made by federal regulators who determine compliance with terms, conditions, laws and regulations governing grants given to the entity in the current and prior years. These examinations may result in required refunds by the entity to federal grantors and/or program beneficiaries. There were no examinations conducted during the current year.

NOTE W - SUPPLEMENTARY INFORMATION:

The supplementary information has been included in order to show the financial statements of the Housing Board on the GAAP basis of accounting but in the format of the HUD Handbook 7476.3, *Audit Guide*. This is due to the fact that some supplementary information is reviewed by the field office and provides greater detail concerning the operations of the Housing Board.

NOTE X - SUBSEQUENT EVENTS:

Events that occur after the statement of net position date but before the financial statements were available to be issued must be evaluated for recognition or disclosure. The effects of subsequent events that provide evidence about conditions that existed at the statement of net position are recognized in the accompanying financial statements. Subsequent events which provide evidence about conditions that existed after the statement of net position date require disclosure in the accompanying notes. Management evaluated the activity of the SNVRHA through June 7, 2021 (the date the financial statements were available to be issued) and concluded that there are no additional items that need to be addressed.

The spread of a novel strain of coronavirus (COVID-19) in 2020 has caused significant volatility in the U.S. Markets. There is significant uncertainty around the breadth and duration of business disruptions related to COVID-19, as well as its impact on the U.S. economy. The extent of the impact of COVID-19 on the financial performance, including unemployment rates and the ability for tenants to pay their rent, will depend on certain developments, including the duration and spread of the outbreak, which is uncertain and cannot be determined at this time.

NOTE Y - PARTNERSHIP CAPITAL CONTRIBUTIONS:

The Discretely Presented Component Unit had a partnership capital contribution of \$15,320,710 during this fiscal year end as noted in the financials.

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020
(Continued)

NOTE Z - DISCRETE COMPONENT UNITS CONDENSED FINANCIALS:

The Authority has several discretely presented component units, as described in Note A, 4, whose condensed financials follow:

Discrete Component Units - Combining Schedule									
NET POSITION ACCOUNTS									
December 31, 2019									
Account Description	Landsman Family, LLC	Vera Johnson B, LP	Biegger Estates, LLC	Vera Johnson A Family, LLC	SRB, LP	Rose Gardens Senior, LP	Honolulu Street Family Housing, LLC	Espinoza Terrace, LLC	TOTAL
ASSETS:									
CURRENT ASSETS:									
Cash:									
Cash - unrestricted	\$ 894,595	\$ 121,955	\$ 749,614	\$ 182,550	\$ 144,792	\$ 823,321	\$ 86,829	\$ 1,189,773	\$ 4,193,429
Cash - other restricted	1,084,159	532,174	547,036	216,343	990,252	506,106	533,511	336,713	4,746,294
Cash - tenant security deposits	36,421	43,799	53,251	17,240	43,009	26,550	13,508	12,650	246,428
Cash - restricted for payment of current liabilities	0	0	0	0	0	0	0	0	0
Total Cash	2,015,175	697,928	1,349,901	416,133	1,178,053	1,355,977	633,848	1,539,136	9,186,151
Accounts and notes receivables:									
Accounts receivable - tenants rents	18,060	13,433	6,931	83,738	950	8,176	86,398	29,339	247,025
Total receivables - net	18,060	13,433	6,931	83,738	950	8,176	86,398	29,339	247,025
Current investments:									
Prepaid expenses and other assets	38,307	7,115	21,259	47,629	18,663	13,341	47,465	9,828	203,607
TOTAL CURRENT ASSETS	2,071,542	718,476	1,378,091	547,500	1,197,666	1,377,494	767,711	1,578,303	9,636,783
NONCURRENT ASSETS:									
Capital Assets:									
Land	2,122	764,367	85,380	0	17,984	695,000	0	594,593	2,159,446
Buildings	15,195,495	12,135,673	12,584,825	8,689,884	21,673,129	17,135,878	4,152,134	12,985,608	104,552,626
Furniture & equipment - dwellings	320,045	0	85,650	0	344,479	0	0	0	750,174
Furniture & equipment - admin	0	736,638	730,081	1,559,640	0	1,047,744	639,775	1,497,787	6,211,665
Leasehold improvements	0	0	0	0	0	0	0	0	0
Accumulated depreciation	(3,454,987)	(1,836,421)	(1,432,178)	(834,122)	(8,286,043)	(639,403)	(3,398,921)	(324,738)	(20,206,813)
Construction in process	0	0	0	0	0	0	0	2,801,027	2,801,027
Infrastructure	5,032,157	1,956,029	1,684,445	1,123,258	2,663,586	1,525,716	0	1,548,214	15,533,405
Total capital assets - net	17,094,832	13,756,286	13,738,203	10,538,660	16,413,135	19,764,935	1,392,988	19,102,491	111,801,530
Other assets	1,331,627	77,666	2,100,214	67,451	28,302	87,458	9,286	1,064,297	4,766,301
TOTAL NONCURRENT ASSETS	18,426,459	13,833,952	15,838,417	10,606,111	16,441,437	19,852,393	1,402,274	20,166,788	116,567,831
DEFERRED OUTFLOW OF RESOURCES	0	0	0	0	0	0	0	0	0
TOTAL ASSETS & DEFERRED OUTFLOW OF RESOURCES	\$ 20,498,001	\$ 14,552,428	\$ 17,216,508	\$ 11,153,611	\$ 17,639,103	\$ 21,229,887	\$ 2,169,985	\$ 21,745,091	\$ 126,204,614

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020
(Continued)

NOTE Z - DISCRETE COMPONENT UNITS CONDENSED FINANCIALS: (Cont'd)

Southern Nevada Regional Housing Authority
Las Vegas, Nevada

Discrete Component Units - Combining Schedule
NET POSITION ACCOUNTS
December 31, 2019

Account Description	Landsman Family, LLC	Vera Johnson B, LP	Biegger Estates, LLC	Vera Johnson A Family, LLC	SRB, LP	Rose Gardens Senior, LP	Honolulu Street Family Housing, LLC	Espinoza Terrace, LLC	TOTAL
LIABILITIES AND NET POSITION:									
LIABILITIES:									
CURRENT LIABILITIES:									
Cash overdraft	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Accounts payable <= 90 days	45,493	16,156	9,481	7,145	40,340	103,560	26,404	77,435	326,014
Accounts payable > 90 days	0	0	0	0	0	0	0	0	0
Accrued salaries/payroll withholding	0	0	0	0	0	0	0	0	0
Accrued compensated absences - current	0	0	0	0	0	0	0	0	0
Accrued contingency liability	0	0	0	0	0	0	0	0	0
Accrued interest payable	0	9,299	9,907	0	18,612	21,351	0	0	59,169
Accounts payable - HUD PHA programs	0	0	0	0	0	0	0	0	0
Accounts payable - PHA projects	0	0	0	0	0	0	0	0	0
Accounts payable - other gov.	0	0	0	0	0	0	0	0	0
Tenant security deposits	36,421	43,799	53,251	17,240	43,009	26,550	13,508	12,650	246,428
Unearned revenue	11,035	4,376	17,265	6,534	16,435	1,893	0	5,277	62,815
Current portion of L-T debt - capital projects	41,497	36,267	33,822	0	27,044	41,306	0	0	179,936
Current portion of L-T debt - operating borrowings	0	0	0	0	0	0	0	0	0
Other current liabilities	14,111	0	61,083	3,000	13,635	11,133	63,645	21,250	187,857
Accrued liabilities - other	194,052	49,173	0	0	0	0	0	3,314,823	3,558,048
Interprogram (due to)	0	0	0	0	0	0	0	0	0
Loan Liability - current	0	0	0	0	0	0	0	0	0
TOTAL CURRENT LIABILITIES	342,609	159,070	184,809	33,919	159,075	205,793	103,557	3,431,435	4,620,267
NONCURRENT LIABILITIES:									
Long-term debt, net of current - capital projects	15,144,225	5,218,334	8,312,356	3,642,144	8,477,522	12,692,431	8,289,061	17,105,383	78,881,456
Long-term debt, net of current - operating borrowings	0	0	0	0	0	0	0	0	0
Noncurrent liabilities - other	1,948,864	0	0	418,503	0	150,000	0	1,221,297	3,738,664
Accrued comp. absences - long term	0	0	0	0	0	0	0	0	0
Loan liability - noncurrent	0	0	0	0	0	0	0	0	0
FASB 5 liabilities	0	0	0	0	0	0	0	0	0
Accrued pensions & OPEB liabilities	0	0	0	0	0	0	0	0	0
TOTAL NONCURRENT LIABILITIES	17,093,089	5,218,334	8,312,356	4,060,647	8,477,522	12,842,431	8,289,061	18,326,680	82,620,120
TOTAL LIABILITIES	17,435,698	5,377,404	8,497,165	4,094,566	8,636,597	13,048,224	8,392,618	21,758,115	87,240,387
DEFERRED INFLOW OF RESOURCES	0	0	0	0	0	0	0	0	0
NET POSITION:									
Net Investment in Capital Assets	1,909,110	8,501,685	5,392,025	6,896,516	7,908,569	7,031,198	(6,896,073)	1,997,108	32,740,138
Restricted	1,084,159	532,174	547,036	216,343	990,252	506,106	533,511	336,713	4,746,294
Unrestricted	69,034	141,165	2,780,282	(53,814)	103,685	644,359	139,929	(2,346,845)	1,477,795
TOTAL NET POSITION	3,062,303	9,175,024	8,719,343	7,059,045	9,002,506	8,181,663	(6,222,633)	(13,024)	38,964,227
TOTAL LIABILITIES, DEFERRED INFLOWS & NET POSITION	\$ 20,498,001	\$ 14,552,428	\$ 17,216,508	\$ 11,153,611	\$ 17,639,103	\$ 21,229,887	\$ 2,169,985	\$ 21,745,091	\$ 126,204,614

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020
(Continued)

NOTE Z - DISCRETE COMPONENT UNITS CONDENSED FINANCIALS: (Cont'd)

Discrete Component Units - Combining Schedule
REVENUES, EXPENSES, AND CHANGES IN NET POSITION ACCOUNTS
FOR THE YEAR ENDED DECEMBER 31, 2019

<u>Account Description</u>	<u>Landsman Family, LLC</u>	<u>Vera Johnson B, LP</u>	<u>Biegger Estates, LLC</u>	<u>Vera Johnson A Family, LLC</u>	<u>SRB, LP</u>	<u>Rose Gardens Senior, LP</u>	<u>Honolulu Street Family Housing, LLC</u>	<u>Espinoza Terrace, LLC</u>	<u>TOTAL</u>
REVENUES:									
Net tenant rental revenue	\$ 963,765	\$ 922,373	\$ 917,713	\$ 496,166	\$ 1,429,619	\$ 1,279,468	\$ 178,107	\$ 751,473	\$ 6,938,684
Tenant revenue - other	17,559	0	0	0	0	0	329,166	0	346,725
Total tenant revenue	981,324	922,373	917,713	496,166	1,429,619	1,279,468	507,273	751,473	7,285,409
Other revenue	0	11,975	26,172	6,932,309	34,900	7,411,281	0	995,108	15,411,745
Investment income - restricted	5,172	677	1,729	0	2,524	30	175	6,051	16,358
TOTAL REVENUES	\$ 986,496	\$ 935,025	\$ 945,614	\$ 7,428,475	\$ 1,467,043	\$ 8,690,779	\$ 507,448	\$ 1,752,632	\$ 22,713,512
EXPENSES:									
Administrative Expense	205,657	227,685	147,962	123,983	152,106	221,734	104,683	141,543	1,325,353
Tenant Services	0	52,286	49,184	0	0	2,421	0	0	103,891
Utilities Expense	142,481	75,855	100,888	77,266	322,598	120,699	100,655	85,023	1,025,465
Ordinary Maintenance & Operation	193,202	227,812	295,405	169,588	398,877	106,594	208,495	500,068	2,100,041
Protective Services	707	24,687	0	0	0	0	0	0	25,394
Insurance Premiums	41,763	31,638	65,846	18,145	47,039	31,347	46,517	58,823	341,118
General Expenses	82,798	49,173	37,571	0	7,512	30,588	12,413	89,501	309,556
Financial Expenses	528,771	301,234	352,674	345,367	391,845	818,442	144,161	557,827	3,440,321
TOTAL OPERATING EXPENSE	1,195,379	990,370	1,049,530	734,349	1,319,977	1,331,825	616,924	1,432,785	8,671,139
EXCESS OPERATING REVENUE	(208,883)	(55,345)	(103,916)	6,694,126	147,066	7,358,954	(109,476)	319,847	14,042,373
Other Expenses									
Depreciation expense	663,500	469,425	480,417	434,980	676,872	597,267	53,105	332,871	3,708,437
Total Other Expenses	663,500	469,425	480,417	434,980	676,872	597,267	53,105	332,871	3,708,437
TOTAL EXPENSES	\$ 1,858,879	\$ 1,459,795	\$ 1,529,947	\$ 1,169,329	\$ 1,996,849	\$ 1,929,092	\$ 670,029	\$ 1,765,656	\$ 12,379,576
EXCESS OF REVENUE OVER EXPENSES	\$ (872,383)	\$ (524,770)	\$ (584,333)	\$ 6,259,146	\$ (529,806)	\$ 6,761,687	\$ (162,581)	\$ (13,024)	\$ 10,333,936
Beginning Net Position	3,934,686	9,699,794	9,303,676	799,899	9,532,312	1,419,976	(6,060,052)	0	28,630,291
Ending Net Position	\$ 3,062,303	\$ 9,175,024	\$ 8,719,343	\$ 7,059,045	\$ 9,002,506	\$ 8,181,663	\$ (6,222,633)	\$ (13,024)	\$ 38,964,227

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

SINGLE AUDIT SECTION

FISCAL YEAR ENDED SEPTEMBER 30, 2020



INDEPENDENT AUDITOR’S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Board of Commissioners
Southern Nevada Regional Housing Authority
Las Vegas, Nevada

San Francisco Regional Office
Public Housing Division
One Sansome Street, Suite 1200
San Francisco, CA 94104

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the business-type activities and the aggregate discretely presented component units of the Southern Nevada Regional Housing Authority, as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the Southern Nevada Regional Housing Authority’s basic financial statements, and have issued our report thereon dated June 7, 2021. Our report includes a reference to other auditors who audited the financial statements of Landsman Family, LLC, Vera Johnson B, LP, Biegger Estates, LLC, Vera Johnson A Family, LLC, SRB, LP, Rose Gardens Senior, LP, Honolulu Street, LLC, and Espinoza Terrace, LLC as of December 31, 2019, as described in our report on the Authority’s financial statements. This report does not include the results of the other auditors’ testing of internal control over financial reporting or compliance and other matters that are reported on separately by those auditors.

Internal Control Over Financial Reporting

Management of the Southern Nevada Regional Housing Authority is responsible for establishing and maintaining effective internal control over financial reporting. In planning and performing our audit of the financial statements, we considered the Housing Authority’s internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Housing Authority’s internal control. Accordingly, we do not express an opinion on the effectiveness of the Housing Authority’s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Southern Nevada Regional Housing Authority's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Rector, Reeder & Lofton, PC
Certified Public Accountants

Loganville, Georgia
June 7, 2021



INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Board of Commissioners
Southern Nevada Regional Housing Authority
Las Vegas, Nevada

San Francisco Regional Office
Public Housing Division
One Sansome Street, Suite 1200
San Francisco, CA 94104

Report on Compliance for Each Major Federal Program

We have audited the Southern Nevada Regional Housing Authority's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the Southern Nevada Regional Housing Authority's major federal programs for the year ended September 30, 2020. The Southern Nevada Regional Housing Authority's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts and grants applicable to each of its major federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the Southern Nevada Regional Housing Authority's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Southern Nevada Regional Housing Authority's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination on the Southern Nevada Regional Housing Authority's compliance with those requirements.

Basis for Qualified Opinion on the Housing Choice Voucher Program – 14.871

As described in the accompanying schedule of findings and questioned costs, the Authority did not comply with requirements regarding Housing Choice Voucher Program – 14.871 as described in finding number 2020-001 for Eligibility. Compliance with such requirements is necessary, in our opinion, for the Authority to comply with the requirements applicable to that program.

Qualified Opinion on the Housing Choice Voucher Program – 14.871

In our opinion, except for the noncompliance described in the Basis for Qualified Opinion paragraph, the Authority complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on the Housing Choice Voucher Program for the year ended September 30, 2020.

Unmodified Opinion on Each of the Other Major Federal Programs

In our opinion, the Southern Nevada Regional Housing Authority complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its other major federal programs identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs for the year ended September 30, 2020.

Other Matters

The Authority's response to the noncompliance findings identified in our audit is described in the accompanying corrective action plan. The Authority's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control Over Compliance

The management of the Southern Nevada Regional Housing Authority is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Southern Nevada Regional Housing Authority's internal control over compliance with the types of requirements that could have a direct and material effect on a major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Housing Authority's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did identify certain deficiencies in internal control over compliance, described in the accompanying schedule of findings and questioned costs as item 2020-001, that we consider to be a material weakness.

The Authority's response to the internal control over compliance findings identified in our audit is described in the accompanying corrective action plan. The Authority's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Accordingly, this report is not suitable for any other purpose.

Rector, Reeder & Lofton, P.C.

Rector, Reeder & Lofton, PC
Certified Public Accountants

Loganville, Georgia
June 7, 2021

Southern Nevada Regional Housing Authority
Las Vegas, Nevada
STATUS OF PRIOR AUDIT FINDINGS

The prior audit report for the period ended September 30, 2019 contained one formal audit finding as noted below.

Finding 2019-001 – Housing Choice Voucher Tenant Files – Eligibility – Internal Control over Tenant Files – Noncompliance and Material Weakness

Housing Choice Voucher Program CFDA #14.871

Condition & Cause:

Our Review of three hundred and thirty (330) HCV tenant files revealed that there were thirty-four (34) errors of noncompliance noted during the audit. This represents a 10.30% sample deviation rate across the total population. The errors consisted of failure to calculate tenant wages correctly, failure to have a third party verify tenant income correctly, and HAP payments not agreeing to the tenant HUD 50058 rent calculation forms. Of these thirty-four (34) errors, thirty-three (33) of these were income-related errors.

Current Status:

The condition of the tenant files for the Housing Choice Voucher program has improved; however, due to the significant amounts of errors noted and the timing of the audit for 2019 not all files during the year ended September 30, 2020 could be brought into full compliance. Consequently, this finding is continued and restated as finding no. 2020-001.

**Southern Nevada Regional Housing Authority
Las Vegas, Nevada**

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

Section I – Summary of Auditor’s Results:

Financial Statements

Type of report issued on the financial statements:	Unmodified
Internal control over financial reporting:	
Material weakness (es) identified?	No
Significant deficiency (ies) identified not considered to be material weaknesses?	None reported
Noncompliance material to the financial statements noted?	No

Federal Awards

Internal controls over major programs:	
Material weakness (es) identified?	Yes
Significant deficiency (ies) identified not considered to be material weaknesses?	None reported

Type of report issued on the compliance for major programs:	Qualified
---	------------------

Any audit findings disclosed that are required to be reported in Accordance with Uniform Guidance?	Yes
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Identification of major programs:

-CFDA #14.871	Housing Choice Voucher Program (Cluster)
-CFDA #14.879	Mainstream Vouchers (Cluster)
-CFDA #14.850	Public and Indian Housing
-CFDA #14.872	Public Housing Capital Fund Program

Dollar threshold used to distinguish between Type A and Type B programs:	\$3,000,000
--	--------------------

Did the Authority qualify as a low-risk auditee?	No
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Section II – Financial Statement Findings

Findings related to financial statements in accordance with GAGAS:

NONE REPORTED

**Southern Nevada Regional Housing Authority
Las Vegas, Nevada**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
(Continued)**

Section III – Financial Statement Findings

Findings and questioned costs for Federal Awards as defined in Section .510:

Finding 2020-001 – Housing Choice Voucher Tenant Files – Eligibility – Internal Control over Tenant Files – Noncompliance and Material Weakness

Housing Choice Voucher Program CFDA #14.871

Condition & Cause:

Our review of three hundred and thirty (330) Housing Choice Voucher tenant files revealed that there was a total of seventeen (17) income-related errors, which represent 5.15% of the total files examined. Of these seventeen (17) errors, there were eight (8) which could be numerically extrapolated to the population. Based upon this computation the error was material to the Housing Assistance Payments and therefore reported as a finding for noncompliance and a material weakness. The nine (9) remaining files were a result of differences between the EIV system and the reexamination data in the file.

In addition to complexities of staffing during the COVID pandemic, as noted in the prior year, there still exists a large amount of employee turnover. Also, the agency has not been able to conduct the adequate amount of training needed for HCV staff.

We also recommend that the quality control process be increased or improved to find deficiencies in a timely basis or to determine which staff needs additional training.

Criteria:

The Code of Federal regulations, the Housing Authority's Administrative plan, and specific HUD guidelines in documenting and maintaining the Housing Choice Voucher tenant files.

Recommendation: We commend that the Agency conduct a thorough tenant file audit of existing tenants in the HCV program to determine whether there are any misstatements of rental income. We also recommend that the Agency increase their monitoring and review of the HCV program files to determine whether occupancy specialist need additional training or procedures added to ensure compliance.

Questioned Costs: None

Repeat Finding: Yes

Was sampling statistically valid? Yes

Views of responsible officials: The PHA agrees with the results of the audit and recommendations.



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Corrective Action Plan

Finding:

Finding 2020-001: Housing Choice Voucher Tenant Files – Eligibility – Internal Control over Tenant Files – Noncompliance and Material Weakness

Corrective Action Plan:

Training:

Currently, we are having all HCV staff trained on how to read and interpret Enterprise Income Verification process. Staff will also be trained on how to verify income and assets, as well as understand the whole verification process. Incoming new staff will be trained on the above in order to be successful in their position as an Occupancy Specialist. This training started on July 1, 2021 and will continue through December 31, 2021.

Quality Control:

We are conducting 100% quality control on all new hires files and for all staff we are conducting 100% quality control on all contract files and manual adjustments requiring management approval, while 50% quality control is conducted on all other actions.

Department Structure:

Caseworkers with a higher error rate, 80% of their files will be Quality Controlled by the Supervisors. It is our intention to audit as many files as possible moving forward as the caseworker's process annuals and interims.

Anticipated Completion Date:

Current staff started training in July 2021 and will attend refresher training semi- annually.

Person Responsible:

Ms. Sabrina Rhone, Compliance Specialist, as well as HCV Trainers and HCV Supervisors will be responsible for the material and training of EIV and third-party verifications and income review for the HCV staff.

Respectfully Submitted,

Denise Watson

Denise Watson
Director of Housing Programs

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

SUPPLEMENTAL INFORMATION

FISCAL YEAR ENDED SEPTEMBER 30, 2020

**Southern Nevada Regional Housing Authority
Las Vegas, Nevada**

**FINANCIAL DATA SUBMISSION SUMMARY
NET POSITION ACCOUNTS
September 30, 2020**

FDS Line #	Account Description	Business Activities	Component Unit Discretely Presented	Blended Component Unit	Public and Indian Housing 14.850	PIH Family Self-Sufficiency Program 14.896	Section 8 Housing Choice Vouchers 14.871
ASSETS:							
CURRENT ASSETS:							
Cash:							
111	Cash - unrestricted	\$ 0	\$ 4,193,429	\$ 339,831	\$ 7,340,028	\$ 0	\$ 5,626,207
112	Cash - restricted modernization & development	0	0	0	0	0	0
113	Cash - other restricted	0	4,746,294	0	4,486,040	0	1,080,757
114	Cash - tenant security deposits	413,421	246,428	0	491,811	0	0
115	Cash - restricted for payment of current liabilities	0	0	0	0	0	0
100	Total Cash	413,421	9,186,151	339,831	12,317,879	0	6,706,964
Accounts and notes receivables:							
121	Accounts receivable - PHA projects	0	0	0	0	0	0
122	Accounts receivable - HUD	0	0	0	169,835	54,336	2,267,898
124	Accounts receivable - other government	0	0	0	0	0	379,949
125	Accounts receivable - miscellaneous	281,780	0	0	152,256	0	339,923
126	Accounts receivable - tenants rents	309,650	247,025	0	257,088	0	0
126.1	Allowance for doubtful accounts - tenants	(133,734)	0	0	(143,571)	0	0
126.2	Allowance for doubtful accounts - other	0	0	0	0	0	(679,796)
127	Notes receivable - current	0	0	0	0	0	0
128	Fraud recovery	0	0	0	0	0	29,307
128.1	Allowance for doubtful accounts - fraud	0	0	0	0	0	(27,608)
129	Accrued interest receivable	981	0	0	26,406	0	12,767
120	Total receivables - net	458,677	247,025	0	462,014	54,336	2,322,440
Current investments:							
131	Investments - unrestricted	0	0	210,782	4,248,973	0	2,157,878
132	Investments - restricted	0	0	0	0	0	0
135	Investments - restricted for payment of current lia	0	0	0	0	0	0
142	Prepaid expenses and other assets	46,108	203,607	2,660	111,829	0	90,005
143	Inventories	115,778	0	0	171,247	0	0
143.1	Allowance for obsolete inventories	0	0	0	0	0	0
144	Interprogram due from	0	0	4,270,700	3,421,446	0	0
145	Assets held for sale	0	0	0	0	0	0
150	TOTAL CURRENT ASSETS	1,033,984	9,636,783	4,823,973	20,733,388	54,336	11,277,287
NONCURRENT ASSETS:							
Capital Assets:							
161	Land	3,008,759	2,159,446	0	17,761,207	0	0
162	Buildings	49,418,856	104,552,626	0	142,844,449	0	0
163	Furniture & equipment - dwellings	0	750,174	0	0	0	0
164	Furniture & equipment - admin	559,284	6,211,665	0	1,531,536	0	419,781
165	Leasehold improvements	210,569	0	0	14,112,501	0	1,238,468
166	Accumulated depreciation	(25,294,186)	(20,206,813)	0	(124,020,382)	0	(784,265)
167	Construction in process	0	2,801,027	0	0	0	0
168	Infrastructure	664,005	15,533,405	0	3,431,176	0	0
160	Total capital assets - net	28,567,287	111,801,530	0	55,660,487	0	873,984
171	Notes receivable - noncurrent	1,723,800	0	7,450,000	46,550,311	0	332,759
172	Notes receivable - noncurrent - past due	0	0	0	0	0	0
173	Grants receivable - noncurrent	0	0	0	0	0	0
174	Other assets	91,359	4,766,301	1,277,349	5,417	0	0
176	Investment in joint ventures	0	0	669,200	0	0	0
180	TOTAL NONCURRENT ASSETS	30,382,446	116,567,831	9,396,549	102,216,215	0	1,206,743
200	DEFERRED OUTFLOW OF RESOURCES	450,564	0	0	1,278,528	0	1,189,948
290	TOTAL ASSETS & DEFERRED OUTFLOW OF RESOURCES	\$ 31,866,994	\$ 126,204,614	\$ 14,220,522	\$ 124,228,131	\$ 54,336	\$ 13,673,978

Resident Opportunity and Supportive Services 14.870	Mainstream Vouchers 14.879	State/Local	Public Housing CARES Act Funding 14.PHC	Maintstream Vouchers CARES Act Funding 14.MSC	HCV CARES Act Funding 14.HCC	Central Office Cost Center CARES Act Funding 14.CCC	Central Office Cost Center	Elimination	TOTAL
\$ 0	\$ 3,928	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 3,614,644	\$ 0	\$ 21,118,067
0	0	0	0	0	0	0	0	0	0
0	133,483	0	0	0	1,232,874	0	5,065	0	11,684,513
0	0	0	0	0	0	0	0	0	1,151,660
0	0	0	0	0	0	0	0	0	0
0	137,411	0	0	0	1,232,874	0	3,619,709	0	33,954,240
0	0	0	0	0	0	0	0	0	0
822	0	0	309,598	0	0	0	0	0	2,802,489
0	0	0	0	0	0	0	0	0	379,949
0	0	0	0	0	0	0	138,823	0	912,782
0	0	0	0	0	0	0	0	0	813,763
0	0	0	0	0	0	0	0	0	(277,305)
0	0	0	0	0	0	0	0	0	(679,796)
0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	29,307
0	0	0	0	0	0	0	0	0	(27,608)
0	0	0	0	0	0	0	0	0	40,154
822	0	0	309,598	0	0	0	138,823	0	3,993,735
0	0	0	0	0	0	0	902,328	0	7,519,961
0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0
0	1,174	0	0	0	0	0	38,813	0	494,196
0	0	0	0	0	0	0	0	0	287,025
0	0	0	0	0	0	0	0	0	0
0	0	9,268	0	0	0	0	0	(7,701,414)	0
0	0	0	0	0	0	0	0	0	0
822	138,585	9,268	309,598	0	1,232,874	0	4,699,673	(7,701,414)	46,249,157
0	0	0	0	0	0	0	215,819	0	23,145,231
0	0	0	0	0	0	0	4,306,730	0	301,122,661
0	0	0	0	0	0	0	0	0	750,174
0	0	0	0	0	0	0	1,765,528	0	10,487,794
0	0	0	0	0	0	0	64,658	0	15,626,196
0	0	0	0	0	0	0	(5,567,814)	0	(175,873,460)
0	0	0	0	0	0	0	0	0	2,801,027
0	0	0	0	0	0	0	0	0	19,628,586
0	0	0	0	0	0	0	784,921	0	197,688,209
0	0	0	0	0	0	0	0	0	56,056,870
0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	6,140,426
0	0	0	0	0	0	0	0	0	669,200
0	0	0	0	0	0	0	784,921	0	260,554,705
0	0	0	0	0	0	0	931,936	0	3,850,976
\$ 822	\$ 138,585	\$ 9,268	\$ 309,598	\$ 0	\$ 1,232,874	\$ 0	\$ 6,416,530	\$ (7,701,414)	\$ 310,654,838

**Southern Nevada Regional Housing Authority
Las Vegas, Nevada**

**FINANCIAL DATA SUBMISSION SUMMARY
NET POSITION ACCOUNTS
September 30, 2020**

FDS Line#	Account Description	Business Activities	Component Unit Discretely Presented	Blended Component Unit	Public and Indian Housing 14.850	PIH Family Self-Sufficiency Program 14.896	Section 8 Housing Choice Vouchers 14.871
LIABILITIES AND NET POSITION:							
LIABILITIES:							
CURRENT LIABILITIES:							
311	Cash overdraft	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
312	Accounts payable <= 90 days	294,946	326,014	0	1,014,297	0	480,967
313	Accounts payable > 90 days	0	0	0	0	0	0
321	Accrued salaries/payroll withholding	30,094	0	0	639,736	7,007	54,837
322	Accrued compensated absences - current	0	0	0	539	0	0
324	Accrued contingency liability	0	0	0	0	0	0
325	Accrued interest payable	0	59,169	0	0	0	0
331	Accounts payable - HUD PHA programs	0	0	0	0	0	35,720
332	Accounts payable - PHA projects	0	0	0	0	0	407,505
333	Accounts payable - other gov.	0	0	0	254,901	0	0
341	Tenant security deposits	413,421	246,428	0	491,811	0	0
342	Unearned revenue	154,393	62,815	0	149,374	0	84
343	Current portion of L-T debt - capital projects	331,397	179,936	0	0	0	0
344	Current portion of L-T debt - operating borrowings	0	0	0	0	0	0
345	Other current liabilities	169,902	187,857	0	9,665	0	0
346	Accrued liabilities - other	0	3,558,048	0	0	0	0
347	Interprogram (due to)	2,358,429	0	0	4,986,058	47,329	0
348	Loan Liability - current	0	0	0	0	0	0
310	TOTAL CURRENT LIABILITIES	<u>3,752,582</u>	<u>4,620,267</u>	<u>0</u>	<u>7,546,381</u>	<u>54,336</u>	<u>979,113</u>
NONCURRENT LIABILITIES:							
351	Long-term debt, net of current - capital projects	1,605,403	78,881,456	0	0	0	0
352	Long-term debt, net of current - operating borrowi	0	0	0	1,000,000	0	0
353	Noncurrent liabilities - other	0	3,738,664	0	179,980	0	1,080,757
354	Accrued comp. absences - long term	225,741	0	0	768,234	0	469,091
355	Loan liability - noncurrent	0	0	3,700,000	0	0	0
356	FASB 5 liabilities	0	0	0	0	0	0
357	Accrued pensions & OPEB liabilities	3,300,828	0	0	9,366,450	0	8,717,571
350	TOTAL NONCURRENT LIABILITIES	<u>5,131,972</u>	<u>82,620,120</u>	<u>3,700,000</u>	<u>11,314,664</u>	<u>0</u>	<u>10,267,419</u>
300	TOTAL LIABILITIES	<u>8,884,554</u>	<u>87,240,387</u>	<u>3,700,000</u>	<u>18,861,045</u>	<u>54,336</u>	<u>11,246,532</u>
400	DEFERRED INFLOW OF RESOURCES	1,152,396	0	0	4,960,709	0	1,545,733
NET POSITION:							
508.4	Net Investment in Capital Assets	26,630,487	32,740,138	0	55,660,487	0	873,984
511.4	Restricted	0	4,746,294	0	4,306,060	0	0
512.4	Unrestricted	(4,800,443)	1,477,795	10,520,522	40,439,830	0	7,729
513	TOTAL NET POSITION	<u>21,830,044</u>	<u>38,964,227</u>	<u>10,520,522</u>	<u>100,406,377</u>	<u>0</u>	<u>881,713</u>
600	TOTAL LIABILITIES AND NET POSITION	<u>\$ 31,866,994</u>	<u>\$ 126,204,614</u>	<u>\$ 14,220,522</u>	<u>\$ 124,228,131</u>	<u>\$ 54,336</u>	<u>\$ 13,673,978</u>

Resident Opportunity and Supportive Services 14.870	Mainstream Vouchers 14.879	State/Local	Public Housing CARES Act Funding 14.PHC	Maintstream Vouchers CARES Act Funding 14.MSC	HVC CARES Act Funding 14.HCC	Central Office Cost Center CARES Act Funding 14.CCC	Central Office Cost Center	Elimination	TOTAL
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
0	5,102	345	0	0	0	0	87,579	0	2,209,250
0	0	0	0	0	0	0	0	0	0
822	0	0	0	0	0	0	55,466	0	787,962
0	0	0	0	0	0	0	39,935	0	40,474
0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	59,169
0	0	0	0	0	0	0	0	0	35,720
0	0	0	0	0	0	0	0	0	407,505
0	0	0	0	0	0	0	0	0	254,901
0	0	0	0	0	0	0	0	0	1,151,660
0	0	8,923	0	0	1,232,874	0	0	0	1,608,463
0	0	0	0	0	0	0	0	0	511,333
0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	367,424
0	0	0	0	0	0	0	0	0	3,558,048
0	0	0	309,598	0	0	0	0	(7,701,414)	0
0	0	0	0	0	0	0	0	0	0
<u>822</u>	<u>5,102</u>	<u>9,268</u>	<u>309,598</u>	<u>0</u>	<u>1,232,874</u>	<u>0</u>	<u>182,980</u>	<u>(7,701,414)</u>	<u>10,991,909</u>
0	0	0	0	0	0	0	0	0	80,486,859
0	0	0	0	0	0	0	0	0	1,000,000
0	159	0	0	0	0	0	0	0	4,999,560
0	0	0	0	0	0	0	488,244	0	1,951,310
0	0	0	0	0	0	0	0	0	3,700,000
0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	6,827,353	0	28,212,202
0	<u>159</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>7,315,597</u>	<u>0</u>	<u>120,349,931</u>
<u>822</u>	<u>5,261</u>	<u>9,268</u>	<u>309,598</u>	<u>0</u>	<u>1,232,874</u>	<u>0</u>	<u>7,498,577</u>	<u>(7,701,414)</u>	<u>131,341,840</u>
0	0	0	0	0	0	0	1,210,574	0	8,869,412
0	0	0	0	0	0	0	784,921	0	116,690,017
0	133,324	0	0	0	0	0	5,065	0	9,190,743
0	0	0	0	0	0	0	(3,082,607)	0	44,562,826
0	<u>133,324</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>(2,292,621)</u>	<u>0</u>	<u>170,443,586</u>
\$ <u>822</u>	\$ <u>138,585</u>	\$ <u>9,268</u>	\$ <u>309,598</u>	\$ <u>0</u>	\$ <u>1,232,874</u>	\$ <u>0</u>	\$ <u>6,416,530</u>	\$ <u>(7,701,414)</u>	\$ <u>310,654,838</u>

Southern Nevada Regional Housing Authority
Las Vegas, Nevada

FINANCIAL DATA SUBMISSION SUMMARY
REVENUES, EXPENSES, AND CHANGES IN NET POSITION ACCOUNTS
FOR THE YEAR ENDED SEPTEMBER 30, 2020

FDS Line#	Account Description	Component			Public and Indian Housing 14.850	PIH Family Self-Sufficiency Program 14.896	Section 8 Housing Choice Vouchers 14.871
		Business Activities	Unit Discretely Presented	Blended Component Unit			
REVENUES:							
70300	Net tenant rental revenue	\$ 6,100,390	\$ 6,938,684	\$ 0	\$ 5,339,022	\$ 0	\$ 0
70400	Tenant revenue - other	95,824	346,725	0	179,514	0	0
70500	Total tenant revenue	6,196,214	7,285,409	0	5,518,536	0	0
70600	HUD PHA grants - operating	0	0	0	16,999,132	622,158	116,159,315
70610	HUD PHA grants - capital	0	0	0	233,561	0	0
70710	Management fee	0	0	0	0	0	0
70720	Asset management fee	0	0	0	0	0	0
70730	Bookkeeping fee	0	0	0	0	0	0
70740	Front line service fee	0	0	0	0	0	0
70750	Other fees	0	0	0	0	0	0
70700	Total fee revenue	0	0	0	0	0	0
70800	Other government grants	7,500	0	0	0	0	0
71100	Investment income - unrestricted	0	0	5,360	104,124	0	50,186
71200	Mortgage interest income	0	0	0	900,622	0	0
71300	Proceeds from disposition of assets held for sale	0	0	0	0	0	0
71310	Cost of sales of assets	0	0	0	0	0	0
71400	Fraud income	0	0	0	0	0	35,210
71500	Other revenue	904,016	15,411,745	714,173	733,973	0	1,447,529
71600	Gain/(loss) on disposition	0	0	0	1,467,730	0	(7,973)
72000	Investment income - restricted	0	16,358	0	7,480	0	0
70000	TOTAL REVENUES	\$ 7,107,730	\$ 22,713,512	\$ 719,533	\$ 25,965,158	\$ 622,158	\$ 117,684,267
EXPENSES:							
Administrative							
91100	Administrative salaries	\$ 894,325	\$ 265,785	\$ 0	\$ 1,032,319	\$ 0	\$ 2,447,480
91200	Auditing fees	15,755	65,687	0	58,303	0	10,253
91300	Management fees	716,288	395,104	0	2,003,933	0	808,525
91310	Bookkeeping fees	91,750	0	0	175,768	0	512,318
91400	Advertising & marketing	0	30,887	0	604	0	0
91500	Employee benefits - administrative	356,115	60,789	0	405,866	0	942,942
91600	Office expense	218,362	71,105	0	451,423	0	731,550
91700	Legal expense	45,693	37,973	0	53,686	0	9,057
91800	Travel expense	6,435	1,853	0	13,688	0	14,247
91810	Allocated overhead	0	0	0	0	0	0
91900	Other operating - administrative	119,321	396,170	8	2,268,597	0	318,724
91000	Total Administrative Expense	2,464,044	1,325,353	8	6,464,187	0	5,795,096
92000	Asset management fee	0	0	0	206,040	0	0
Tenant Services							
92100	Tenant services - salaries	36,521	0	0	171,943	440,419	86,781
92200	Relocation costs	0	49,184	0	2,616	0	0
92300	Employee benefits - tenant services	1,912	0	0	64,138	181,739	32,968
92400	Other tenant services	13,953	54,707	0	63,571	0	3,420
92500	Total Tenant Services	52,386	103,891	0	302,268	622,158	123,169
Utilities							
93100	Water	362,795	170,266	0	874,703	0	0
93200	Electricity	127,181	79,926	0	427,325	0	12,794
93300	Gas	6,363	13,181	0	90,907	0	0
93400	Fuel	0	0	0	0	0	0
93500	Labor	0	0	0	0	0	0
93600	Sewer	221,601	75,662	0	424,041	0	1,747
93700	Employee benefits - utilities	0	0	0	0	0	0
93800	Other utilities expense	0	686,430	0	0	0	0
93000	Total Utilities Expense	717,940	1,025,465	0	1,816,976	0	14,541

Resident Opportunity and Supportive Services 14.870	Mainstream Vouchers 14.879	State/Local	Public Housing CARES Act Funding 14.PHC	Maintstream Vouchers CARES Act Funding 14.MSC	HVC CARES Act Funding 14.HCC	Central Office Cost Center CARES Act Funding 14.CCC	Central Office Cost Center	Elimination	TOTAL
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 18,378,096
0	0	0	0	0	0	0	0	0	622,063
0	0	0	0	0	0	0	0	0	19,000,159
822	1,224,503	0	1,627,591	44,973	3,071,602	0	0	0	139,750,096
0	0	0	0	0	0	0	0	0	233,561
0	0	0	0	0	0	0	3,528,746	(3,528,746)	0
0	0	0	0	0	0	0	206,040	(206,040)	0
0	0	0	0	0	0	0	779,836	(779,836)	0
0	0	0	0	0	0	0	2,506,961	(2,506,961)	0
0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	7,021,583	(7,021,583)	0
0	0	11,077	0	0	0	0	0	0	18,577
0	0	0	0	0	0	0	22,945	0	182,615
0	0	0	0	0	0	0	0	0	900,622
0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	35,210
0	0	0	0	0	0	197,990	1,621,383	(197,990)	20,832,819
0	0	0	0	0	0	0	15,200	0	1,474,957
0	0	0	0	0	0	0	0	0	23,838
\$ 822	\$ 1,224,503	\$ 11,077	\$ 1,627,591	\$ 44,973	\$ 3,071,602	\$ 197,990	\$ 8,681,111	\$ (7,219,573)	\$ 182,452,454
\$ 0	\$ 64,439	\$ 0	\$ 306,241	\$ 26,070	\$ 1,949,906	\$ 0	\$ 3,784,962	\$ 0	\$ 10,771,527
0	0	0	0	0	0	0	6,324	0	156,322
0	0	0	197,990	0	0	0	0	(3,726,736)	395,104
0	0	0	0	0	0	0	0	(779,836)	0
0	0	0	0	0	0	0	42,451	0	73,942
0	28,353	0	109,520	11,471	822,265	0	1,526,331	0	4,263,652
0	4,043	11,077	0	0	149,734	51,082	885,473	0	2,573,849
0	0	0	0	0	0	0	121,908	0	268,317
0	0	0	0	0	0	0	44,076	0	80,299
0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	80,935	10,369	531,963	(2,506,961)	1,219,126
0	96,835	11,077	613,751	37,541	3,002,840	61,451	6,943,488	(7,013,533)	19,802,138
0	0	0	0	0	0	0	0	(206,040)	0
801	335	0	54,551	0	0	0	303,783	0	1,095,134
0	0	0	0	0	0	0	0	0	51,800
21	0	0	20,746	0	0	0	121,021	0	422,545
0	0	0	111,608	7,432	68,762	136,539	3,774	0	463,766
822	335	0	186,905	7,432	68,762	136,539	428,578	0	2,033,245
0	0	0	0	0	0	0	43,985	0	1,451,749
0	0	0	0	0	0	0	37,846	0	685,072
0	0	0	0	0	0	0	1,103	0	111,554
0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	2,302	0	725,353
0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	686,430
0	0	0	0	0	0	0	85,236	0	3,660,158

Southern Nevada Regional Housing Authority
Las Vegas, Nevada

**FINANCIAL DATA SUBMISSION SUMMARY
REVENUES, EXPENSES, AND CHANGES IN NET POSITION ACCOUNTS
FOR THE YEAR ENDED SEPTEMBER 30, 2020**

FDS Line#	Account Description	Business Activities	Component Unit Discretely Presented	Blended Component Unit	Public and Indian Housing 14.850	PIH Family Self-Sufficiency Program 14.896	Section 8 Housing Choice Vouchers 14.871
Ordinary Maintenance & Operation							
94100	Labor	905,115	1,181,116	0	1,896,524	0	3,299
94200	Materials	494,135	26,467	0	1,254,864	0	10,971
94300	Contracts	902,852	856,179	0	2,412,935	0	69,763
94300-010	Garbage & trash removal contracts	159,033	42,496	0	370,039	0	0
94300-020	Heating & cooling contracts	6,867	2,650	0	70,027	0	0
94300-030	Snow removal contracts	0	0	0	0	0	0
94300-040	Elevator maintenance contracts	0	1,303	0	38,315	0	0
94300-050	Landscape & grounds contracts	102,861	19,907	0	274,979	0	0
94300-060	Unit turnaround contracts	0	21,811	0	0	0	0
94300-070	Electrical contracts	10,194	3,354	0	52,791	0	0
94300-080	Plumbing contracts	52,075	12,115	0	257,662	0	0
94300-090	Extermination contracts	26,022	7,210	0	166,230	0	0
94300-100	Janitorial contracts	65,382	63,484	0	247,714	0	0
94300-110	Routine maintenance contracts	451,681	0	0	721,501	0	0
94300-120	Contract costs - other	28,737	681,849	0	213,677	0	69,763
94500	Employee benefit contributions	355,513	36,279	0	743,291	0	1,218
94000	Total Ordinary Maintenance & Operation	<u>2,657,615</u>	<u>2,100,041</u>	<u>0</u>	<u>6,307,614</u>	<u>0</u>	<u>85,251</u>
Protective Services							
95100	Protective services - labor	0	0	0	0	0	0
95200	Protective services - other contract costs	0	0	0	0	0	0
95300	Other protective services	65,227	25,394	0	895,787	0	15,856
95500	Employee benefits - protective services	0	0	0	0	0	0
95000	Total Protective Services	<u>65,227</u>	<u>25,394</u>	<u>0</u>	<u>895,787</u>	<u>0</u>	<u>15,856</u>
Insurance Premiums							
96110	Property insurance	166,089	337,091	0	364,326	0	0
96120	Liability insurance	30,421	0	0	85,816	0	79,549
96130	Workmen's compensation	0	4,027	0	0	0	0
96140	Insurance - other	75,014	0	0	181,536	0	64,946
96100	Total Insurance Premiums	<u>271,524</u>	<u>341,118</u>	<u>0</u>	<u>631,678</u>	<u>0</u>	<u>144,495</u>
General Expenses							
96200	Other general expense	264,263	307,021	0	1,402,219	0	194,923
96210	Compensated absences	0	0	0	311,943	0	70,475
96300	Payments in lieu of taxes	0	0	0	254,901	0	0
96400	Bad debt - tenant rents	78,584	2,535	0	189,686	0	0
96500	Bad debt - mortgages	1,360	0	0	0	0	0
96600	Bad debt - other	0	0	0	0	0	0
96800	Severance expense	0	0	0	0	0	0
96000	Total General Expenses	<u>344,207</u>	<u>309,556</u>	<u>0</u>	<u>2,158,749</u>	<u>0</u>	<u>265,398</u>
Financial Expenses							
96710	Interest expense - mortgage payable	171,069	3,414,088	0	0	0	0
96720	Interest expense - notes payable	0	0	0	0	0	0
96730	Amortization - issuance costs	0	26,233	0	0	0	0
96700	Total Financial Expenses	<u>171,069</u>	<u>3,440,321</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
96900	TOTAL OPERATING EXPENSE	<u>6,744,012</u>	<u>8,671,139</u>	<u>8</u>	<u>18,783,299</u>	<u>622,158</u>	<u>6,443,806</u>
97000	EXCESS OPERATING REVENUE	<u>363,718</u>	<u>14,042,373</u>	<u>719,525</u>	<u>7,181,859</u>	<u>0</u>	<u>111,240,461</u>

Resident Opportunity and Supportive Services 14.870	Mainstream Vouchers 14.879	State/Local	Public Housing CARES Act Funding 14.PHC	Maintstream Vouchers CARES Act Funding 14.MSC	HVC CARES Act Funding 14.HCC	Central Office Cost Center CARES Act Funding 14.CCC	Central Office Cost Center	Elimination	TOTAL
0	0	0	608,385	0	0	0	16,151	0	4,610,590
0	0	0	16,419	0	0	0	39,264	0	1,842,120
0	0	0	0	0	0	0	100,959	0	4,342,688
0	0	0	0	0	0	0	24,863	0	596,431
0	0	0	0	0	0	0	8,687	0	88,231
0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	39,618
0	0	0	0	0	0	0	1,582	0	399,329
0	0	0	0	0	0	0	0	0	21,811
0	0	0	0	0	0	0	0	0	66,339
0	0	0	0	0	0	0	0	0	321,852
0	0	0	0	0	0	0	1,050	0	200,512
0	0	0	0	0	0	0	17,457	0	394,037
0	0	0	0	0	0	0	36,575	0	1,209,757
0	0	0	0	0	0	0	10,745	0	1,004,771
0	0	0	202,131	0	0	0	7,023	0	1,345,455
0	0	0	826,935	0	0	0	163,397	0	12,140,853
0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	22,009	0	1,024,273
0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	22,009	0	1,024,273
0	0	0	0	0	0	0	8,421	0	875,927
0	0	0	0	0	0	0	1,175	0	196,961
0	0	0	0	0	0	0	0	0	4,027
0	0	0	0	0	0	0	44,052	0	365,548
0	0	0	0	0	0	0	53,648	0	1,442,463
0	2,180	0	0	0	0	0	70,373	0	2,240,979
0	0	0	0	0	0	0	302,609	0	685,027
0	0	0	0	0	0	0	0	0	254,901
0	0	0	0	0	0	0	0	0	270,805
0	0	0	0	0	0	0	0	0	1,360
0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0
0	2,180	0	0	0	0	0	372,982	0	3,453,072
0	0	0	0	0	0	0	0	0	3,585,157
0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	26,233
0	0	0	0	0	0	0	0	0	3,611,390
822	99,350	11,077	1,627,591	44,973	3,071,602	197,990	8,069,338	(7,219,573)	47,167,592
0	1,125,153	0	0	0	0	0	611,773	0	135,284,862

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

SCHEDULE OF EXPENDITURES OF FEDERAL FINANCIAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Type	Federal CFDA #	Expenditures
<u>FEDERAL GRANTOR</u>			
<u>U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT:</u>			
Public Housing:			
Public and Indian Housing	A - Major	14.850	\$ 12,160,158
COVID-19 - Public and Indian Housing	A - Major	14.850	<u>1,627,591</u>
Total - Public and Indian Housing			13,787,749
 Public Housing Capital Fund Program	 A - Major	 14.872	 5,072,535
 Resident Opportunity and Supportive Services	 B - Nonmajor	 14.870	 822
Section 8 Housing Assistance Program:			
Section 8 Housing Choice Voucher (cluster)	A - Major	14.871	116,159,315
COVID-19 - Section 8 Housing Choice Voucher (cluster)	A - Major	14.871	<u>3,071,602</u>
Total - Section 8 Housing Choice Voucher (cluster)			119,230,917
 Mainstream Vouchers (cluster)	 A - Major	 14.879	 1,224,503
COVID-19 - Mainstream Vouchers (cluster)	A - Major	14.879	<u>44,973</u>
Total - Mainstream Vouchers (cluster)			1,269,476
Family Self Sufficiency - Combined Program:			
PIH Family Self-Sufficiency Program	B - Nonmajor	14.896	<u>622,158</u>
 TOTAL FEDERAL FINANCIAL AWARDS			 \$ <u>139,983,657</u>
 Threshold for Type A & Type B			 \$ <u>3,000,000</u>

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, Nevada

NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2020

NOTE A - BASIS OF PRESENTATION:

The accompanying schedule of expenditures of federal awards includes the federal grant activity of the Authority and is presented on the full accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Uniform Guidance.

NOTE B - SUB-RECIPIENTS:

The Authority provided no federal awards to sub-recipients during the fiscal year ending September 30, 2020.

NOTE C - DISCLOSURE OF OTHER FORMS OF ASSISTANCE:

- The Authority received no federal awards of non-monetary assistance that are required to be disclosed for the year ended September 30, 2020.
- The Authority had no loans or loan guarantees to be disclosed as of September 30, 2020.
- The auditee did not elect to use the 10% de minimis cost rate.
- There were no federally restricted endowment funds required to be disclosed for the fiscal year ended September 30, 2020.
- The Authority maintains the following limits of insurance as of September 30, 2020:

Property	\$ 360,981,685
Equipment Breakdown	\$ 100,000,000
Flood	\$ 250,000
Liability	\$ 2,000,000
Public Officials	\$ 1,000,000
Worker Compensation	Statutory
Employee Practice	\$ 1,000,000
Auto Liability	\$ 700,000

Settled claims have not exceeded the above limits over the past three years.

TAB 16

Statement of Capital Improvements

Even though the new Capital Fund Rule effective November 25, 2013 decouples de Capital Fund forms from the larger PHA Plan submission; the SNRHA will complete and submit the *Capital Fund Program Annual Statement/Performance and Evaluation Report*, form HUD-50075.1, for each current and open CFP grant as part of their Agency Plan Annual Plan process.

- The Capital Fund Program Annual Statement are provided as an attachment to the PHA Plan as follows:
 - CFP NV01P018501- 21

- The Capital Fund Performance and Evaluation (P&E) Reports as of **10/08/2020** are provided as attachments to the PHA Plan as follows:
 - CFP NV01P018501-20
 - CFP NV01P018501-19
 - CFP NV01P018501-18
 - CFP NV01P018501-17

- Annual Statement Capital Fund Grant (Grant Number NV01P018501- 21). Total funds of \$4,839,376.00. The SNRHA will be utilizing portions of this Grant for the, Otto Merida RAD and possible James Downs Towers and Marble Manor Mixed Finance Projects.

- Performance and Evaluation Reports for open grants as of 10/08/2020. These include:
 - FFY 2020
 - Annual Statement Capital Fund Grant (Grant Number NV01P018501-20). Total funds of \$4,615,860.00. The SNRHA will be utilizing portion of this Grant for the Archie Grant Park RAD Conversion and Wardelle Street Townhouses Mixed Finance Project.

 - FFY 2019
 - Annual Statement Capital Fund Grant (Grant Number NV01P018501-19). Total funds of \$4,703,273.00 The SNRHA will be utilizing portion of this Grant for the Archie Grant Park RAD Conversion and Wardelle Street Townhouses Mixed Finance Project.

 - FFY 2018
 - Annual Statement Capital Fund Grant (Grant Number NV01P018501-18). Total funds of \$4,889,270.00 The SNRHA will be utilizing portion of this Grant for the Espinoza RAD Conversion and Wardelle Street Townhouses Mixed Finance Project.
 -

 - FFY 2017
 - Annual Statement Capital Fund Grant (Grant Number NV01P018501-17). Total funds of \$3,157,888.00 The SNRHA will be utilizing portion of this Grant for the Espinoza RAD Conversion.

Statement of Capital Improvements

C.1 Capital Improvements:

The Five Year Action Plan has been updated to provide the estimated reduction of the CFP allocation FY2017-FY2021 as the result of the proposed conversions under RAD.
See HUD Form- 50075.2 approved by HUD on **10/08/2020**.

A

Capital Fund Program - Five-Year Action Plan

Status: Approved Approval Date: 06/11/2020 Approved By: EPIC SYSTEM

Part I: Summary		Locality (City/County & State)					Revised 5-Year Plan (Revision No:)				
PHA Name: Southern Nevada Regional Housing Authority		<input type="checkbox"/> Original 5-Year Plan					<input checked="" type="checkbox"/> Revised 5-Year Plan				
PHA Number: NV018		Work Statement for Year 1 2018	Work Statement for Year 2 2019	Work Statement for Year 3 2020	Work Statement for Year 4 2021	Work Statement for Year 5 2022	Work Statement for Year 1 2018	Work Statement for Year 2 2019	Work Statement for Year 3 2020	Work Statement for Year 4 2021	Work Statement for Year 5 2022
A.	Development Number and Name	\$4,875,386.00	\$4,061,121.00	\$3,269,318.00	\$1,823,792.00	\$1,948,792.00	\$4,875,386.00	\$4,061,121.00	\$3,269,318.00	\$1,823,792.00	\$1,948,792.00
	AUTHORITY-WIDE										
	LUBERKHA JOHNSON ESTATES (PERRY PLAZA)	\$13,894.00					\$13,894.00				
	SCATTERED SITES (NV018002310)		\$395,551.00		\$659,771.00	\$659,771.00		\$395,551.00	\$659,771.00	\$659,771.00	\$659,771.00
	SCATTERED SITES (NV018002409)		\$123,000.00		\$659,771.00	\$659,771.00		\$123,000.00	\$659,771.00	\$659,771.00	\$659,771.00
	FAMILY 2 (NV018002407)		\$123,601.00	\$978,975.00	\$245,000.00	\$245,000.00		\$123,601.00	\$978,975.00	\$245,000.00	\$245,000.00
	FAMILY 3 (NV018002408)			\$342,000.00	\$100,000.00				\$342,000.00	\$100,000.00	
	HENDERSON (NV018002404)				\$50,000.00	\$50,000.00			\$50,000.00	\$50,000.00	\$50,000.00
	ELDERLY WEST 1 (NV018002402)				\$25,000.00				\$25,000.00		

Capital Fund Program - Five-Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statements (s)					
Work Statement for Year		1	2018		
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost	
	AUTHORITY-WIDE (NAWASD)			\$4,875,386.00	
ID0002	Administration (Administration (1410)-Other, Administration (1410)-Salaries, Administration (1410)-Sundry)	Administration / Central Office Costs		\$488,927.00	
ID0003	Fees & Costs (Contract Administration (1480)-Other Fees and Costs)	Construction Administrative Fees and Costs		\$366,716.00	
ID0004	Management Improvements (Non-Dwelling Site Work (1480)-Asphalt - Concrete - Paving, Non-Dwelling Site Work (1480)-Landscape)	IT System upgrades and training		\$50,000.00	
ID0005	Dwelling Structures (Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking, Dwelling Unit-Exterior (1480)-Roofs, Dwelling Unit-Exterior (1480)-Windows, Dwelling Unit-Interior (1480)-Electrical, Dwelling Unit-Interior (1480)-Flooring (non routine), Dwelling Unit-Interior (1480)-Interior Doors, Dwelling Unit-Interior (1480)-Interior Painting (non routine), Dwelling Unit-Interior (1480)-Kitchen Cabinets, Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets, Dwelling Unit-Interior (1480)-Mechanical, Dwelling Unit-Interior (1480)-Other Dwelling Unit-Interior (1480)-Plumbing)	Elevator and generator upgrades, window replacement, exterior painting, roof repair/replacement, flooring upgrades, interior and exterior energy upgrades, HVAC and heating upgrades		\$557,100.00	
ID0011	Development Activities (Dwelling Unit-Development (1480)-New Construction)	Mixed-finance development of vacant land at Wardelle Street		\$3,412,643.00	
	LUBERTHA JOHNSON ESTATES (PERRY PLAZA) (NV018013021)			\$13,884.00	

Capital Fund Program - Five-Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statements (\$)				
Work Statement for Year		2018		
1	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
ID0068	RAD Conversion Initial Year Deposit(RAD (1503))	Initial deposit for Lubertha Johnson		\$13,884.00
	Subtotal of Estimated Cost			\$4,889,270.00

Capital Fund Program - Five-Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statements (s)					
Work Statement for Year		2	2019		
Identifier	Development Number/Name	General Description of Major Work Categories		Quantity	Estimated Cost
	AUTHORITY-WIDE (NAWASD)				\$4,061,121.00
ID0001	Management Improvements(Management Improvement (1408)-System Improvements,Management Improvement (1408)-Staff Training)	IT System Upgrades and Resident/Staff Training			\$35,000.00
ID0006	Dwelling Equipment(Dwelling Unit-Interior (1480)-Appliances)	Energy Star Appliances PHA Wide			\$90,000.00
ID0015	Relocation Costs(Contract Administration (1480)-Relocation)	Relocation costs in connection with various Scattered Sites upgrades AMP 310316/409			\$24,000.00
ID0025	Roofing Upgrades(Dwelling Unit-Exterior (1480)-Roofs)	Roofing upgrades at 407 and 408			\$200,000.00
ID0026	Non-dwelling Equipment PHA Wide(Non-Dwelling Equipment-Expendable/Non-Expendable (1480)-Other)	Non-dwelling equipment			\$50,000.00
ID0064	Administration(Administration (1410)-Other,Administration (1410)-Salaries,Administration (1410)-Sundry)	Administration / Central Office Costs			\$470,327.00

Capital Fund Program - Five-Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statements (\$)					
Work Statement for Year		2	2019		
Identifier	Development Number/Name	General Description of Major Work Categories		Quantity	Estimated Cost
ID0065	Fees & Costs(Contract Administration (1480)-Other Fees and Costs)	Construction Administrative Fees and Costs			\$381,100.00
ID0066	RAD Conversions(RAD (1503))	Archie Grant			\$46,485.00
ID0067	RAD Closings(RAD Investment Activity (1504))	Archie Grant			\$301,399.00
ID0069	DWELLING STRUCTURES(Dwelling Unit-Exterior (1480)-Balconies-Porches-Railings-etc,Dwelling Unit-Exterior (1480)-Decks and Patios,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Foundations,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Tubs and Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers,Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Curb and Gutter,Dwelling Unit-Site Work (1480)-Dumpsters and Enclosures,Dwelling Unit-Site Work (1480)-Electric Distribution,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Pedestrian paving,Dwelling Unit-Site Work (1480)-Playground Areas - Equipment,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Sewer Lines - Mains,Dwelling Unit-Site Work (1480)-Signage,Dwelling Unit-Site Work (1480)-Storm Drainage,Dwelling Unit-Site Work (1480)-Stripping,Dwelling Unit-Site Work (1480)-	Interior and exterior painting, roofing, HVAC and heating upgrades/replacement, decking upgrades/repairs, elevator repair/replacement, generator repair/replacement, electrical upgrades, plumbing, cabinets,	1	\$2,120,975.00	

Capital Fund Program - Five-Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statements (\$)					
Work Statement for Year		2	2019		
Identifier	Development Number/Name	General Description of Major Work Categories		Quantity	Estimated Cost
ID0070	SITE IMPROVEMENTS(Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Curb and Gutter,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Pedestrian paving,Dwelling Unit-Site Work (1480)-Playground Areas - Equipment,Dwelling Unit-Site Work (1480)-Seal Coat)	Energy upgrades, parking lot repair/upgrades, exterior lighting repair/upgrades			\$291,835.00
ID0071	NON-DWELLING UPGRADES(Non-Dwelling Exterior (1480)-Balconies and Railings,Non-Dwelling Exterior (1480)-Canopies,Non-Dwelling Exterior (1480)-Doors,Non-Dwelling Exterior (1480)-Foundation,Non-Dwelling Exterior (1480)-Gutters - Downspouts,Non-Dwelling Exterior (1480)-Landings and Railings,Non-Dwelling Exterior (1480)-Lighting,Non-Dwelling Exterior (1480)-Mail Facilities,Non-Dwelling Exterior (1480)-Other,Non-Dwelling Exterior (1480)-Paint and Caulking,Non-Dwelling Exterior (1480)-Roofs,Non-Dwelling Exterior (1480)-Siding,Non-Dwelling Exterior (1480)-Soffits,Non-Dwelling Exterior (1480)-Stairwells and Fire Escapes,Non-Dwelling Exterior (1480)-Tuck Pointing,Non-Dwelling Exterior (1480)-Windows,Non-Dwelling Interior (1480)-Administrative Building,Non-Dwelling Interior (1480)-Appliances,Non-Dwelling Interior (1480)-Common Area Bathrooms,Non-Dwelling Interior (1480)-Common Area Finishes,Non-Dwelling Interior (1480)-Common Area Flooring,Non-Dwelling Interior (1480)-Common Area Kitchens,Non-Dwelling Interior (1480)-Common Area Painting,Non-Dwelling Interior (1480)-Common Area Washers,Non-Dwelling Interior (1480)-Community Building,Non-Dwelling Interior (1480)-Doors,Non-Dwelling Interior (1480)-Electrical,Non-Dwelling Interior (1480)-Laundry Areas,Non-Dwelling Interior (1480)-Mechanical,Non-Dwelling Interior (1480)-Other,Non-Dwelling Interior (1480)-Plumbing,Non-Dwelling Interior (1480)-Security,Non-Dwelling Interior (1480)-Shop,Non-Dwelling Interior (1480)-Storage Area,Non-Dwelling Site Work (1480)-Asphalt - Concrete - Paving,Non-Dwelling Site Work (1480)-Curb and Gutter,Non-Dwelling Site Work (1480)-Dumpster and Enclosures,Non-Dwelling Site Work (1480)-Fence Painting,Non-Dwelling Site Work (1480)-Fencing,Non-Dwelling Site Work (1480)-Landscaping,Non-Dwelling Site Work (1480)-Lighting,Non-Dwelling Site Work (1480)-Playground Areas - Equipment,Non-Dwelling Site Work (1480)-Site Utilities,Non-Dwelling Site Work (1480)-Storm	Non-dwelling upgrades PHA wide			\$50,000.00
ID0016	SCATTERED SITES (NV018002310) Energy Upgrades / Modernization(Dwelling Unit-Exterior (1480)-Balconies-Porches-Railings-etc,Dwelling Unit-Exterior (1480)-Building Slab,Dwelling Unit-Exterior (1480)-Canopies,Dwelling Unit-Exterior (1480)-Carports - Surface Garage,Dwelling Unit-Exterior (1480)-Columns and Porches,Dwelling Unit-Exterior (1480)-Decks and Patios,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Exterior Stairwells - Fire Escape,Dwelling Unit-Exterior (1480)-Foundations,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior	Energy upgrades / modernization of various scattered sites AMPs 310 and 316			\$395,551.00

Capital Fund Program - Five-Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statements (s)					
Work Statement for Year		2	2019		
Identifier	Development Number/Name	General Description of Major Work Categories		Quantity	Estimated Cost
	(1480)-Landings and Railings,Dwelling Unit-Exterior (1480)-Mail Facilities,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Stairwells - Fire Escapes,Dwelling Unit-Exterior (1480)-Tuck-Pointing,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers)				\$123,000.00
ID0017	SCATTERED SITES (NV018002409)	Energy Upgrades / Modernization(Dwelling Unit-Exterior (1480)-Balconies-Porches-Railings-etc,Dwelling Unit-Exterior (1480)-Building Slab,Dwelling Unit-Exterior (1480)-Canopies,Dwelling Unit-Exterior (1480)-Carpports - Surface Garage,Dwelling Unit-Exterior (1480)-Columns and Porches,Dwelling Unit-Exterior (1480)-Decks and Patios,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Exterior Stairwells - Fire Escape,Dwelling Unit-Exterior (1480)-Foundations,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Landings and Railings,Dwelling Unit-Exterior (1480)-Mail Facilities,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Stairwells - Fire Escapes,Dwelling Unit-Exterior (1480)-Tuck-Pointing,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers)			\$123,000.00
	FAMILY 2 (NV018002407)				\$123,601.00

Capital Fund Program - Five-Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year		2019		
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
ID0023	Exterior Painting of Properties(Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking)	Exterior painting of a portion of our properties AMP 407		\$23,601.00
ID0024	Exterior Lighting and Parking Lot Upgrades(Non-Dwelling Exterior (1480)-Lighting,Non-Dwelling Site Work (1480)-Asphalt - Concrete - Paving)	Exterior lighting and parking lot upgrades at a portion of our properties AMP 407		\$100,000.00
	Subtotal of Estimated Cost			\$4,703,273.00

Capital Fund Program - Five-Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statements (s)			
Work Statement for Year 3		2020	
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity
			Estimated Cost
ID0027	AUTHORITY-WIDE (NAWASD) RAD Portfolio Conversion - Group 1 (Dwelling Unit-Development (1480)-New Construction, Dwelling Unit-Development (1480)-Other, Dwelling Unit-Development (1480)-Site Acquisition, Dwelling Unit-Interior (1480)-Appliances, Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks, Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical), Dwelling Unit-Interior (1480)-Call-for-Aid Systems, Dwelling Unit-Interior (1480)-Commodities, Dwelling Unit-Interior (1480)-Electrical, Dwelling Unit-Interior (1480)-Flooring (non routine), Dwelling Unit-Interior (1480)-Interior Doors, Dwelling Unit-Interior (1480)-Interior Painting (non routine), Dwelling Unit-Interior (1480)-Kitchen Cabinets, Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets, Dwelling Unit-Interior (1480)-Mechanical, Dwelling Unit-Interior (1480)-Other, Dwelling Unit-Interior (1480)-Plumbing, Dwelling Unit-Interior (1480)-Tubs and Showers	Unit upgrades for multiple properties and/or new construction	\$3,269,318.00
ID0029	Energy Upgrades / Modernization Scattered Sites (Dwelling Unit-Exterior (1480)-Balconies-Porches-Railings-etc, Dwelling Unit-Exterior (1480)-Building Slab, Dwelling Unit-Exterior (1480)-Canopies, Dwelling Unit-Exterior (1480)-Carpors -Surface Garage, Dwelling Unit-Exterior (1480)-Columns and Porches, Dwelling Unit-Exterior (1480)-Decks and Patios, Dwelling Unit-Exterior (1480)-Exterior Doors, Dwelling Unit-Exterior (1480)-Exterior Lighting, Dwelling Unit-Exterior (1480)-Exterior Stairwells - Fire Escape, Dwelling Unit-Exterior (1480)-Foundations, Dwelling Unit-Exterior (1480)-Gutters - Downspouts, Dwelling Unit-Exterior (1480)-Landings and Railings, Dwelling Unit-Exterior (1480)-Mail Facilities, Dwelling Unit-Exterior (1480)-Other, Dwelling Unit-Exterior (1480)-Roofs, Dwelling Unit-Exterior (1480)-Siding, Dwelling Unit-Exterior (1480)-Soffits, Dwelling Unit-Exterior (1480)-Stairwells - Fire Escapes, Dwelling Unit-Exterior (1480)-Tuck-Pointing, Dwelling Unit-Exterior (1480)-Windows, Dwelling Unit-Interior (1480)-Appliances, Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks, Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical), Dwelling Unit-Interior (1480)-Call-for-Aid Systems, Dwelling Unit-Interior (1480)-Commodities, Dwelling Unit-Interior (1480)-Electrical, Dwelling Unit-Interior (1480)-Flooring (non routine), Dwelling Unit-Interior (1480)-Kitchen Cabinets, Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets, Dwelling Unit-Interior (1480)-Mechanical, Dwelling Unit-Interior (1480)-Interior Painting (non routine), Dwelling Unit-Interior (1480)-Plumbing, Dwelling Unit-Interior (1480)-Tubs and Showers, Dwelling Unit-Interior (1480)-Asphalt-Concrete - Paving, Dwelling Unit-Site Work (1480)-Curb and Gutter, Dwelling Unit-Site Work (1480)-Dumpsters and Enclosures, Dwelling Unit-Site Work (1480)-Electric Distribution, Dwelling Unit-Site Work (1480)-Fence Painting, Dwelling Unit-Site Work (1480)-Fencing, Dwelling Unit-Site Work (1480)-Landscape, Dwelling Unit-Site Work (1480)-Lighting, Dwelling Unit-Site Work (1480)-Other, Dwelling Unit-Site Work (1480)-Parking, Dwelling Unit-Site Work (1480)-Pedestrian paving, Dwelling Unit-Site Work (1480)-Playground Areas - Equipment, Dwelling Unit-Site Work	Energy upgrades and modernization of various Scattered Site units AMP 310/316	\$215,000.00

Capital Fund Program - Five-Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statements (\$)			
Work Statement for Year		3	2020
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity
	Work (1480)-Sewer Lines - Mains,Dwelling Unit-Site Work (1480)-Signage,Dwelling Unit-Site Work (1480)-Storm Drainage,Dwelling Unit-Site Work (1480)-Striping,Dwelling Unit-Site Work (1480)-Water Lines/Mains)		
ID0032	Dwelling Equipment(Dwelling Unit-Interior (1480)-Appliances)	Energy Star Appliances PHA Wide	\$25,000.00
ID0033	Interior and Exterior Dwelling Structure Upgrades(Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Call-for-Aid Systems,Dwelling Unit-Interior (1480)-Commodore,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers,Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Landscapes,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Exterior (1480)-Columns and Porches,Dwelling Unit-Exterior (1480)-Decks and Patios,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Exterior Stairwells - Fire Escape,Dwelling Unit-Exterior (1480)-Foundations,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Landings and Railings,Dwelling Unit-Exterior (1480)-Mail Facilities,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Stairwells - Fire Escapes,Dwelling Unit-Exterior (1480)-Tuck-Pointing,Dwelling Unit-Exterior (1480)-Windows)	Elevator repair/replacement, HVAC/Heating repair/replacement, window replacement, painting and other upgrades at AMP 402 and 403	\$1,444,189.00
ID0072	MANAGEMENT IMPROVEMENT(Management Improvement (1408)-Empowerment Activities,Management Improvement (1408)-Equal Opportunity,Management Improvement (1408)-Other,Management Improvement (1408)-RMC Costs,Management Improvement (1408)-Security Improvements (not police or guard-non-physical),Management Improvement (1408)-Staff Training,Management Improvement (1408)-System Improvements)	IT System upgrades, training	\$35,000.00

Capital Fund Program - Five-Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 3		2020		
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
ID0073	ADMINISTRATION(Administration (1410)-Other,Administration (1410)-Salaries,Administration (1410)-Sundry)	Central Cost Center		\$459,029.00
ID0074	FEES AND COSTS(Contract Administration (1480)-Other Fees and Costs)	Construction Administration, A&E Services and Consultants		\$391,100.00
ID0075	SITE IMPROVEMENTS(Non-Dwelling Exterior (1480)-Lighting,Non-Dwelling Site Work (1480)-Asphalt - Concrete - Paving,Non-Dwelling Site Work (1480)-Curb and Gutter,Non-Dwelling Site Work (1480)-Dumpster and Enclosures,Non-Dwelling Site Work (1480)-Fence Painting,Non-Dwelling Site Work (1480)-Fencing,Non-Dwelling Site Work (1480)-Landscaping,Non-Dwelling Site Work (1480)-Lighting,Non-Dwelling Site Work (1480)-Playground Areas - Equipment,Non-Dwelling Site Work (1480)-Signage,Non-Dwelling Site Work (1480)-Site Utilities,Non-Dwelling Site Work (1480)-Storm Drainage) FAMILY 2 (NV018002407)	Exterior lighting, landscaping and other upgrades PHA wide		\$200,000.00
ID0035	Exterior Upgrades(Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving)	Window, roofing, HVAC/Heating and exterior painting at AMP 407		\$978,975.00
	FAMILY 3 (NV018002408)			\$342,000.00
ID0036	Exterior Upgrades(Dwelling Unit-Exterior (1480)-Balconies-Porches-Railings-etc,Dwelling Unit-Exterior (1480)-Building Slab,Dwelling Unit-Exterior (1480)-Canopies,Dwelling Unit-Exterior (1480)-Carports -Surface Garage,Dwelling Unit-Exterior (1480)-Columns and Porches,Dwelling Unit-Exterior (1480)-Decks and Patios,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Exterior Stairwells - Fire Escape,Dwelling Unit-Exterior	Window and other upgrades at AMP 408		\$342,000.00

Capital Fund Program - Five-Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statements (\$)			
Work Statement for Year		3	2020
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity
	Foundations, Dwelling Unit-Exterior (1480)-Gutters - Downspouts, Dwelling Unit-Exterior (1480)-Landings and Railings, Dwelling Unit-Exterior (1480)-Mail Facilities, Dwelling Unit-Exterior (1480)-Other, Dwelling Unit-Exterior (1480)-Roofs, Dwelling Unit-Exterior (1480)-Siding, Dwelling Unit-Exterior (1480)-Soffits, Dwelling Unit-Exterior (1480)-Stairwells - Fire Escapes, Dwelling Unit-Exterior (1480)-Tuck-Pointing, Dwelling Unit-Exterior (1480)-Windows		
	Subtotal of Estimated Cost		\$4,590,293.00

Capital Fund Program - Five-Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year		4	2021	
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	AUTHORITY-WIDE (NAWASD)			\$1,823,792.00
ID0039	RAD Portfolio Conversion - Group 1(Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Call-for-Aid Systems,Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers) Dwelling Equipment(Dwelling Unit-Interior (1480)-Appliances)	Unit upgrades for multiple properties		\$1,768,792.00
ID0044		Energy Star Appliances PHA Wide		\$25,000.00
ID0045	Interior and Exterior Unit Upgrades(Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Exterior (1480)-Columns and Porches,Dwelling Unit-Exterior (1480)-Decks and Patios,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Exterior Stairwells - Fire Escape,Dwelling Unit-Exterior (1480)-Foundations,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Landings and Railings,Dwelling Unit-Exterior (1480)-Mail Facilities,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Stairwells - Fire Escapes,Dwelling Unit-Exterior (1480)-Tuck-Pointing,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Call-for-Aid Systems,Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers,Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Parking)	Various interior and exterior upgrades and screen door installations, door upgrades, mail slot upgrades PHA Wide		\$30,000.00

Capital Fund Program - Five-Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statements (s)					
Work Statement for Year		4	2021		
Identifier	Development Number/Name	General Description of Major Work Categories		Quantity	Estimated Cost
ID0040	SCATTERED SITES (NV018002310)	Energy Upgrades / Modernization(Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers,Dwelling Unit-Exterior (1480)-Building Slab,Dwelling Unit-Exterior (1480)-Balconies-Porches-Railings-etc,Dwelling Unit-Exterior (1480)-Canopies,Dwelling Unit-Exterior (1480)-Carports -Surface Garage,Dwelling Unit-Exterior (1480)-Columns and Porches,Dwelling Unit-Exterior (1480)-Decks and Patios,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Exterior Stairwells - Fire Escapes,Dwelling Unit-Exterior (1480)-Foundations,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Landings and Railings,Dwelling Unit-Exterior (1480)-Mail Facilities,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Stairwells - Fire Escapes,Dwelling Unit-Exterior (1480)-Tuck-Pointing,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors)			\$647,771.00
ID0041	SCATTERED SITES Relocation(Contract Administration (1480)-Relocation)	Relocation in connection with the energy upgrades and modernization of various Scattered Site units AMP 310/316			\$12,000.00
ID0042	SCATTERED SITES (NV018002409)	Relocation in connection with the energy upgrades and modernization of various Scattered Site units AMP 409			\$659,771.00

Capital Fund Program - Five-Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year		4	2021	
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
ID0043	Energy Upgrades / Modernization(Dwelling Unit-Exterior (1480)-Balconies, Porches, Railings- etc, Dwelling Unit-Exterior (1480)-Building Slab, Dwelling Unit-Exterior (1480)-Canopies, Dwelling Unit-Exterior (1480)-Carports -Surface Garage, Dwelling Unit-Exterior (1480)-Columns and Porches, Dwelling Unit-Exterior (1480)-Decks and Patios, Dwelling Unit-Exterior (1480)-Exterior Doors, Dwelling Unit-Exterior (1480)-Exterior Lighting, Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking, Dwelling Unit-Exterior (1480)-Exterior Stairwells - Fire Escape, Dwelling Unit-Exterior (1480)-Foundations, Dwelling Unit-Exterior (1480)-Gutters - Downspouts, Dwelling Unit-Exterior (1480)-Landings and Railings, Dwelling Unit-Exterior (1480)-Mail Facilities, Dwelling Unit-Exterior (1480)-Other, Dwelling Unit-Exterior (1480)-Roofs, Dwelling Unit-Exterior (1480)-Siding, Dwelling Unit-Exterior (1480)-Soffits, Dwelling Unit-Exterior (1480)-Stairwells - Fire Escapes, Dwelling Unit-Exterior (1480)-Tuck-Pointing, Dwelling Unit-Exterior (1480)-Windows, Dwelling Unit-Interior (1480)-Appliances, Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks, Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical), Dwelling Unit-Interior (1480)-Commodities, Dwelling Unit-Interior (1480)-Electrical, Dwelling Unit-Interior (1480)-Flooring (non routine), Dwelling Unit-Interior (1480)-Interior Doors, Dwelling Unit-Interior (1480)-Interior Painting (non routine), Dwelling Unit-Interior (1480)-Kitchen Cabinets, Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets, Dwelling Unit-Interior (1480)-Mechanical, Dwelling Unit-Interior (1480)-Other, Dwelling Unit-Interior (1480)-Plumbing, Dwelling Unit-Interior (1480)-Tubs and Showers)	Energy upgrades / modernization of various scattered sites AMP 409		\$647,771.00
ID0046	Desert Landscaping(Dwelling Unit-Site Work (1480)-Landscape)	Desert landscaping of a portion of AMP 407		\$100,000.00
ID0047	Parking Lot and Exterior Lighting Upgrades(Dwelling Unit-Site Work (1480)-Lighting, Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving)	Parking lot and exterior lighting upgrades at a portion of AMP 407		\$100,000.00
ID0051	Non-dwelling Units Upgrades(Non-Dwelling Exterior (1480)-Balconies and Railings, Non-Dwelling Exterior (1480)-Canopies, Non-Dwelling Exterior (1480)-Doors, Non-Dwelling Exterior (1480)-Foundation, Non-Dwelling Exterior (1480)-Gutters - Downspouts, Non-Dwelling Exterior (1480)-Landings and Railings, Non-Dwelling Exterior (1480)-Lighting, Non-Dwelling Exterior (1480)-Mail Facilities, Non-Dwelling Exterior (1480)-Paint and Caulking, Non-Dwelling Exterior (1480)-Roofs, Non-Dwelling Exterior (1480)-Siding, Non-Dwelling Exterior (1480)-Soffits, Non-Dwelling	Non-dwelling units upgrades at AMP 407		\$45,000.00

Capital Fund Program - Five-Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statements (\$)				
Work Statement for Year		2021		
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	(1480)-Stairwells and Fire Escapes, Non-Dwelling Exterior (1480)-Windows, Non-Dwelling Interior (1480)-Administrative Building, Non-Dwelling Interior (1480)-Common Area Bathrooms, Non-Dwelling Interior (1480)-Common Area Finishes, Non-Dwelling Interior (1480)-Common Area Flooring, Non-Dwelling Interior (1480)-Common Area Kitchens, Non-Dwelling Interior (1480)-Common Area Painting, Non-Dwelling Interior (1480)-Common Area Washers, Non-Dwelling Interior (1480)-Community Building, Non-Dwelling Interior (1480)-Doors, Non-Dwelling Interior (1480)-Electrical, Non-Dwelling Interior (1480)-Laundry Areas, Non-Dwelling Interior (1480)-Mechanical, Non-Dwelling Interior (1480)-Other, Non-Dwelling Interior (1480)-Plumbing, Non-Dwelling Interior (1480)-Storage Area, Non-Dwelling Site Work (1480)-Asphalt - Concrete - Paving, Non-Dwelling Site Work (1480)-Curb and Gutter, Non-Dwelling Site Work (1480)-Dumpster and Enclosures, Non-Dwelling Site Work (1480)-Fence Painting, Non-Dwelling Site Work (1480)-Fencing, Non-Dwelling Site Work (1480)-Landscape, Non-Dwelling Site Work (1480)-Lighting, Non-Dwelling Site Work (1480)-Signage, Non-Dwelling Site Work (1480)-Site Utilities, Non-Dwelling Site Work (1480)-Storm Drainage)			
ID0048	HENDERSON (NV018002404)			\$50,000.00
	Increase the perimeter wall height(Dwelling Unit-Site Work (1480)-Fencing)	Increase of the perimeter wall height at AMP 404		\$50,000.00
	FAMILY 3 (NV018002408)			\$100,000.00
ID0049	Roofing Upgrades(Dwelling Unit-Exterior (1480)-Roofs)	Roofing upgrades at AMP 408		\$100,000.00

Capital Fund Program - Five-Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statements (\$)				
Work Statement for Year		4	2021	
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	ELDERLY WEST 1 (NV018002402)			\$25,000.00
ID0050	Upgrades to Access Control System(Management Improvement (1408)-Security Improvements (not police or guard-non-physical))	Upgrade Tricon/Access Control System at AMP 402		\$25,000.00
	Subtotal of Estimated Cost			\$3,563,334.00

Capital Fund Program - Five-Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statements (\$)				
Work Statement for Year		5	2022	
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	AUTHORITY-WIDE (NAWASD)			\$1,948,792.00
ID0052	RAD Portfolio Conversion - Group 1 (Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Call-for-Aid Systems,Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other Dwellings, Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers) Dwelling Equipment(Dwelling Unit-Interior (1480)-Appliances)	Unit upgrades for multiple properties		\$1,793,792.00
ID0057		Energy Star Appliances PHA Wide		\$25,000.00
ID0058	Interior and Exterior Unit Upgrades(Dwelling Unit-Exterior (1480)-Columns and Porches,Dwelling Unit-Exterior (1480)-Decks and Patios,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Exterior Stairwells - Fire Escape,Dwelling Unit-Exterior (1480)-Foundations,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Landings and Railings,Dwelling Unit-Exterior (1480)-Mail Facilities,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Stairwells - Fire Escapes,Dwelling Unit-Exterior (1480)-Tuck-Pointing,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Call-for-Aid Systems,Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers,Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Parking)	Various interior and exterior upgrades and screen door installations, door upgrades, mail slot upgrades PHA Wide		\$30,000.00

Capital Fund Program - Five-Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statements (\$)					
Work Statement for Year		5	2022		
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost	
ID0059	Boilers/Chillers/Generators Upgrades(Non-Dwelling Construction - Mechanical (1480)-Central Boiler,Non-Dwelling Construction - Mechanical (1480)-Central Chiller,Non-Dwelling Construction - Mechanical (1480)-Generator)	Boiler, Chiller, Generator upgrades at AMP 402 and 403		\$100,000.00	
ID0053	SCATTERED SITES (NV018002310)	Energy Upgrades / Modernization(Dwelling Unit-Exterior (1480)-Balconies-Porches-Railings-etc,Dwelling Unit-Exterior (1480)-Building Slab,Dwelling Unit-Exterior (1480)-Canopies,Dwelling Unit-Exterior (1480)-Carpents - Surface Garage,Dwelling Unit-Exterior (1480)-Columns and Porches,Dwelling Unit-Exterior (1480)-Decks and Patios,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Exterior Stairwells - Fire Escape,Dwelling Unit-Exterior (1480)-Foundations,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Landings and Railings,Dwelling Unit-Exterior (1480)-Mail Facilities,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Exterior (1480)-Stairwells - Fire Escapes,Dwelling Unit-Exterior (1480)-Tuck-Pointing,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers)	Energy upgrades / modernization of various scattered sites AMP 310/316		\$647,771.00
ID0054	SCATTERED SITES (NV018002409)	Relocation in connection with the energy upgrades and modernization of various Scattered Site units AMP 310/316		\$12,000.00	
				\$659,771.00	

Capital Fund Program - Five-Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statements (s)

Work Statement for Year		5	2022	
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
ID0055	Energy Upgrades / Modernization(Dwelling Unit-Exterior (1480)-Balconies-Porches-Railings-etc,Dwelling Unit-Exterior (1480)-Building Slab,Dwelling Unit-Exterior (1480)-Canopies,Dwelling Unit-Exterior (1480)-Carports -Surface Garage,Dwelling Unit-Exterior (1480)-Columns and Porches,Dwelling Unit-Exterior (1480)-Decks and Patios,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Exterior Stairwells - Fire Escape,Dwelling Unit-Exterior (1480)-Foundations,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Landings and Railings,Dwelling Unit-Exterior (1480)-Mail Facilities,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Stairwells - Fire Escapes,Dwelling Unit-Exterior (1480)-Tuck-Pointing,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers)	Energy upgrades / modernization of various scattered sites AMP 409		\$647,771.00
ID0056	Scattered Sites Relocation(Contract Administration (1480)-Relocation)	Relocation in connection with the energy upgrades and modernization of various Scattered Site units AMP 409		\$12,000.00
	FAMILY 2 (NV018002407)			\$245,000.00
ID0060	Desert Landscaping(Dwelling Unit-Site Work (1480)-Landscape)	Desert landscaping of a portion of AMP 407		\$100,000.00
ID0061	Parking Lot and Exterior Lighting Upgrades(Dwelling Unit-Site Work (1480)-Asphalt- Concrete - Paving,Dwelling Unit-Site Work (1480)-Lighting)	Parking lot and exterior lighting upgrades at a portion of AMP 407		\$100,000.00

Capital Fund Program - Five-Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statements (\$)				
Work Statement for Year		5	2022	
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
ID0063	Non-dwelling Units Upgrades(Non-Dwelling Exterior (1480)-Stairwells and Fire Escapes,Non-Dwelling Exterior (1480)-Windows,Non-Dwelling Interior (1480)-Administrative Building,Non-Dwelling Interior (1480)-Common Area Bathrooms,Non-Dwelling Interior (1480)-Common Area Finishes,Non-Dwelling Interior (1480)-Common Area Flooring,Non-Dwelling Interior (1480)-Common Area Kitchens,Non-Dwelling Interior (1480)-Common Area Painting,Non-Dwelling Interior (1480)-Common Area Washers,Non-Dwelling Interior (1480)-Community Building,Non-Dwelling Interior (1480)-Doors,Non-Dwelling Interior (1480)-Electrical,Non-Dwelling Interior (1480)-Laundry Areas,Non-Dwelling Interior (1480)-Mechanical,Non-Dwelling Interior (1480)-Other,Non-Dwelling Interior (1480)-Plumbing,Non-Dwelling Interior (1480)-Storage Area,Non-Dwelling Site Work (1480)-Asphalt - Concrete - Paving,Non-Dwelling Site Work (1480)-Curb and Gutter,Non-Dwelling Site Work (1480)-Dumpster and Enclosures,Non-Dwelling Site Work (1480)-Fence Painting,Non-Dwelling Site Work (1480)-Fencing,Non-Dwelling Site Work (1480)-Landscape,Non-Dwelling Site Work (1480)-Lighting,Non-Dwelling Site Work (1480)-Signage,Non-Dwelling Site Work (1480)-Site Utilities,Non-Dwelling Site Work (1480)-Storm Drainage,Non-Dwelling Exterior (1480)-Balconies and Railings,Non-Dwelling Exterior (1480)-Canopies,Non-Dwelling Exterior (1480)-Doors,Non-Dwelling Exterior (1480)-Foundation,Non-Dwelling Exterior (1480)-Gutters - Downspouts,Non-Dwelling Exterior (1480)-Landings and Railings,Non-Dwelling Exterior (1480)-Lighting,Non-Dwelling Exterior (1480)-Mail Facilities,Non-Dwelling Exterior (1480)-Paint and Caulking,Non-Dwelling Exterior (1480)-Roofs,Non-Dwelling Exterior (1480)-Siding,Non-Dwelling Exterior (1480)-Suffins)	Non-dwelling units upgrades at AMP 407		\$45,000.00
	HENDERSON (NV018002404)			\$50,000.00
ID0062	Increase the perimeter wall height(Dwelling Unit- Site Work (1480)-Fencing)	Increase of the perimeter wall height at AMP 404		\$50,000.00
	Subtotal of Estimated Cost			\$3,563,334.00

Capital Fund Program - Five-Year Action Plan

Part III: Supporting Pages - Management Needs Work Statements (\$)		
Work Statement for Year	2018	
Development Number/Name	General Description of Major Work Categories	Estimated Cost
Housing Authority Wide		
Administration (1410)-Other,Administration (1410)-Salaries,Administration (1410)-Sundry)		\$488,927.00
Fees & Costs(Contract Administration (1480)-Other Fees and Costs)		\$366,716.00
Management Improvements(Non-Dwelling Site Work (1480)-Asphalt - Concrete - Paving,Non-Dwelling Site Work (1480)-Landscape)		\$50,000.00
Dwelling Structures(Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing)		\$557,100.00
Development Activities(Dwelling Unit-Development (1480)-New Construction)		\$3,412,643.00
Subtotal of Estimated Cost		\$4,875,386.00

Capital Fund Program - Five-Year Action Plan

Part III: Supporting Pages - Management Needs Work Statements (s)		
Work Statement for Year	2019	
Development Number/Name	General Description of Major Work Categories	Estimated Cost
Housing Authority Wide		
Management Improvements(Management Improvement (1408)-System Improvements,Management Improvement (1408)-Staff Training)		\$35,000.00
Dwelling Equipment(Dwelling Unit-Interior (1480)-Appliances)		\$90,000.00
Relocation Costs(Contract Administration (1480)-Relocation)		\$24,000.00
Roofing Upgrades(Dwelling Unit-Exterior (1480)-Roofs)		\$200,000.00
Non-dwelling Equipment PHA Wide(Non-Dwelling Equipment-Expendable/Non-Expendable (1480)-Other)		\$50,000.00
Administration(Administration (1410)-Other,Administration (1410)-Salaries,Administration (1410)-Sundry)		\$470,327.00

Capital Fund Program - Five-Year Action Plan

Part III: Supporting Pages - Management Needs Work Statements (\$)		
Work Statement for Year	2019	
Development Number/Name General Description of Major Work Categories		Estimated Cost
Fees & Costs(Contract Administration (1480)-Other Fees and Costs)		\$381,100.00
RAD Conversions(RAD (1503))		\$46,485.00
RAD Closings(RAD Investment Activity (1504))		\$301,399.00
DWELLING STRUCTURES(Dwelling Unit-Exterior (1480)-Balconies-Porches-Railings-etc,Dwelling Unit-Exterior (1480)-Decks and Patios,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Foundations,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (ton cycloical),Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-		\$2,120,975.00
SITE IMPROVEMENTS(Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Curb and Gutter,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Pedestrian paving,Dwelling Unit-Site Work (1480)-Playground Areas - Equipment,Dwelling Unit-Site Work (1480)-Seal Coat)		\$291,835.00
NON-DWELLING UPGRADES(Non-Dwelling Exterior (1480)-Balconies and Railings,Non-Dwelling Exterior (1480)-Canopies,Non-Dwelling Exterior (1480)-Doors,Non-Dwelling Exterior (1480)-Foundation,Non-Dwelling Exterior (1480)-Gutters - Downspouts,Non-Dwelling Exterior (1480)-Landings and Railings,Non-Dwelling Exterior (1480)-Lighting,Non-Dwelling Exterior (1480)-Mail Facilities,Non-Dwelling Exterior (1480)-Other,Non-Dwelling Exterior (1480)-Paint and Caulking,Non-Dwelling Exterior (1480)-Roofs,Non-Dwelling Exterior (1480)-Siding,Non-Dwelling Exterior (1480)-Soffits,Non-Dwelling Exterior (1480)-Stairwells		\$50,000.00
Subtotal of Estimated Cost		\$4,061,121.00

Capital Fund Program - Five-Year Action Plan

Part III: Supporting Pages - Management Needs Work Statements (s)	
Work Statement for Year	2020
Development Number/Name	Estimated Cost
General Description of Major Work Categories	
Housing Authority Wide	
RAD Portfolio Conversion - Group 1 (Dwelling Unit-Development (1480)-New Construction,Dwelling Unit-Development (1480)-Other,Dwelling Unit-Development (1480)-Site Acquisition,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Call-for-Aid Systems,Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),	\$500,000.00
Energy Upgrades / Modernization Scattered Sites(Dwelling Unit-Exterior (1480)-Balconies-Porches-Railings-etc,Dwelling Unit-Exterior (1480)-Building Slab,Dwelling Unit-Exterior (1480)-Canopies,Dwelling Unit-Exterior (1480)-Carports -Surface Garage,Dwelling Unit-Exterior (1480)-Columns and Porches,Dwelling Unit-Exterior (1480)-Decks and Patios,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Exterior Stairwells - Fire Escape,Dwelling Unit-Exterior (1480)-Foundations,Dwelling Unit-Exterior (1480)-Gutters -	\$215,000.00
Dwelling Equipment(Dwelling Unit-Interior (1480)-Appliances)	\$25,000.00
Interior and Exterior Dwelling Structure Upgrades(Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Call-for-Aid Systems,Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-	\$1,444,189.00
MANAGEMENT IMPROVEMENT(Management Improvement (1408)-Empowerment Activities,Management Improvement (1408)-Equal Opportunity,Management Improvement (1408)-Other,Management Improvement (1408)-RMC Costs,Management Improvement (1408)-Security Improvements (not police or guard-non-physical),Management Improvement (1408)-Staff Training,Management Improvement (1408)-System Improvements)	\$35,000.00
ADMINISTRATION(Administration (1410)-Other,Administration (1410)-Salaries,Administration (1410)-Sundry)	\$459,029.00

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Part III: Supporting Pages - Management Needs Work Statements (s)		
Work Statement for Year	2020	Estimated Cost
Development Number/Name	General Description of Major Work Categories	
3		
	FEES AND COSTS(Contract Administration (1480)-Other Fees and Costs)	\$391,100.00
	SITE IMPROVEMENTS(Non-Dwelling Exterior (1480)-Lighting,Non-Dwelling Site Work (1480)-Asphalt - Concrete - Paving,Non-Dwelling Site Work (1480)-Curb and Gutter,Non-Dwelling Site Work (1480)-Dumpster and Enclosures,Non-Dwelling Site Work (1480)-Fence Painting,Non-Dwelling Site Work (1480)-Fencing,Non-Dwelling Site Work (1480)-Landscape,Non-Dwelling Site Work (1480)-Lighting,Non-Dwelling Site Work (1480)-Playground Areas - Equipment,Non-Dwelling Site Work (1480)-Signage,Non-Dwelling Site Work (1480)-Site Utilities,Non-Dwelling Site Work (1480)-Storm Drainage)	\$200,000.00
	Subtotal of Estimated Cost	\$3,269,318.00

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Part III: Supporting Pages - Management Needs Work Statements (\$)	
Work Statement for Year	2022
Development Number/Name	Estimated Cost
General Description of Major Work Categories	
Housing Authority Wide	
RAD Portfolio Conversion - Group 1(Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Call-for-Aid Systems,Dwelling Unit-Interior (1480)-Commodos,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Dwelling Equipment(Dwelling Unit-Interior (1480)-Appliances)	\$1,793,792.00
Interior and Exterior Unit Upgrades(Dwelling Unit-Exterior (1480)-Columns and Porches,Dwelling Unit-Exterior (1480)-Decks and Patios,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Exterior Stairwells - Fire Escape,Dwelling Unit-Exterior (1480)-Foundations,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Landings and Railings,Dwelling Unit-Exterior (1480)-Mail Facilities,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior Boilers/Chillers/Generators Upgrades(Non-Dwelling Construction - Mechanical (1480)-Central Boiler,Non-Dwelling Construction - Mechanical (1480)-Central Chiller,Non-Dwelling Construction - Mechanical (1480)-Generator)	\$30,000.00
	\$100,000.00
Subtotal of Estimated Cost	\$1,948,792.00

B



U.S. Department of Housing and Urban Development
San Francisco Regional Office - Region IX
One Sansome Street, Suite 1200
San Francisco, California 94104-4430
www.hud.gov
espanol.hud.gov

Mr. Chad Williams
Executive Director
Southern Nevada Regional Housing Authority
P.O. Box 1897
Las Vegas, NV 89125

SEP 06 2018

Re: PHA Plan Approval – Southern Nevada Regional Housing Authority FYB 2018

Dear Mr. Williams:

This letter is to inform you that the Southern Nevada Regional Housing Authority's Annual Plan (Plan) submission for the PHA Fiscal Year (FY) 2018 beginning October 1, 2018, is approved. The Plan approved is **version 1**. This approval of the Plan submission does not constitute an endorsement of the strategies and policies outlined in the Plan. In providing assistance to families under programs covered by this Plan, the Southern Nevada Regional Housing Authority will comply with the rules, standards, and policies established in its Plan, as provided in 24 CFR §903 and other applicable regulations.

Your approved Plan and all required attachments and documents must be made available for review and inspection at the principal office of the PHA during normal business hours. Once posted, your plan will remain on display until your next Plan (whether next year's plan or an intervening significant amendment or modification) is submitted and is approved by HUD.

Please note that a housing authority has the option to schedule one public hearing to address several changes to its approved Plan. Changes that require public hearing include: PHA Plan Significant Amendments; changes due to Demolition/Disposition; Homeownership; use of Capital Funds; Capital Fund Financing; proposed New Development or Mixed Finance projects; implementation of Rental Assistance Demonstration (RAD) Program; and Flat Rents policies.

In a separate correspondence you will be notified of the procedures necessary to finalize the fund obligation process for this fiscal year's Capital Fund Award(s). Until the obligation process for these funds is finalized, they will not be available for drawdown.

If you have any questions regarding your PHA Plan or the information in this letter, please contact Trevor Auser, Portfolio Management Specialist, at (415) 489-6453.

Sincerely,

A handwritten signature in blue ink, appearing to be 'Gerard Windt', with a stylized, cursive-like flow.

Gerard Windt
Director
Office of Public Housing

Internal HUD Distribution:						
9APH	Official PHA Agency Plan File:		2018 PHA Plan—Southern Nevada Regional Housing Authority			
9APH	Chron					
9APH	Originator		Trevor Auser Portfolio Management Specialist (415) 489-6453			
9APH	WILSON		Choose an item.			
Identification Lines:						
File Name: File: J: / Reading - Jose Team/SNRHA – PHA Plan – FYB 2018 Annual Plan Approval Letter - 309						
Correspondence Code	Originator	Concurrence	Concurrence	Concurrence	Concurrence	Concurrence
Name	Trev or Auser	G. Windt				
Date	8/31/2018					

Official Record Copy

U.S. Department of Housing and Urban Development
Previous edition is obsolete.

form HUD-713.1 (02/03)

AutoFill Information

Addressee Mr. Chad Williams
 PHA Name: Southern Nevada Regional Housing Authority
 PHA Address: P.O. Box 1897
 FY Month October 1,
 FYB: 2018
 Plan Type: Annual Plan
 Version #: 1
 Staff: Trevor Auser
 Position Portfolio Management Specialist
 Phone: (415) 489-6453
 Team: Jose

TAB 17

Public Comments Received: *Please note that all comments received by the end of the Public Comment Period have been listed here.*

SNRHA - FY2022AP

- 1 - From: Development and Modernization
Date: June 28, 2021
Subject: Update to Mixed Finance Modernization or Development Plan

SNRHA Response: **This is being included in the Plan**

- 2 - From: Finance
Date: June 28, 2021
Subject: Update to financial resources.

SNRHA Response: **This is being included in the Plan**

- 3 - From: RAB Member, Kathleen Bell
Date: July 8, 2021
Subject: Request for Amendment and/or Addendum to the Public Housing lease and Recycling program implementation.

Under Section 15: Tenant Obligations, referencing line 332-335 to reflect “Dumpster Diving”. Example: Residents dig through the trash daily to collect plastic bottles and soda cans which they bring back into their dwellings. They crush the items, fill plastic bags and store them in their apartments until they collect enough to sell or be picked up by a 3rd party to sell. The problem is the bugs infest their apartments, other apartments and hallways. It is unhealthy and spreads germs and bugs to their neighbors and communities. Solution: In partnership with the recycling center have receptacles installed where residents may discard their cans and bottles that is tampered proofed. The funds from the recycling center can be paid to the individual participating community councils to be used for their community events and upgrades.

SNRHA Response: **This comment was taken into consideration. However, Site management and Resident Councils will work in partnership. Both will continuously remind residents not to engage in this activity at resident meetings.**

Also, when residents become aware of someone engaging in this behavior, they will be encouraged to contact the management office as soon as possible. Site management will meet with the resident and discuss this unacceptable behavior and its potential outcomes (i.e.: bedbug infestation and bodily harm).

- 4 - From: RAB Member, Madelyn Rhodes
Date: July 13, 2021
Subject: Pages missing- Tab 8B: ACOP Chapter 2-Eligibility for admissions. Last page 2-17; Missing pages 2-18 and 2-21.

SNRHA Response: **The pages included in the package represent the proposed changes. Any pages not included do not have any changes to be considered for the Annual Plan.**

- 5- From: RAB Member, Madelyn Rhodes
Date: July 13, 2021
Subject: Returned Payment Fee- currently \$40.00.

Suggestion: \$25.00. The typical return fee or insufficient funds charge from banking institutes.

Public Comments Received: *Please note that all comments received by the end of the Public Comment Period have been listed here.*

SNRHA Response: **The SNRHA will reduce the insufficient funds fee to \$25.00 for returned checks.**

- 6- From: RAB Member, Madelyn Rhodes
Date: July 13, 2021
Subject: Acceptable forms and location for payment of rent. Currently: Rent Café to pay their rent.

Suggestions: Delete the mandate to pay this method but if this must be imposed; deduct the service fee from the resident's rent so they can pay full rental obligation and the fee is not taken/paid by housing. There are people still "unbanked". SNRHA can use a merchant to establish cards and residents can load funds. Another option is to have an account number that anyone can deposit into account. Only need their ID, payment, and the account it will go into. Last option Check Free/Fiserv. It is a free service.

SNRHA Response: **Rent Café is not the sole resource for resident rental payments. In addition, SNRHA has implemented WIPS (Walk-In Payment System). This allows residents who prefer to pay cash in person to go to a participating vendor. SNRHA has considered this comment and is not implementing Check Free/Fiserv at this time.**

- 7 - From: RAB Member, Madelyn Rhodes
Date: July 13, 2021
Subject: Revise Lease page 10 of 22: Obligations of SNRHA

Suggestion: Shall notify resident 30 minutes of maintenance entry into unit to fill work order. There has been times maintenance enters the resident's home when resident is not prepared. Some have been in the house when residents have been in the shower. This will prepare the resident for them to enter.

SNRHA Response: **The 30-minute resident notifications of maintenance have been considered. By the beginning of the 2022 fiscal year, a SOP (standard operating procedure) will be developed to outline a new unit entry procedure.**

In addition, SNRHA will enforce the usage of entry tags to be left in the home when the resident is not home. The tag will list what work was done, time in and out, if any follow-up is needed and the new date of scheduled completion.

- 8 - From: RAB Member, Madelyn Rhodes
Date: July 13, 2021
Subject: Shall follow up with residents who complain against staff of SNRHA within 7 working business days.

SNRHA Response: **SNRHA management will create and/or modify a complaint acknowledgement letter. This letter will be sent in response to the resident's complaint. Please note, although the privacy act does not allow us to discuss specifics about certain things, we will not be able to discuss the matter in its entirety. However, we will look into the matter and respond by sending the complaint acknowledgement form.**

- 9 - From: RAB Member, Madelyn Rhodes
Date: July 13, 2021
Subject: Public Housing Rules page 1 of 5 Rent payments. Look into Fiserv.com

Public Comments Received: *Please note that all comments received by the end of the Public Comment Period have been listed here.*

SNRHA Response: **This item was considered and will not be implemented at this time. Please see the response to number 4.**

- 10 - From: RAB Member, Madelyn Rhodes
Date: July 13, 2021
Subject: Grievance procedure
Add: SNRHA shall follow up with all grievances and complaints with SNRHA that include staff and 3rd party contractors that encounter any resident.

SNRHA Response: **This is not a function of the Grievance Policy/Procedure as required by HUD and implemented by SNRHA. Please see the response to number 8.**

- 11 - From: RAB Member, Madelyn Rhodes
Date: July 13, 2021
Subject: Add: SNRHA shall give residents 60 working days before rent increase in the event there is an income increase. Rent increase cannot be based or include money obtained in the 60 day window.

SNRHA Response: : **SNRHA has considered this comment; however, it is not being implemented. SNRHA is required to follow Federal regulations regarding this issue.**

- 12 - From: Operations Department
Date: July 13, 2021
Subject: Update to ACOP Chapter 1, page 6 SNRHA Policy. ADD - Entire section added - please see documentation

SNRHA Response: **Update of discrimination policy to be included in the Plan.**

- 13 - From: Operations Department
Date: July 13, 2021
Subject: Update to ACOP Chapter 1, page 2 Public Housing Objective. ADD - and NSPIRE

SNRHA Response: **This update is being included in the Plan.**

- 14 - From: Operations Department
Date: July 13, 2021
Subject: Update to ACOP Chapter 2, page 23 Other Criminal Convictions. DELETE - Persons with outstanding warrants or pending charges are barred from admission until the warrants or pending charges have been satisfied or dismissed by the issuing legal jurisdiction. Applicant must provide documentation within 30 days of notification to prevent denial of assistance. ADD - Persons with pending charges are barred from admission until the pending charges have been satisfied or dismissed by the issuing legal jurisdiction. Applicants must provide documentation within 30 days of notification to prevent denial of assistance. Persons with outstanding warrants are barred from the program for the same period of time for the crime for which the warrant was issued. (i.e. burglary, person would be barred for a three-year period.)

Public Comments Received: *Please note that all comments received by the end of the Public Comment Period have been listed here.*

SNRHA Response: **This update was inadvertently omitted from the initial submissions of changes.**

- 15 - From: Operations Department
Date: July 13, 2021
Subject: Asset Management Plan. ADD - Entire document

SNRHA Response: **Updates to be included in the Plan.**

- 16 - From: Operations Department
Date: July 13, 2021
Subject: Update to ACOP Chapter 4, page 8 Mixed Population Units. DELETE
MIXED POPULATION UNITS

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

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

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

SNRHA Response: **There are no longer any Mixed Population Units under the Public Housing Umbrella.**

- 17 - From: Operations Department
Date: July 13, 2021
Subject: The following changes that were submitted as changes for the FY2022 Annual Plan had already been changed with the FY2021 Annual Plan:
- ACOP Chapter 7, pages 31 and 32, Section II.B.
 - ACOP Chapter 7, page 35, Section III.C.

SNRHA Response: **These changes were inadvertently submitted again in error.**

- 18 - From: Housing Choice Voucher Department
Date: N/A
Subject: Back Up pages showing changes to Administrative Plan were not submitted with the chart of changes. See Attached missing pages.

SNRHA Response: **These changes will be included in the Plan.**

TAB 18

RESOLUTION NO. SNRHA - 115

**APPROVAL OF RESOLUTION NO. SNRHA-115
OF THE SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY'S
FY2022 ANNUAL AGENCY PLAN UPDATE**

WHEREAS, the Congress of the United States passed the Quality Housing and Work Responsibility Act of 1998 (QHWRA) that requires the Southern Nevada Regional Housing Authority to make changes in its operations; and

WHEREAS, HUD has informed SNRHA of the need to submit only an Annual Agency Plan update and has approved an extension for the submission of SNRHA's Annual Agency Plan to the U.S. Department of Housing and Urban Development past the normally required 75 days prior to the beginning of the fiscal year;

WHEREAS, the Authority has met the requirements of making the update to the Annual Agency Plan available to residents, local government, and the general public; and

WHEREAS, the Authority held a Public Hearing on July 13, 2021, to accept any comments on the updates to the Annual Agency Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY:

Section 1: That the Board of Commissioners does hereby approve the adoption of the Southern Nevada Regional Housing Authority's update to the Annual Agency Plan as required under the Quality Housing and Work Responsibility Act of 1998.

Section 2: That the Chairperson of the Board and the Executive Director are hereby authorized and directed to execute all legal and other documents necessary to implement and effectuate the update to the Annual Agency Plan.

Section 3: That this Resolution shall be in full force and effect immediately upon its approval and adoption.

APPROVED AND ADOPTED this 19th day of August, 2021.

BY: 

Scott Black
Chairperson

ATTEST: 

Jon Gresley
Acting Executive Director/Secretary